

BHARAT SANCHAR NIGAM LIMITED  
(A Government of India Enterprise)  
CHENNAI TELEPHONES  
(www.chennai.bsnl.co.in)

E-Tender Document for Miscellaneous Duct Works of Chennai Telephones, BSNL from the experienced vendors for the year 2024-2025.

E-Tender No: AGM MM &TENDER/DUCT MTCE TENDER/2024-2025/03 DATED 18.09.2024

(Digitally signed E-tender document is invited through E-Tender Portal: <https://etenders.gov.in/eprocure> )

Date of opening E-Tender through Online	: 09.10.2024 14.30 hrs
Last Date for Submission of Bid through Online	: 08.10.2024 14.00 hrs
Pre-BID Meeting	:: 23.09.2024 11.30 hrs

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SECTION – 1

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
**CHENNAI TELEPHONES**  
([www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in))

**DETAILED NOTICE INVITING TENDER**

**E-Tender No: AGM MM/DUCT MTCE TENDER/2023-2025/03 DATED 18.09.2024**

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

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

Jurisdiction	Estimated cost of Work in Rupees.	Cost of Bid Document (non- refundable) in Rupees	Bid Security (2%) In Rupees
Entire Chennai Telephones District area.	Rs.32,54,440/-	Rs.1770/-  (including 18 % GST)	Rs.65100/-

Note 1: BSNL-CHENNAI TELEPHONES, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other Terms and Conditions.

2. **Period of Contract:** 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. The contract can be extended up to One year at the mutual consent of BSNL and vendors on same rates and conditions. **While extending the tender period, Security Deposit in the form of Performance Guarantee is to be furnished by the bidder to commensurate with the period and value of the extension.**

**.Purchase of Tender Document:** Tender document can be obtained by downloading it from the website <https://etenders.gov.in/eprocure> .Bidders must register on the e-tender portal, if not already registered earlier and follow all instructions for participating in bidding for the tender.

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

3.1. The bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers Cheque of an amount of Rs.1,770/- through DD/banker’s Cheque drawn from any Nationalized/Scheduled bank in favour of BSNL COBA Collection A/c , Chennai telephones payable at Chennai.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee.

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

3.3. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) from **17:00 hrs of 19.09-2024**.The same tender document is

uploaded on BSNL website shall be made available on e-tender portal <https://etenders.gov.in/eprocure> **17:00 hrs of 19-09-2024** onwards for start on online bid submission.

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

##### **4.1. General Qualification:**

- 4.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/2013 or an LLP or a Firm registered under applicable Acts for the tendered item.
- 4.1.2 The Bidder must not be black-listed by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- 4.1.3 The Bidder must have a valid PAN & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LOI/signing of contract, if declared successful.
- 4.1.4 A self-declaration that the bidder is not black listed by GST authorities.
- 4.1.5 In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.
- 4.1.6 In case of multiple GST numbers, all the numbers can be provided as Annexure.

4.2 **Technical Qualification:** The bidder shall have Minimum of any TWO years of experience from 2019 to 2024 in executing works related to tendered items (Proof of experience to be attached). Refer Clause Section 4 Part A Clause 10 Sub-Clause 27.

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

4.4 **Financial Qualification:** The Bidder must have minimum average annual turnover of 30% of annual estimated cost of tender, of the financial years 2020-2021, 2021-2022 and 2022-2023 and a certificate from its bankers to assess its solvency or financial capability to the tune of 30% of annual estimated cost of tender.

##### **5. Bid Security:**

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

(a) Demand Drafts/Banker's Cheque for an amount as mentioned at Section 1, clause 1 drawn in favour of "BSNL COBA Collection A/c, Chennai telephones and payable at Chennai." or Online Payment (Details in **Annexure A**)

(b) Bank Guarantee (as prescribed format given in the (section -7 Proforma 7) from a scheduled bank drawn in favour of GM - CFA, Chennai Telephones, Chennai, which should be valid for 225 days from the tender opening date.

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

##### **6. Date & Time of Submission of Tender bid:**

**Last Date/ Time of submission of Bids: on or before 14.00 Hrs of 08-10-2024 (tender closing date).**

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

**7. Opening of Tender Bids: At 14.30 Hours on 09-10-2024**

**8. Place of opening of Tender bids: Chennai**

8.1 The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-7 Proforma 8 of Tender document for further instructions.

8.2. How-ever, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the TENDER ROOM ,4<sup>TH</sup> FLOOR, K.K.Nagar TELEPHONE EXCHANGE BUILDING ,KK NAGAR ,CHENNAI-78 where BSNL's Tender Opening Officers would be conducting Online Tender Opening Event (TOE).

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

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

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

**12.** The bidder shall furnish a declaration, as **SECTION 7 Proforma-1** , in this tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

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

Note 2 : All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 3: All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.

AGM MM and TENDER  
BSNL ,Chennai Telephones

**SECTION 2  
TENDER INFORMATION**

1. Type of tender - :

- a) No. of Bid Submission Stages for tender : Single Stage.
- b) No. of Envelopes for submission of Bids : Two Nos.
- c) E-reverse auction : Yes

2. Bid Validity Period : 180 days from the Validity of bid Offer tender opening date.

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-

a) Techno-commercial envelope shall contain:-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 13.3 of Section 4 Part A .
- v) Clause by clause compliance as per clause 11.2 of Section-4A
- vi) Bidder's Profile & Questionnaire duly filled & signed.
- vii) Non-Relation Certificate duly filled & signed.
- viii) Undertaking & declaration duly filled & signed
- ix) Documents stated in clause 10 of Section-4 Part A GIB.
- x) Tender documents duly signed at the end of each section for having read it & accepted it .
- xi) Tender/ Bid form- Section 6 Part A

**b) Financial envelope** shall contain:

- i) Electronic Form- financial along with Price Schedule (Section 6 Part-C (I & II) with all relevant bid annexure (in case of tenders invited through e-tendering process).

**Note 6:-** In case of e-tendering, the offline documents are required to submit to O/o AGM MM and Tender, BSNL, Chennai telephones, 4<sup>th</sup> Floor, KK Nagar Telephone Exchange Building, Bharathidasan Colony road, K.K.Nagar, Chennai -78 as per Clause 10 (C) of Section 4 Part A

**5. Payment terms: Refer Section 5 Part A Clause 11**

**6. User: Cable planning unit of Chennai telephones**

**SECTION – 3**

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

Sl. No.	NAME OF THE WORK
01	Repairing and attending the defects in the Telecom Cable Duct routes, Manholes and Hand holes including opening/rising / lowering of Manholes & Hand holes.

