



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)

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

CHENNAI TELEPHONES

**BID DOCUMENT**

**GeM -Tender for Optical Fiber Cable Construction work by Aerial and Conventional method along with Associated activities in Chennai Telephones District inclusive of CPT SSA in BSNL**

**Tender No: GEM/2024/B/5343995 dated 02.09.2024**

**DATE OF OPENING: 23.09.2024 at 17.30 Hrs**

**PRE BID Meeting on 11.09.2024 at 11.00 Hrs**

**Assistant General Manager (MM & Tender)**  
O/o GM (CFA),BSNL ,Chennai Telephones  
No.99, Bharathidasan Colony Main Road, KK Nagar,  
Chennai - 600 078.  
**Tel No: 044-28257800**



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5343995  
Dated/दिनांक : 02-09-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-09-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-09-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	Bharat Sanchar Nigam Limited Portal(bsnl)
Office Name/कार्यालय का नाम	ChennaiTelephones
Item Category/मद केटेगरी	Custom Bid for Services - OFC Construction work by Aerial and Conventional Method
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	126 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No

<b>Bid Details/बिड विवरण</b>	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	42206157
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	844123

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

AO MM

CHENNAITELEPHONES, Department of Telecommunications (DOT), Bharat Sanchar Nigam Limited Portal(BSNL), Ministry of Communications  
(Bsnl Coba Collection A/c)

#### **Splitting/विभाजन**

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	splitting criteria is defined in ATC

### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Price Breakup sheet for Financial Evaluation - [1725014906.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Scope of Work:**[1725003450.pdf](#)

**Payment Terms:**[1725003456.pdf](#)

**Penalties:**[1725003465.pdf](#)

**GEM Availability Report ( GAR):**[1725003481.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1725003489.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
11-09-2024 11:00:00	4th Floor, Tender Room, MM Cell, KK Nagar Telephone Exchange, Chennai - 600078

**Custom Bid For Services - OFC Construction Work By Aerial And Conventional Method ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	OFC Construction work by Aerial and Conventional Method
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Subramani G	600078, No. 99, BHARATHIDASAN COLONY MAIN ROAD, BHARATHIDASAN COLONY, KK NAGAR, Chennai - 600078	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

## SCOPE OF WORK AND JURISDICTION OF CONTRACT

### SCOPE OF WORK:

1. Excavation of pit of size 0.6(L) x 0.6 (W) x 1.2 (D) m in all type of soil and refilling with the excavated soil after erection of assembled tubular post including watering, ramming consolidation etc.  
Excavation of pits for a size of 0.6m (L) x 0.6m (W) x 1.2m (D) in all types of soils to erect assembled posts. The pit shall be back filled with the excavated soil and it should be watered, rammed and consolidated for every layer of 6 inches and top surface shall be neatly made well on par with nearby surface.
2. Erection of GI Pipe 2” Dia for 20 to 30 Feet height in the excavated pit and fitting the bracket at the top and concreting with 1:2:4 mix at the foot of pipe for a size 1’ x 1’ x 3’ with sign writing (Pipe will be provided by BSNL) The Posts are to be assembled by any one of the following three methods.
  - a) Hammering
  - b) Swinging
  - c) RammingThe posts are to be assembled section-by-section using any of the above methods. It may be ensured that the sections are assembled tight enough to exhibit characteristics as a single post and with stand vertically as a single post. Normally the post to be assembled such a way that after erection height of the post from surface should range from 16 feet to 24 feet based on actual height clearance requirement at site. The height clearance should be such that vertical clearance exists for all types of vehicles.
3. Construction of OFC alignment on erected poles/Existing Telephone Posts or Lamp Posts with binding at every 1.0m to the 100 lbs G.I wire and providing Tags as per Corporation Specification wherever it is needed(12F/24F).  
Construction of OFC alignment on erected poles/Existing Telephone Posts or Lamp Posts with binding at every 1.0m to the 100 lbs G.I wire. (Low Count Fiber 2F/4F/6F) and providing Tags as per Corporation Specification wherever it is needed  
**On Erected Posts**  
Aerial OFC is neatly bonded with 100 lbs. GI Insulated wire with the help of 100 lb GI wire at regular interval of 1.0m and alignment may be constructed on the erected poles. OFC may be tied with bracket at every pole with the help of 100 lbs. GI wire to avoid dislocation of alignment. All the accessories are to be supplied and to be used by Contractor.  
**On Existing Telephone / Lamp Posts**  
In many cases the OFC alignment is to be carried out on existing telephone posts. Accordingly the work is to be carried out at site. In such cases Contractor has to obtain permission from concerned authorities that maintain those posts and carry out the work. Whenever aerial alignment is carried out enough precaution should be taken such that sufficient clearance exists from other alignments and the work fully meets PTCC norms.
4. Pulling of OF Cable in PLB Pipes, Sealing of PLB Pipes by Rubber Bushes.
5. Blowing of OF Cable in PLB Pipes, sealing of PLB Pipes by Rubber Bushes.
6. Leading in OF Cable from Exchange manhole to transmission room by supplying and providing rigid PVC Pipes / PVC Hoses on existing Supports. At Exchange / GSM shelter end, it is required to lead in the OFC up to Transmission room/equipment on the existing runways, drawn through 32 mm PVC Hose/pipe and neatly bind with tie cords.
7. Digging of pit for jointing chamber, supply and fixing of pre cast RCC chamber, filling of RCC chamber with clean quarry dust, placing of Pre-cast RCC slabs on RCC chamber and back filling of jointing pit.
8. Dismantling of aerial OFC cable from the alignment, neatly coiled in the drum and returning to Stores including transportation.