**Brief Description of Work :**

The work of Repairing and attending the defects in the Telecom Cable Duct routes, Manholes and Hand holes including opening/rising / lowering of Manholes & Hand holes in the jurisdiction of Chennai Telephone District.

**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.

**JURISDICTION OF CONTRACT :** Entire areas covered under Chennai Telephones District

**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 "Vendor" 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 Vendor/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 Vendor/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/Vendor 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) **JTO/SDE-IN-Charge**: JTO/SDE-IN-Charge 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/GM, BSNL-CHENNAI TELEPHONES and the vendor, 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) **Vendor** : The Vendor 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 vendor 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 4 of Section 1.

## 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 2 and 10.
- (b) EMD in the form of Online Payment Details(Annexure A)/DD/BG (In Original).
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) 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 And Schedule of Rates (Basic Rate) of each item as per Section 6 Part A

## 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 Online Payment Details (Annexure A)/ DD/BG (if Applicable).
- (b) Scanned copy of Online Payment Details/DD/Banker's Cheque –**Tender document fee.**(If Applicable)
- (c) Signed copy of **Tender Document each and every page** (82 pages), Corrigendum and Addendums.  
**(Note : Downloaded Tender document should be signed and uploaded)**
- (d) 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.

**ii. Submission of Eligibility documents:**

- 1) Scanned copy of EMD in form of Online Payment Details/DD/BG (if Applicable).
- 2) Scanned copy of Tender Document Fee (If Applicable)
- 3) 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.
- 4) Duly filled and signed in Bid form in Section 6 Part A.
- 5) Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP) if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- 6) Duly signed “UNDERTAKING & DECLARATION(Section 7 Proforma 1).
- 7) Address of Bidder's Office within Chennai with proof.
- 8) Undertaking for opening the office at Chennai if work order is awarded.
- 9) Duly filled and signed in Tenderer's profile, as per Section 7 Proforma 11 of the Tender Document.
- 10) Scanned copy of Original “Power of Attorney”(Registered) in case a person other than the Tenderer has signed the Tender Document as per Clause No. 13.3 of Section 4 Part A GIB
- 11) In case of partnership firm, A Declaration duly signed by all the partners nominating one of the partners to participate and execute the tender.
- 12) In case of Company, A copy of the Board resolution for nominating a single person who can participate and execute the Tender.
- 13) Duly filled in “No near relative certificate” (Section 7 Proforma 2) from all partners.
- 14) Duly filled in – “Declaration regarding not blacklisting/not debaring from taking part in Govt. Tender by any BSNL unit/GST/PSUs” (Section 7 Proforma 4).
- 15) Scanned copy of Goods and Services Tax registration certificate.
- 16) Scanned copy EPF Registration Certificate.
- 17) Scanned copy ESI Registration Certificate.
- 18) Certificate of Minimum Wages as per Section 7-Proforma 10
- 19) Undertaking form for labour license Section 7 – Proforma 13.
- 20) Scanned copy of ITR of last 3 Financial years. (2020-2021,2021-2022,2022-2023)
- 21) Scanned copy of PAN Card.

- 22) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-D.
- 23) Land Border Sharing- Declaration as per Annexure- E
- 24) Local Content Declaration as per Annexure-F
- 25) Checklist of the documents submitted as per Annexure- G
- 26) Scanned copy of Letter of Authorization for attending Bid Opening Event as per if applicable.
- 27) Experience certificate for any 2 years from 2019 to 2024 duly attested by a Gazetted Officer or any officer of BSNL not below the rank of AGM/Equivalent level officers.
- 28) Certificate for Annual financial turnover during the last 3 Financial years, (2020-2021,2021-2022,2022-2023) and the average turnover should be at least 30% of the annual estimated cost of (i.e. 30% of the annual estimated cost of the tender).
- 29) 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 6 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 Online Payment Details/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. **AGM MM & TENDER, KK NAGAR telephone exchange, 4<sup>th</sup> floor, Bharathidasan colony main road, Chennai-600078** 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.

Tender Fee & EMD , if applicable is required to be submitted by the bidder preferably through **online Payment Mode** as per the Bank/Beneficiary details provided in the DNIT/Tender Enquiry documents. **In case of MSE( Micro & Small Enterprise) bidder**, valid MSE Certificate/ Udyam Registration certificate , broadly covering the tendered equipment/services for claiming exemption of tender Fee/EMD shall be required to be submitted.

However, scanned copies of the following documents(which ever applicable):

- i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD.
- ii) DD/ Bankers Cheque or Bank Guarantee(if opted for EMD )
- iii) Valid MSE Certificate/ Udyam Registration certificate ( for Micro & Small Enterprise claiming exemption from Tender Fee/EMD ).

are to be mandatorily uploaded by the bidder in their online Technical bid part(1st electronic envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid **shall be** archived unopened/ rejected on e-tender portal **at bid opening stage.**

**Originals of** bank instruments such as DD or EMBG towards Tender Fee, EMD/Bid Security respectively ( if not submitted through e-payment mode), shall be submitted by bidder on any date before or with in **5 days of bid submission end date, failing which** the tender bid ( if already opened on basis of scanned copies uploaded in 1st electronic envelope i.e. Technical Envelope, **shall be** rejected.

During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Power of Attorney, Integrity Pact, Bid form, Security agreement etc., **submitted as scanned copy**, in Technical bid part on e-tender portal(1st electronic Envelope) which bidder will have to comply with.

## 11. EMD (Earnest Money Deposit)

- 11.1 The bidder shall furnish, as part of its bid, the EMD as given in Section 7, Proforma-5.
- 11.2 The MSE/ MSME bidders are exempted from payment of EMD:
- 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.**
  - “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 vendor 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.
- 11.4 EMD security will not carry any interest.

## 12. PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for period (180 days) specified in clause 5 of Section 1 part A 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 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 or signed and scanned 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**
- 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.
  - 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.
  - 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.
  - 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.
  - 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 online as per Clause A- ii Section 4A of Tender Information.

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

14.1.1 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 6 Part C.

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

Off line :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:

AGM MM and Tender,  
BSNL CHTD  
4<sup>th</sup> floor, KK Nagar Telephone exchange,  
Bharathidasan colony main road, Chennai.-600078.

#### **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 of this Section ,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**

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.

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 the presence of the authorized representatives of bidders 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-7 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 3 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 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 vendor 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 bidder, 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 Competent Authority and same L1 approved rate shall be counter offered to other eligible bidder. On receipt of written acceptance from other eligible bidder within a week of intimation, the BSNL shall consider for enlisting them in panel of Vendors 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 vendors to a maximum of 2 (two ) 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
One bidder	100%	Nil
Two bidders	60%	40%

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	
One bidder	75%	Nil	25%
Two bidders	45%	30%	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 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.

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

23.12 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 shall be worked out using the highest experience.

#### **24. 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.

#### **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-7 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 vendor 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 5 Section 1 A
- c) Clause 3 A(i) of clause a-ii Section- 4A: If the mandatory documents are not submitted, the bids will be rejected without further evaluation.
- d) Section-6 Part C 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 C). BSNL will take action as specified in Appendix-1 (Annexure C) of this section.

## 31. NEAR-RELATIONSHIP CERTIFICATE

a. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units\*

In case of bidder being

1. Proprietorship firm, this certificate will be given by the proprietor.
2. For partnership firm, this certificate will be given by all the partners.
3. For Company/Limited company, this certificate will be given by all the Directors of the company, but excluding following: a) 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 b) Full time Directors of PSUs, both Central and State .

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

\*Unit, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), "BSNL unit" is defined as "BSNL as a whole".

b. 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).

c. The format of the certificate is given in Section 7 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 C) 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.

**Appendix-1 : – Refer ANNEXURE – C (Standard Tender Enquiry Document)**

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

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 Clause A-ii Section 4-A ) 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/vendor 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/Vendor 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:**

Designation	Contact no	Mail id
AGM MM and TENDER	9444440102	<a href="mailto:priya537@bsnl.co.in">priya537@bsnl.co.in</a>
SDE MM5 CHTD	9445123369	<a href="mailto:jagan1975@bsnl.co.in">jagan1975@bsnl.co.in</a>

### 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 % 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 Centre' 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 vendors/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 through 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 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:

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

**3. SECURITY**

**PERFORMANCE SECURITY**

- 3.1 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 5 % of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the BSNL.
- 3.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the Vendor's/supplier's failure to complete its obligations under the contract.
- 3.3 The performance security Bond shall be in the form of Bank Guarantee from a Nationalized / Scheduled Bank, and in the proforma provided in Section-7 Proforma 7 of this Bid Document, valid up to **2 years and six months**.
- 3.4 The performance security Bond will be discharged by the BSNL after completion of the vendor's/supplier's performance obligations including any warranty obligations under the contract.
- 3.5 The Performance Security Deposit does not carry any interest. Performance Security Deposit shall be released to the vendors 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".

**4. FORCE MAJEURE**

4.1 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.

**5. DAMAGE TO PRIVATE / PUBLIC PROPERTY AND THIRD PARTY**

- 5.1 The Vendor 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 Vendor from any amount due or that may become due to the Vendor.
- 5.2 The Vendor 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 Vendor 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 vendor in connection there with or otherwise and against all claims and demands thereof.

5.3 The Vendor 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 Vendor's negligence or by accidental electrocution etc. The compensation payable in all such cases should be borne by the vendor. The vendor should make available all safety devices / mechanism to his labour force and is solely responsible for safety of his labourer.

#### 5.4 PENALTIES

1. If there is any delay in responding to the work order issued by the AGM (CP&DCM) or by the authorized officer, a penal deduction of 0.5 % for each day of delay will be made by the officers issuing the work order in the bill.
2. If the delay in responding to the work order exceeds 15 days, a maximum of 5 % penal deduction will be made from the bill .
3. If the delay is more than 30 days, the contract will be terminated with the forfeiture of security deposit (which includes encashment of Bank Guarantee for default), besides Blacklisting.

### 6. 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 ( <i>excluding claim for counter claim, if any</i> )	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.

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.

The Arbitration proceeding shall be held at Chennai TD or Circle or SSA Headquarter (as the case may be).

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.

#### 7. SET OFF

Any sum of money due and payable to the vendor/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 vendor/supplier with the BSNL or BSNL or such other person(s) contracting through the BSNL.

#### 8. COURT JURISDICTION

- 8.1 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.
- 8.2 There a vendor 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.*

the BSNL elect to retain .

#### 9. TERMINATION FOR INSOLVENCY

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

#### 10. SET OFF

A sum of money due and payable to the contractor (including Security Deposit refundable to him) under this contract may be appropriated by the BSNL and setoff the same against any claim of the BSNL or Government or such other person or persons for payment of a sum of money arising out of this contract made by the contractor with the BSNL .

#### 11. PAYMENT TERMS

##### (I) SUBMISSION OF BILLS

Maintenance order shall be generated by SDE-in-Charge and same shall be intimated to Vendor. On completion of the Work, SES will be generated by SDE-in-Charge

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

- (a) The vendor will submit Division wise, one single consolidated GST Invoice per month for all the fault restoration work undertaken by him on or before 5<sup>th</sup> day of the following month on receipt of SES.
- (b) The Vendor shall prepare the invoices in triplicate as per measurements recorded in the measurement book (wherever applicable) 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 of all the items involved in the work along with documents including attested copies of GST, EPF & ESI remittance with due validity to submit the bills to Circle Claim Office, BSNL Chennai Telephones, 4<sup>th</sup> floor, K.K.Nagar Telephone Exchange, Bharathidasan colony main Road, Chennai 600 078..

- (c) While submitting the monthly Invoices to Circle Claim office, the Vendor shall also submit Transaction details of NEFT/RTGS/ECS etc., as documentary evidence for payment of Monthly Minimum Wages to the deployed workforce each month. 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 Vendor in respect of the workforce under consideration for payment of wages are to be submitted.
- (d) The recommended Basic Rates are inclusive of Bonus component, the Vendor shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time
- (e) The SDE/JTO in-charge of work shall scrutinize the work 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 shall generate SES and attach the Satisfactory Certificate, deductions if any, " M" Book, Material reconciliation Statement and relevant documents for processing of invoices by Circle Claim Office, CHTD etc.

## **(II) SETTLEMENT OF BILLS**

Bills, for the work carried out, will be settled on production of the following Documents with all requisite details:

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 vendor
2. Complete details of the quantity and nature of each item of work done as well as the stipulated rates.
3. Work completion Certification from the SDE/JTO concerned in charge on which the work was executed for correctness of the quantity of all items of the Work, claimed in the Invoice and duration of the period of work carried out, as recorded in Log Book / M-Book or Work Register.
4. Statement of Stores received utilization and balance.
5. Copy of the maintenance order issued by the Divisional Engineer.
6. The printed invoice should be serially machine numbered and indicate the GST number.
7. 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.
8. Payment will be made within reasonable period subject to availability of funds after sanction by the competent authority.
9. Copy of the payment challan of the previous month paid towards ESI /EPF with labourers names.
10. Certificate by vendor regarding wages paid as per Minimum Wages act along with bills.
11. Wage disbursement duly endorsed by SDE/JTO in-charge.
12. Measurement book with relevant certificates and abstract of measurement.
13. Successful bidder will be paid applicable GST. Successful bidder shall provide invoice in conformity with Rules in this regard, to ensure BSNL to avail input tax credit on GST.