9. Charges for opening manhole covers, picking up OFC Coils / Splicing Kits and closing the manhole after Splicing is completed by TXI team, including supplying of Clamps and fixing kits to the inner wall of the manhole. A manhole is required for putting the OFC joints and OF cable coils. For installing the manhole a pit of size 1 m diameter and depth of 1.65m shall be excavated and pre-cast RCC chamber of size 0.9m dia, 0.4m height and 0.05m thickness is to be supplied and provided in the pit. Cover at bottom, top is to be supplied. The top cover may be of two halves with 10mm MS bar handles to handle the cover easily. After splicing is over the chamber is filled with quarry sand. Then the remaining portion of pit shall be filled with excavated soil and rammed neatly. All the materials described above are to be supplied by the contractor himself.
10. Excavating trenches in ordinary soil up to a depth of 1.65m for a width of 0.45m at top and 0.3m at bottom and back filling the excavated trenches after laying the PLB Pipe with or without protection.
11. Excavating trenches in Soft rock ordinary soil up to a depth of 1.65m for a width of 0.45m at top and 0.3m at bottom and back filling the excavated trenches after laying the PLB Pipe with or without protection.
12. Excavating trenches in Hard rock up to a depth of 1.65m for a width of 0.45m at top and 0.3m at bottom and back filling the excavated trenches after laying the PLB Pipe with or without protection.
13. Digging of pit 1 meter towards pavement side on each manhole / joint chamber for fixing of route / joint indicator, fixing and concreting of route / joint indicator. Painting and sign writing of route / joint indicators.
14. Documentation (6 copies of documents for each route / section) with 1 soft copy.
15. Laying of PLB Pipes coupled with HDPE Sockets.
16. Laying OFC by trenching method within Customer premises at lower depth upto 1 m
17. Laying OFC by trenching method within Customer premises at lower depth upto 0.75 m
18. Laying OFC by trenching method within Customer premises at lower depth upto 0.50 m.
19. Trial pits for Locating Old /existing cable of Pit Dimension 1 M\*0.5M\*2 M with unit per pit. Restoration to the Original condition in respect of the places where the flooring is with Interlocking Tiles / Bricks / Concrete Slabs.
20. Road Restoration work with Cement Concrete 1:4:8 mix of thickness of 225 mm including supply of concrete to evenly match the road with length- as variable (X) \* width -0.45m \*depth -0.225 m ( X\*0.45m\*0.225m)
21. Road / Rail Crossing through Horizontal Boring method and inserting 65 / 40 mm dia. G.I. Pipes / PLB Pipes/DWC manually.
22. Laying and fixing of 65mm /40mm G.I. Pipes in Trenches with PLB Pipes /Coils inside and drawing PP rope.
23. Laying and fixing of 65mm / 40mm G.I. Pipes /G.I. Troughs on Bridges and Culverts with PLB Pipes / Coils inside
24. Laying, Fixing and Sealing DWC pipes in Trenches with PLB Pipes / Coils inside and drawing PP Rope.
25. Providing RCC Protection at Site to PLB or G.I. Pipes with 1:2:4 cement concrete with weld mesh reinforcement of 10 SWG at 7.5 cm x 5.0 cm C/C.