## **(III) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.**

- 1) If the vendor fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the vendor.
- 2) Tax amount will be paid to the vendor only after vendor declares the details of the invoices in GST return in GSTR 1 and GSTR-3B uploaded by the vendor and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as applicable).
- 4) BSNL has the right to recover Input tax credit loss suffered by it due to any mis-declaration on invoice by the vendor.
- 5) It will be the responsibility of the vendor to declare correct information on invoice and GSTN viz the amount, place of supply rate of tax etc. In case the eligibility of input tax is questioned or denied to BSNL on account of default by vendor, the same would be recovered by BSNL from vendor.

#### **(IV) Late Submission of Bills and Forfeiture of Bills Claim**

- (a) In case of submission of bills beyond one month from the last date of the work completed month by the Vendor, and if the reason(s) for delay in submission of the bills, is/are found to be satisfactory, GM CFA reserves the right to allow additional period of another two months. However, a penalty of 2% per week for the total amount of submitted invoice shall be levied subject to a maximum of 15% and shall be deducted on settlement.
- (b) If Bill is submitted beyond 3 months, are liable for rejection and the claim will be forfeited.
- (c) Payments shall be made THROUGH ECS/NEFT/RTGS only, for which the Vendor shall be required to provide the mandate, bank details etc. to the paying authority as per E-mandate form as in Section 7-Proforma-14.

#### **(V) Procedure of Payment for Sub-Standard works:**

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

#### **12. General Guidelines**

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

#### **13. GST Invoice and Compliances.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRS) 2017, ON GROUNDS OF DEFENSE OF INDIA AND NATIONAL SECURITY.**

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

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

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

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

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

14.5 The beneficial owner for the purpose of 14.4 above will be as under:

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

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

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

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

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

14.5.4 Where no natural person is identified under 14.5.1 or 14.5.2 or 14.5.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

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

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

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

**ANNEXURE - I**

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

Tender No. \_\_\_\_\_ Date:

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

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

**ANNEXURE – II**

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

Tender No. \_\_\_\_\_ Date:

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

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

## SECTION-5

### Part B

#### SPECIAL (COMMERICAL) CONDITIONS OF CONTRACT (SCC)

##### 1.0 GENERAL

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

is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the Contractor's service as the case may be.

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

**1.16 Interpretation of the Contract Document:**

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

**1.17 Notification:**

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

**1.18 Shut down on account of weather conditions:**

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

**2 STORES SUPPLIED BY BSNL:**

- 2.1 At no point of time the Contractor shall be issued stores of value more than the Contractor's material security as per Clause 3 of Section 5 Part-A, if at all the work requires more amount of materials to be issued to the Contractor, then the security shall suitably be revised before the issue of the store and the Contractor will not have any objection to it.
- 2.2 The Contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to the site of work at his own cost. BSNL shall not pay any Transportation charges to the Contractor.
- 2.3 All materials supplied to the Contractor by BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of BSNL-CHENNAI TELEPHONES. In case the materials like cable and accessories are taken delivery of by the Contractor and stored at the site office/store of the Contractor such site office/store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to BSNL at a place

informed to him by BSNL, failing which the cost of the unused materials shall be deducted from the Contractor's Material Security or any of his pending bills or from any other security.

- 2.4 The Contractor shall be responsible for the transportation of store, storage and safe custody of all materials supplied to him by BSNL, which in the Contractor's custody whether, or not installed in the work. The Contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.
- 2.5 The Contractor shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed in the work as per the "BSNL's calculation" (which shall be final) will be charged to the Contractor or deducted from his Bills at 1.5 times of prevailing standard price including Freight, Handling Charges, Storage Charges etc
- 2.6 The Contractor shall ensure that only the required materials are issued to him. Upon completion of work, the Contractor shall return to BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by BSNL.

### **3 EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:**

- 3.1 The Contractor shall obtain/provide at his own cost all easements, permits and license necessary to its work except for the following which shall be provided by the Representative of the BSNL-CHENNAI TELEPHONES:
  - (A) "Right of User" easements and permits.
  - (B) Railway and Highway crossing permits including bridge.
  - (C) Canal/Stream crossing permits.
- 3.2 The Contractor shall be fully responsible for handling and obtaining all necessary easements, Permits and Licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.3 The Contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and/or tenants such other arrangements shall be entirely at the responsibility of the Contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the AGM.
- 3.4 The Contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.
- 3.5 At location where the U/G Cable Trench is routed across or along Railways or Roads the Contractor shall without extra cost provide and maintain such detours and road controls as are required by the Railways or Government or Local Agencies having jurisdiction.
- 3.6 If BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in Tender Document.

### **4 QUALITY OF WORK:**

- 4.1 BSNL-CHENNAI TELEPHONES shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the Contract Documents by BSNL and / or its representative shall not manifest a charge or intent of waiver, the intention being that, notwithstanding the same, the

Contractor shall be and remain responsible for complete and proper compliance with the Contract Documents and the specification there in. The representative of BSNL-CHENNAI TELEPHONES has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

## **5 TAXES AND DUTIES:**

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

## **6 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

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

## **7 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

### **7.1 Obtaining License before 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 / Equivalent level officers of BSNL shall be submitted to AGM CP.

## **7.2 Contractors Labour Regulations:**

### **7.2.1. Working Hours**

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

### **7.2.2 Display of Notice Regarding Wages Etc.:**

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

### **7.2.3 Payment of Wages:**

- 7.2.3.1 The Contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour in an establishment or by a Contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 7.2.3.4 Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

- 7.2.3.5 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 7.2.3.6 Wages due to every worker shall be paid to him direct or other person authorized by him in this behalf.
- 7.2.3.7 All wages shall be paid in current coin or currency or in both.
- 7.2.3.8 Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the Payment of Wages Act, 1956.
- 7.2.3.9 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Contractor to the Engineer-in-charge under acknowledgement.
- 7.2.3.10 It shall be the duty of the Contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-charge who will be required to be present at the place and time of the disbursement of wages by the Contractor to workmen.
- 7.2.3.11 The Contractor shall obtain from the site Engineer or any other Authorized Representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:-  
 "Certified that the amount shown in the column No ..... has been paid to the workman concerned in my presence on ..... at ....."

**7.2.4 Fines and Deductions which may be made from wages**

- 7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following:
  - (a) Fines
  - (b) Deductions for absence from duty i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default .
  - (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
  - (e) Any other deduction, which the Central Government may from time to time, allow.
- 7.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 7.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 7.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

**7.2.5 Labour Records**

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

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

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

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

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

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

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

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

#### **7.2.6 Attendance Card-cum Wage Slip**

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

7.2.6.2 The card shall be valid for each wage period

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

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

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

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

#### **7.2.7 Employment card**

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

### **7.2.8 Service Certificate**

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

### **7.2.9 Preservation of Labour Records**

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

### **7.3 Power of Labour Officer to make Investigations or Enquiry**

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

### **7.4 Report of Investigating Officer and action thereon**

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

### **7.5 Inspection of Books and Slips**

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

### **7.6 Submission of Returns**

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

### **7.7 Amendments**

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

## **8 INSURANCE:**

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

## **9 COMPLIANCE WITH LAWS AND REGULATION:**

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

## 10 TOOLS AND PLANTS

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

## 11. LEGAL JURISDICTION

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

12. a) The contractor should respond to the Maintenance order immediately and commence the work within three days. The nature of work covered by this tender includes repairing and attending to defects in the Telecom. Cable duct routes, Manholes and Handholes including raising/lowering of Manholes and Handholes. No tools will be supplied by the BSNL for execution of these works.
- b) Necessary arrangement for watchman and security should be arranged by the tenderer whenever required. Necessary arrangement for watch and ward should be provided in case the works are carried over.
- c) Maintenance **order for the works will be issued by the AGM (CP&DCM) and will be supervised by SDEs / JTOs.** After completion of work, the contractor will submit the bills to Circle Claim Office. Necessary deduction of Income tax, Surcharge and any other tax levied by the State/Central Government as amended from time to time will be deducted from the bill. Payment will be made through ECS only.
13. 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".
14. This award of work contract does not confer any right to appointment in BSNL..

15. 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
16. The contractor should ensure that all the workmen involved should be covered by adequate insurance scheme. In case any workmen supplied by the tenderer suffers injury/damage or meets with an accident during the discharge of duty, the entire cost of compensation should be borne by the tenderer and BSNL Chennai Telephones will stand indemnified against any claims/damage/compensation . The sole responsibility for any legal or financial implication would rest with the tenderer only. BSNL shall have no liability whatsoever in this regard.
17. The BSNL Chennai Telephones will not be responsible for payment of compensation or medical expenses that may be arising out of injuries suffered, or permanent disability or death to the personnel of the successful tenderer, while executing the work.
18. After acceptance of the contract , the BSNL Chennai Telephones reserves the right to terminate the contract giving **15 days of notice**, with forfeiture of Security Deposit besides black listing , under the following circumstances :-
  - i) If any of the terms and conditions of the contract is /are violated.
  - ii) If the execution of works are found to be not satisfactory ( the decision of GM CFA , BSNL, Chennai Telephones will be final and binding in this regard ) .
19. BSNL shall not be responsible for any loss or damage incurred to the tenderer as a result of the termination of the tender. BSNL shall be free to take due action for the appointment of the new contractor during the period under notice thereafter.
20. In case any loss/damage incurred to the BSNL property or to any other private/public sector/State/Central Government organization property due to the negligence of the workmen supplied by the contractor while executing the work , the contractor is fully responsible to reimburse the loss/damage so incurred , BSNL Chennai Telephones shall have no liability whatsoever.
  - i. All compensation or others sums of money payable by the contractor to the BSNL or to the Private/public/State/Central Government authorities under the terms of the contract shall be realized from claim bills and / or his Security Deposit and in the event of this Security Deposit being reduced by reasons of any such deduction , the contractor shall **within 15 days** thereafter make good in cash any sum or sums which may have been deducted from his Security Deposits, provided always that nothing contained in these conditions shall preclude the BSNL Chennai Telephones from taking such steps as may be deemed fit for receiving from him any sum or sums of money for any damage which he may be liable under the Terms and conditions of this contract over and above the amount of his Security Deposit.
  - ii. The contractor shall pay for any compensation under the workman's compensation that are otherwise arising out of any injury or death caused to any workman employed by them or to any BSNL staff.
21. The tenderer is liable for any legal dispute/case /claims that have arisen or may arise during the currency of the tender in respect of the tender work. BSNL will not be liable for any loss, damages, etc. Suffered / to be suffered by the tenderer or third party as case may be.
22. No contractor shall claim, as matter of right the entire quantum of work for the entire period of contract and shall not enter into any litigation in this connection.
23. The contract can be terminated by the GM CFA , BSNL , Chennai Telephones at any time giving 15 days notice in case of non-compliance of any of the terms & conditions of the tender and the decision of the GM CFA will be final. Termination of contract will also result in forfeiture of the Security Deposit along with EMD.
24. The GM CFA or his representative has the right to alter the quantum of work allotted in the work order without assigning any reason, during the course of execution of work by the contractor.
25. Submission of the tender will bind the tenderer with acceptance of all the conditions specified therein unless any specific modification is agreed to by the GM CFA, BSNL, Chennai Telephones and the contractor.
26. The works executed by the contractor will be inspected by a Group B Officer/STS of Group A officer and on being satisfactory the payments will be made for the quantum of the executed work. In case of the work not done confirmatory

to the specification, the same should be re-constructed at the cost of the contractor only. The decision of the Group B/ STS of Group A officer will be final and binding on the contractor.

27. **The contractor shall be able to execute the works in more than four or five locations within the jurisdiction of Chennai Telephones simultaneously also by keeping adequate number of workers at his disposal for speedy execution of works entrusted.**
28. The accumulated mud and sand in the DMH must be removed by the tenderer.
29. Excess earth or rubble remaining, if any, after re-filling trenches must be removed out of the site of work to the satisfaction of Corporation /Highways/Police authorities without any complaint in this regard from any of these authorities. This should be done simultaneously and in no case it should be allowed to lie after the work has been completed at the site.
30. No one connected with or in the employment of BSNL, shall ever be admitted as a partner or to any interest in this contract.
31. Traffic permission/road cut permission will be processed by this division and should be pursued by the tenderer to get permission from the authorities.
32. During the execution of work, the contractor shall follow all traffic precautions issued by the Police/Corporation/Highways and local authorities. The work should be commenced and completed within the stipulated period of permission as mentioned and accorded by the respective authorities.
33. The contractor shall provide at his own cost all tools, plants and appliances, implement, etc. required for proper execution of works. The contractor shall also arrange requisite number of labourers without any charge for the execution of work. The contractor shall arrange assistance during the measurements by the officers of BSNL Chennai Telephones at any point of time.
34. The contractor shall be responsible to make all arrangements at his own cost for de-watering of trenches and water required for carrying out works at sites including curing of CC/RCC works.
35. The contractor shall warrant that the material supplied for the work shall be new and are free from all defects and faults in material and workmanship. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so by the BSNL, who shall state in writing in respect of defects during the period of warranty.
36. BSNL shall consider the award of contract only to those eligible bidders whose offers have been found technically, commercially and
37. No subcontractor are allowed to carry out the work.