26. Charges for breaking initial layer of asphalt / concrete in riding surface of major roads up to 45 cm width and 40 cm thick over and above item.
27. Road Restoration work with Cement Concrete 1:4:8 mix of thickness of 225 mm including supply of concrete to evenly match the road with length- as variable (X) \* width -0.45m \*depth -0.225 m ( X\*0.45m\*0.225m).
28. Splicing of OF cable after the approval of competent authority and splice loss at the joint should be less than 0.01db.
  - a) 2F/ 4F per Joint rate
  - b) 6F/12F per Joint rate
  - c) 24 F per Joint rate
  - d) 48F per joint rate (Ribbon Fiber)
  - e) 48F per Joint rate (Individual Fiber)
  - f) 96F per joint rate (Ribbon Fiber)
  - g) 96F per Joint rate (Individual Fiber)
  - h) 144F per Joint rate
  - i) 288F per Joint rate

Note: No extra payment will be made for the materials supplied by the Contractor.  
The cost must be included in the quoted rates of respective items of work.

## 1.2 ASSOCIATED ACTIVITIES

- a) **Transportation of Materials:** The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot at various stores available with Chennai Telephones. The contractor shall be responsible for transporting the materials, to be supplied by the department or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.
- b) **Obtain Right of way/way leave permission** from Road/ Railway/Corporation /Municipality /Local Bodies/Police and other authorities etc in the most cost effective manner as detailed in clause 3 Of SCC(Special conditions of contract). It is the contractor's responsibility to obtain permission from the local authorities such as Corporation, Municipalities, Panchayats, or City roads / Highways and Traffic police etc. Application for permissions from local authorities / Traffic police will be issued by the SDE – in charge and the contractor shall co-ordinate with local authorities and pursue to obtain the estimate for reinstatement charges if any. Payment will be arranged by the DE/TXI. For getting such permission, BSNL will not pay any extra payment for Contractor.

## 2. BRIEF DESCRIPTION OF WORK

- 2.1 The work which shall be carried out as per Construction Specifications issued by BSNL contained in this bid document, involves Conventional Trenching and Reinstatement (CTR); Related Allied Works (RAW). The construction specification given below covers Conventional trenching and reinstatement and allied works.
- 2.2 Open trenching at 165 cm depth & width of 45 cms at top and 30 cms at bottom.
- 2.3. Permanently lubricated (PLB pipes) will be supplied by BSNL in coils of varying lengths from 200 meter onwards. Spools should be de-coiled using jack mechanism and bends removed by proper forming so that the pipes are straight. This will be part of contractors works and no extra payment will be paid. In addition to the laying of PLB pipes, there may be cases where PVC pipes of straight lengths may have also to be provided.

2.4 Whenever there is any doubt in any of the construction step, BSNL's Engineering Instructions on Under Ground Optical Fiber Cable Laying Works shall be referred.

### **3. Disposal of Empty Cable Drums:**

**a)** The contractor shall be responsible to dispose of the empty cable drums after laying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.

**b)** It shall be obligatory on part of the contractor to dispose of the empty cable drums at his/their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/were issued or from any other amount due to the contractor or the Security Deposit.

**c)** The contractor shall not be allowed to dump the empty cable drums in Govt. / Public place which may cause inconvenience to the department /public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Department shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the bill/security deposit/any other amount due to the contractor.

### **4. Supply of Materials:**

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

### **5. Cost Of Work:**

The estimated cost of work is as mentioned in the bid document 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% of the contract value of the work.

#### **Jurisdiction of work:**

- Works to be executed in the Territorial Jurisdiction of **BSNL, Chennai Telephone District** including Chengalpattu SSA comprises of
- Zone A : Corporation of Chennai City.
- Zone B : Peripherals of Chennai Corporation falling under municipalities and Village Panchayats (area other than Chennai Corporation & erstwhile Chengalpattu SSA.
- Zone C : Seven SDCAs of erstwhile Chengalpattu SSA.

**PRICE BREAK UP SHEET**

**Sub : GEM BID No.** \_\_\_\_\_

**Name of work: Optical Fiber Cable Construction work by Aerial and Conventional method along with Associated activities in Chennai Telephones District inclusive of CPT SSA in BSNL.**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the Optical Fiber Cable construction work in this tender in conformity with the said specifications and conditions of contract, at the percentage (below / at par/ above) schedule of quantities and estimation of cost of works put to tender mentioned in the tender document quoted as under:

<b>Item Description</b>		<b>Estimated Rate (Inclusive of GST) in Rs</b>
Optical Fiber Cable Construction work by Aerial and Conventional method along with associated activities in Chennai Telephones District inclusive of CPT SSA	Aerial method – 690.750 km and Conventional method – 3 km	4,22,06,157
Rate Quoted	Above	% of Estimated rate
	In words	
	<b>or</b>	
	Below	% of Estimated rate
	In words	
	<b>or</b>	
	At PAR	

**For the purpose of GST, applicable SAC is .....**

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

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

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

Signature of the tenderer.....