### **37. Rights of BSNL**

BSNL Chennai Telephones reserves the right to approve more than one tenderer and also reserves the right to negotiate rates quoted by the L1 tenderer. In case of any unsatisfactory or any deficiency in execution of work, the BSNL reserves the right to cancel the contract and forfeit the Security Deposit. BSNL reserves the right to cancel the contract for any operational reasons. BSNL reserves the right to reject and terminate the contract in case of poor quality of work. In such cases, BSNL will not entertain any claim for the work done which is of poor quality by the contractor.

SECTION – 6 PART A

BID FORM

**E-Tender No: AGM MM/DUCT MTCE TENDER/2024-2025/03 DATED 18/09/2024**

To

The General Manager , CFA,  
BSNL Chennai Telephones,  
4<sup>th</sup> Floor, K.K.Nagar Telephone Exchange Bldg, ,  
Bharathidasan Colony Main Road, Chennai-600078.

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 *MISCELLANEOUS DUCT WORKS IN CHENNAI TELEPHONES* 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. CFA

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 – 6**  
**Part B**  
**STANDARD SCHEDULE OF RATES**

**Standard schedule of Basic rates for Miscellaneous Duct Works in Chennai Telephones**

<b>Sl. No.</b>	<b>Description of work</b>	<b>Unit</b>	<b>Approved Basic Rate in Rupees</b>
<b>1</b>	TAR Cutting up to 100mm Thick along the road	per Sq.meter	<b>286.48</b>
<b>2</b>	TAR Cutting from 100mm upto 300 mm Thick along the road	per Sq.meter	<b>319.79</b>
<b>3</b>	TAR Cutting beyond 300mm Thick along the road	per Sq.meter	<b>319.79</b>
<b>4</b>	Earth work Excavation in All kinds of Soil	per Cu.Meter	<b>425.65</b>
<b>5</b>	Breaking concrete pavement/structure	per Cu.Meter	<b>425.65</b>
<b>6</b>	Back filling with excavated earth including ramming and consolidating	per Cu.Meter	<b>119.18</b>
<b>7</b>	Disposal of surplus earth	per Cu.Meter	<b>254.65</b>
<b>8</b>	Chipping concrete, removing entry frame, Painting 2 coats with AC black & refixing etc.,		
<b>a</b>	for Man-Hole	Each	<b>1729.75</b>
<b>b</b>	For Hand hole (1.5mX0.6mX0.9m)	Each	<b>674.56</b>
<b>9</b>	Providing Centring & Shuttering	per Sq.meter	<b>379.58</b>
<b>10</b>	Laying and Jointing PVC Pipes (Excluding cost of PVC Pipes and Solvent Cement) (skilled)		
<b>a</b>	110 mm OD	per meter	<b>8.83</b>
<b>b</b>	50 mm OD	per meter	<b>3.09</b>
<b>11</b>	Laying Cement Concrete 1:2:4 (1- Cement, 2 Sand and 4 20mm jally)	per Cu.Meter	<b>10907.75</b>
<b>12</b>	Plastering with cement mortar(1:3) (1-Cement 3-Sand)	per sq.meter	<b>339.88</b>
<b>13</b>	Painting the entry frame and cover slab frames with two coats AC black paint including cost of paint, labour etc.		

a.	Manhole	Each	<b>375.97</b>
b.	Handhole	Each	<b>133.43</b>
14	Duct cleaning & rodding	per meter	<b>10.36</b>
15	Providing Nylon Rope 4mm Thick	per meter	<b>9.60</b>
16	Supply and fixing bellmouth PVC end cups		
a	Material 110 mm (with fixing cost)	Each	<b>196.00</b>
b	Material 50 mm (with fixing cost)	Each	<b>140.00</b>
17	Making hole in the man hole/ exchange wall, fixing poke out pipes and finishing and complete	Each	<b>1273.81</b>
18	Supplying cover slab for manhole -Material (Slab made of Concrete and iron) 1:1.5:3 (1- Cement,1.5 Sand and 3-20mm jally),6mm iron plate,Iron channel-150mmX75mmX6mm, Iron Rod-2.5meter,Galvanising&welding Charges inclusive of labour & transportation as per diagram and spec attached.	Per slab	<b>16500.00</b>
<b>Sl. No.</b>	<b>Description of work</b>	<b>UNIT</b>	<b>Approved Basic Rate</b>
19	Sealing of duct pipe to prevent flow of water into cable chamber/manhole including cost of materials and labour	per pipe	<b>304.55</b>
20	Hiring JCB for Tar/concrete cutting at road crossings		
a	For Minimum 3 Hours	Min.3 Hrs.	<b>4000.00</b>
b	For Additional one Hour after 3 hours.	additional 1 Hr.	<b>1200.00</b>
21	Hiring of compressor for tar cutting	per day	<b>3200.00</b>
22	Removing the damaged portion of the duct pipe including tar cutting earth work		
a	Duct in sand	per meter	<b>1598.96</b>
b	duct in concrete	per meter	<b>2125.29</b>
23	Removing the accumulated mud and sand in Man-Hole	per cubic meter	<b>925.33</b>

<b>24</b>	Opening of manholes, bailing of water and identifying the pipes	per Manhole	<b>1767.27</b>
<b>25</b>	Replacing the worn-out cover slab with the new one (including transportaion of new one from the Store yard and returning the old one from the site to the Store yard & Handling charges and excluding the slab rate)	per slab	<b>1162.43</b>
<b>26</b>	Supply of outer frame for manholes/handholes (including materials,labour & transportation)- Material- iron plate of size 150mmX150mmX6mm ,MS angle of size 1160mmX1160mm, Galvanising,welding&Painting Charges as per attached diagaram and spec.		
<b>a</b>	Manhole	Each	<b>14500.00</b>
<b>b</b>	Handhole	Each	<b>8900.00</b>

**\*\*\* Rates mentioned above are exclusive of GST.**



**SECTION 7**  
**Proforma-1**  
**UNDERTAKING & DECLARATION**

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

ii. 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.

iii. 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 vendor 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 7**  
**Proforma-2**

**NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the clause 30 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

\* ..... I.....s/o.....r/o.....  
.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.**

**OR**

\* *Following are the details of near relatives working with the BSNL.*

<i>S. No.</i>	<i>Name of the Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office &amp; section of BSNL) where working</i>

\* Strike off whichever is not applicable.

*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.*

*Signature of the Proprietor/ Partners/ Directors of the tenderer entity*

*With date and seal*

**SECTION 7**

**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 (MM), BSNL, Chennai  
Telephones.

Place:

Date:

**SECTION 7**  
**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.
- 3.

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 7**  
**Proforma-5**  
**BID SECURITY/ 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 .....

**SECTION 7  
Proforma -6**

**DECLARATION**

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

Place :

Date :

I -----(name of the vendor/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 7**  
**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 Vendor 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 vendor shall furnish Bank Guarantee to the extent of 5% 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 vendor, 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:

3. The bank hereby irrevocably and unconditionally guarantees to the BHARAT SANCHAR NIGAM LIMITED that the vendor shall render all necessary and efficient services may be required to be rendered by the vendor 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 vendor 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 vendor'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 vendor of any of the aforesaid terms and conditions and the vendor 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 vendor'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.
4. The decision of the BSNL as to whether the vendor 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.
5. The liability of the Bank under this Guarantee shall be as Principal Debtor.
6. 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 vendor and a NO DEMAND CERTIFICATE submitted to this effect by the vendor.

7. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 2 YEARS and six months 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 2YEARS and six months 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 and six months or and extension thereof, the same shall be enforceable against the Bank before the expiry of the said 2 YEARS and six months 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 and six months OR ANY extension thereof.
  
8. The Guarantee herein contained shall not be affected by any chance in the constitution of the vendor of the Bank and shall be continuing one.
  
9. 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 vendor 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 vendor or any other forbearance, act, of the commission on the part of the BSNL, or any indulgence by the BSNL to be vendor 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.
  
10. The Bank undertakes not to invoke this Guarantee during its currency except with the previous consent of the BSNL in writing. **While extending the tender period, Security Deposit in the form of Performance Guarantee is to be furnished by the bidder to commensurate with the period and value of the extension.**

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 7**  
**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 7**  
**Proforma-9**

**AGREEMENT**

**The successful tenderer shall have to execute the following agreement :-**

This agreement made on this ..... day of month.....

**(Year)** ..... Between M/s. ....

hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heirs, executors, administrative representative and assignee) of the one part & BSNL CHENNAI TELEPHONES hereinafter referred to as BSNL of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the execution of miscellaneous duct works like repairing and attending to defects in the Telecom. cable duct routes Manholes and Handholes including raising / lowering of Manholes and Handholes and other associated works in BSNL CHENNAI TELEPHONES on the terms and conditions herein contained and the rates approved by the BSNL CHENNAI TELEPHONES (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract, that is to say from ..... to ..... Or completion of work for Rs. .... (In words) ..... Whichever is earlier or until this Contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labourers employed at his own expenses and by means of tools, implements and equipment, etc. to be supplied by him to his labourer at his own expenses, all the miscellaneous duct works as described in tender documents (Annexed to the agreement), when BSNL or area GM/DGM/DE or any other persons authorized by BSNL Chennai Telephones in that behalf required. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by the exigencies of service.
- 2) The NIT (notice inviting tender), bid documents (qualifying and financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expressions "The agreement" or "The contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means and materials as well as tools, appliances, machines, implements, vehicles for transportation, charge, etc. required for the proper execution of work within the time prescribed in the work orders.

- 4) The contractor hereby declares that no body connected with or in the employment of the BSNL is / shall ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions, etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) Any dispute arising out of this contract under this agreement shall be within the legal jurisdiction of Chennai Courts only.

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

Above written:

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

Witness:

1

.

2

.

Signed and delivered on behalf of

GM(CFA) BSNL Chennai Telephones

Witness:

1.

2.

**SECTION 7**

**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 7**  
**Proforma-11**  
**Bidder's profile & Questionnaire.**  
**Tenderer / Bidder's Profile & Questionnaire**  
**(To be filled in and submitted by the bidder)**

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....
2. Present Correspondence Address .....

Telephone No. .... Mobile No. .... FAX No.

3. Registered Office .....

.....

..... Telephone No.

..... Mobile No. ....

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

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

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

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

.....

.....

- 7.A Permanent Account No. : .....

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

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

9. Branch Serial No. (MICR No.):..... Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Chennai? If so state its Address

.....

.....

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

GSTN1.....

GSTN2.....

GSTN 3... .. and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....

.....

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

2.1 If Yes, Give details

.....

.....

3. Suggestion for improvement of the tender document.

.....

.....

.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

Date :

SECTION 7  
Proforma-12

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 7  
Proforma-13**

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

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

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

Date of Effect:

I hereby express my willingness to receive payment of the bills through Electronic fund transfer scheme. I do authorize 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

BANK/BENEFICIARY DETAILS FOR ONLINE PAYMENTS

Name of The Company	BSNL CHENNAI TELEPHONES
Bank Name	Union Bank of India
Account Number	527401010012073
IFSC CODE	UBIN0552747
Branch Name	Armenian Street



**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code  
(for Foreign Vendors) :

IBAN  
(for Foreign Vendors) :

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

**Industry Status:**

Micro/ SSI Status : Yes  No

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

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

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

(For Office Use)

Vendor Account Group :  Payment Method :

TDS Type - Invoice :  TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

**ANNEXURE - C**

**(Standard Tender Enquiry Document)**

<b>Appendix-1 to Section 4 Part A of Chapter 4</b>		
<b>Sl.No</b>	<b>Defaults of bidder/Vendor</b>	<b>Action to be taken</b>
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 APO but before receipt of PG/ SD	<p>i) Cancellation of APO ,</p> <p>ii) Rejection of Bid</p> <p>iii) Banning of business for up to three years which implies barring further</p>

	(DD,BG etc.)	dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order
	(iii)If detection of default after receipt of PG/ SD (DD,BG etc.)	<ul style="list-style-type: none"> <li>i) Cancellation of APO ,</li> <li>ii) Rejection of Bid</li> <li>iii) Forfeiture of PG/SD.</li> </ul> <p>However on realization of PG/ SD amount ,if not already released shall be returned</p> <ul style="list-style-type: none"> <li>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</li> </ul>
	(iv )If detection of default after issue of PO/WO	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of PO/WO and Cancellation of APO</li> <li>ii) Rejection of Bid &amp;</li> <li>iii) Forfeiture of PG/ SD.</li> </ul> <p>However on realization of PG/ SD amount, if not released shall be returned.</p> <ul style="list-style-type: none"> <li>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</li> </ul>
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
--------	----------------------------------	--------------------