Name of Tenderer.....

*Note:* Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies , Goods & Service tax (GST).

## Bid Specific Additional Terms , Conditions & Specifications

**IMPORTANT NOTE: In case of any discrepancies between the clauses in this ATC and those appearing elsewhere in the bid document, the clauses of this ATC shall prevail.**

**1. Bidders are instructed to read ,understand and sign each and every page.**

**2. All the necessary Documents, Certificates pertaining to this BID including BID specific ATC Document to be signed and uploaded.**

### INSTRUCTIONS TO BIDDERS

#### General Instruction to Bidders (GIB)

#### A. INTRODUCTION:

##### 1. DEFINITIONS

The **BSNL** means Bharat Sanchar Nigam Limited, the company with Chairman & Managing Director and Board of Directors, with Head Quarter at New Delhi.

All references of :

Department

Chief General Manager

Principal General Manager

Sr. General Manager/ General Manager

Addl. General Manager/ Joint General Manager

Deputy General Manager

Divisional Engineer

Sub Divisional Engineer

Junior Telecom Officer

Chief Accounts Officer

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 Information Technology, Government of India.

- b. The jurisdiction of GM/Addl.GM/ DGM/DET shall mean the territorial area under their control for the purpose of administration and management of the projects and other associated functions.
- c. Representative of GM/Addl.GM/ DGM / DET means Officer and staff under their control for the time being deputed for supervising the work or testing etc.
- d. **Engineer in – charge:** The Engineer in – charge means the Engineering Officer nominated by the GM/Addl.GM/ DGM to supervise the work, under the contract.
- e. **Site Engineer:** Site Engineer shall mean JTO/SDE of the BSNL who may be placed by the work order issuing authority as in-charge of the work at site for supervising the work.
- f. **A/T Unit:** A/T unit shall mean Acceptance and Testing unit of the BSNL.
- g. **A/T Officer:** An officer authorized by BSNL to conduct A/T.
- h. The words bidder and tenderer have been used interchangeably.
- i. **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 the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and

instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- j. **Contractor:** The contractor shall mean the individual, firm or company, approved to undertake the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- k. **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.
- l. **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.
- m. **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.
- n. **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- o. **Extension of Time:** Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time. The EOT may be with/without Liquidated damages as may be decided by the competent authority.
- p. **Date of Commencement of work:** Date of commencement of work means the date of actual commencement of work or 7<sup>th</sup> day from the date of issue of work order, whichever is earlier.
- q. **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.
- r. **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.
- s. **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, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.
- t. **Extra work:** as used herein any work or compliance with any requirements, other than a change, which is not expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part there of shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

## 2. **ELIGIBILITY OF BIDDERS:-**

- (i) The invitation of bids is open to all bidders as per the eligibility mentioned in GEM BID DOCUMENT.
  - (ii) The experience certificate for carrying out the works and amounts received should be in the prescribed Proforma-5 and the certificate should be under the signature of officer responsible for maintaining the contractor’s ledger e.g. AGM/AO (Cash)/DDO or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ TCIL/ ITI/ Rites/ HCL/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking and Private Telecom Operators as the case may be.  
Of late big Govt. contracts are being carried out by the Public Sector Undertakings mentioned herein through a chain of contractors. In such case, the experience certificate, if issued, in favor of a contractor, in the chain, by such PSUs in the prescribed format shall be acceptable.
- a. For an amount equal to at least 90% of estimated cost of work put to tender during last 5 financial years plus the subsequent period ending the month preceding the one in which Gem bid is issued
- OR
- b. For an amount equal to at least 120 % estimated cost of work put to tender during last 7 financial years plus the subsequent period ending the month preceding the one in which Gem bid is issued

## **B. THE BID DOCUMENT**

### **3. BID DOCUMENT:**

3.1 The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Document includes:

#### **3.1.1. Part-A (Qualifying Bid):**

3.1.1.1	GEM Bid document
3.1.1.2	Scope of Work and jurisdiction of the contract
3.1.1.3	General Instruction to Bidders
3.1.1.4	General (commercial) conditions of the contract
3.1.1.4	Special Conditions of Contract
3.1.1.5	Important Instructions
3.1.1.6	Proformas
3.1.1.7	Annexures
3.1.1.8	Price Breakup sheet

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

### **4. CLARIFICATION OF BID DOCUMENTS and PRE BID CONFERENCE**

4.1 Prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Email to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest up to 3 days from issue of Bid document. Copies of the query (without identifying the source) and clarifications by BSNL if any, by the tender issuing authority shall be placed on e-tendering web-site in form of Addendum/Corrigendum.