A	B	
4.2	<p>Failure to supply and/ or</p> <p>Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>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.</p> <p>Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<p>If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD. OR</p> <p>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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	<p>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).</p>	<p>If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/BG/SD; OR</p> <p>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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including PG &amp; 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.</p>
S. No.	Defaults of the bidder / vendor.	Action to be taken
	B	C

6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	As above
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL CHTD or not.	
7	a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	Termination of PO/ WO. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order. Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C

8	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>Termination/ Short Closure of the PO/ WO</p> <p>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.</p> <p>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).</p> <p>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	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the 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.</p> <p>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).</p> <p>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.

	<p>in spite of order of Arbitrator.</p> <p>in spite of court orders</p>	<p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p> <p>Termination of contract, if any.</p> <p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp;</p> <p>Services including participation in future tenders invited by BSNL CHTD from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course</p>	<p>Take Action as per the directions of CBI or concerned department.</p>
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 6,7,8, and 9 of Section 5.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp;</p> <p>Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order.</p>
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
13	<p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	

**Note 7:** The above penalties will be imposed provided it does not clash with the provision of the respective tender.

**Note 8:**-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

**Note 9:**Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.

**ANNEXURE – D**

(To be typed on non-judicial Stamp Paper of Rs. 100.00 and attested by Notary Public)

**DEED OF INDEMNITY**

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

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

**TO AND IN FAVOUR OF**

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

**WHEREAS**

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

**NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:**

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

- I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
- II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
- III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.

2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**Date:**

**(Authorized Signatory)**

**Place:**

**<< Name of the Bidder >>**

**Witness 1:**

**Witness 2:**

**ANNEXURE -E**

**CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER**  
**(ON COMPANYS/FIRM'S LETTER HEAD)**

This is to certify that I/We,,M/s .....(Name & full address) as the front Bidder and our technology/consortium partner,M/s.....(Name &full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India

1. I/We certify that this bidder is not from such a country or, if from such contry, has been registred with the Competent Authority as per F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procument Division, Department of Expenditure, Ministry of Finance,and its subsequent clairfications, if any . I/We heareby that this bidder fulfillls all requirements in this regard and is eligible to be considered,(where applicable, evidence of valid registration by the Competent Authority shall be attached).
  
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country, has been registred with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfilsl all requirements in this regared and is eligible to be considered .(Where applicable,evidence of valid registration by the Competent Authority shall be attached).
  
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to fales at any later stage,this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/  
Proprietor of the Company  
(on behalf of the front bidder)

Status: Director/Manager/Partner/  
Proprietor of the Company  
(on behalf of tehcnology/consortium partner)

## ANNEXURE -E

### LOCAL CONTENT (LC) DECLARATION

#### Certificate to be submitted by Bidders (On Company's Letter Head)

I \_\_\_\_\_, in capacity of authorized signatory of M/s \_\_\_\_\_ (Name of the company) having Regd. office at \_\_\_\_\_ do hereby solemnly affirm and declare as under That I agree to abide the terms and conditions of Department of Telecommunications, Government of India notifications with respect to Local Content for (LC) for Telecom Products, Services or Works and the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the department of Telecommunications, Government of India for the purpose of assessing the LC. That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein. That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017. I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities as and when required.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacturing the Telecom Product / Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of Firm/Entity) :

Authorized signatory :

Name :

Designation :

Contact No :

Date :

Signature of the bidder

**ANNEXURE -F**

**CHECK LIST FOR THE BIDDERS**

Please ensure that all documents are fully authenticated by the Authorized Signatory with his/her signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

**Documents forming part of the bid: -**

Sl no	Documents	Submitted/Not Submitted. (If Not Applicable Reason in Brief)
1	Scanned copy of EMD in form of Online Payment Details/DD/BG (if Applicable)..	
2	Scanned copy of Tender Document Fee (If Applicable)	
3	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.	
4	Duly filled and signed in Bid form, as per Section 7 Proforma 12.	
5	Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP) if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.	
6	Duly signed " <b>UNDERTAKING &amp; DECLARATION</b> (Section 7 Proforma 1).	
7	Address of Bidder's Office within Chennai with proof.	
8	Undertaking for opening the office at Chennai if work order is awarded.	
9	Duly filled and signed in Tenderer's profile, as per Section 7 Proforma 11 of the Tender Document.	
10	Scanned copy of Original " <b>Power of Attorney</b> "(Registered) in case a person other than the Tenderer has signed the Tender Document.	
11	In case of partnership firm, A Declaration duly signed by all the partners nominating one of the partners to participate and execute the tender.	
12	In case of Company, A copy of the Board resolution for nominating a single person who can participate and execute the Tender.	
13	Duly filled in "No near relative certificate" (Section 7 Proforma 2) from all partners.	
14	Duly filled in – "Declaration regarding not blacklisting/not debaring from taking part in Govt. Tender by any BSNL unit/GST/PSUs" (Section 7 Proforma 4).	
15	Scanned copy of Goods and Services Tax registration certificate.	

16	Scanned copy EPF Registration Certificate.	
17	Scanned copy ESI Registration Certificate.	
18	Certificate of Minimum Wages as per Section 7-Proforma 10	
19	Undertaking form for labour license Section 7 – Proforma 13.	
20	Scanned copy of ITR of last 3 Financial years.(2020-2021,2021-2022,2022-2023)	
21	Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-D	
22	Scanned copy of PAN Card.	
23	Land Border Sharing- Declaration as per Annexure- E	
24	Local Content Declaration as per Annexure-F	
25	Scanned copy of Letter of Authorization for attending Bid Opening Event as per if applicable.	
26	Experience certificate for any 2 years from 2019 to 2024 duly attested by a Gazetted Officer or any officer of BSNL not below the rank of AGM/ Equivalent level officers.	
27	Certificate for Annual financial turnover during the last 3 Financial years, (2020-2021,2021-2022,2022-2023) and the average turnover should be at least 30% of the annual estimated cost of Rs. 32,54,440/- i.e., Rs.9,76,300/- (i.e. 30% of the annual estimated cost of the tender). 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.	

For and on behalf of M/s..... (Insert Name of Bidding Company)

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....

**END OF THE E-TENDER DOCUMENT**