(Format for submission of queries in Excel sheet only)

4.2 Any clarification issued by BSNL in response to query raised 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.

4.3 Pre-bid conference will be conducted for clarifying issues/clearing doubts, if any, about the specifications and other allied technical/commercial details of the services projected in the bidding document and for ensuring that the technical requirements provide a level playing field. The date, time and place of the pre-bid conference is indicated in the first page of the bid Document. Bidders to submit written queries in advance of the conference.

### **5. AMENDMENT OF BID DOCUMENTS**

5.1 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.

5.2 The amendments shall be notified in writing by Email or by Addendum through GeM portal to all prospective bidders and these amendments will be binding on them.

5.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably. All the amendments/corrigendum/addenda/extension of date(s) shall be published only on GeM portal. Therefore, the prospective bidders are advised to visit the website regularly.

## C. PREPARATION OF BIDS

### 6. DOCUMENTS COMPRISING THE BID

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

- 6.1 Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clauses as per GIB.
- 6.2 EMD/Bid Security furnished in accordance with requirement mentioned in this BID DOCUMENT
- 6.3 Complete Price schedule document.

### 7. BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided along with the prices.

### 8. 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 eligibility terms and conditions of Bid Documents.

#### a. **List of Documents to be uploaded on GeM portal**

1. Scanned copy of the duly filled and signed Bid Form, proforma 1 of the tender document.
2. Scanned copy of the duly filled and signed Bidders Profile, proforma 2 of the tender document.
3. Attested copy of Latest and Valid MSE/NSIC Certificate duly certified by MSME/NSIC if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted along with UAM certificate.
4. Scanned copy of PAN card
5. Scanned copy of the valid EPF Registration Certificate.
6. Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards BID SECURITY/EMD. If exempted from payment of EMD, Submit Proof regarding Exemption.
7. Scanned copy of the valid ESI Registration Certificate.
8. Scanned copy of the valid GSTIN Registration Certificate.
9. Scanned copy of Solvency certificate from the banker of the tenderer: For works costing up to Rs. 20 lakhs-solvency certificates 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 <i>be older than 3 months from the date of issue of Bid document.</i>
10. Copy of ITR for last three FY (2020-2021,2021-2022 and 2022-2023) and audited financial statements for FY (2020-2021,2021-2022 and 2022-2023)
11. Scanned copy of the Experience Certificate(s), proforma 5 of the tender document
12. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship. The registration of the firm, authenticated copy of partnership deed in cases of partnership firm or Certificate of Incorporation in case of the company. Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
13. Scanned copy of Registered Power of Attorney (duly registered with sub registrar)/Resolution

of Board of Directors, authorizing individual(s) including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable).
14. Scanned copy of Near Relationship certificate , proforma 4 of the tender document.
15. Scanned copy of Undertaking & Declaration as in proforma 3 of the tender document.
16. Scanned copy of Land Border sharing Declaration as in proforma 6 of the tender document.
17. Scanned copy of Local content Declaration as per performa-7 of the tender document.
18. Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement
19. Scanned copy of Letter of Authorization for attending Bid opening Event as per performa-8 if applicable
20. An undertaking that Bidder is not black-listed by any Central/ State Governments/ PSUs in India and by GST authorities at the time of submission of bid.
21. Scanned copy of Entire Tender Document digitally or Manually signed on all pages without any alternation along with Addendum/Corrigendum.
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-3.
23. Checklist of the documents submitted as per Annexure-8.

Self-attested copy of all above mentioned documents are required to be uploaded along with the bid otherwise bid will be liable to be rejected.

**b. Physical Envelope shall contain : (OFF LINE SUBMISSION)**

1. DD/Banker Cheque or Bank Guarantee for EMD. (If applicable).
2. Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from EMD)
3. Power of attorney (if applicable) in accordance with clause 13.3 of GIB.

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 Tender document. In case of MSE (Micro & Small Enterprise) Bidder, valid MSE Certificate / Udyam Registration certificate, broadly covering the tendered services, for claiming exemption of EMD shall be required to be submitted.

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

1. Bank Transaction details with UTR Number towards the successful e-payment for EMD.
2. DD/Banker Cheque or Bank Guarantee (if opted for EMD) .
3. Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from EMD)

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

Originals of bank instruments such as DD or EMBG towards EMD/Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5days 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 document such as Power of Attorney, Bid Form, Solvency certificate etc, submitted as scanned copy, in Technical bid part on GeM portal (1st electronic Envelope), which the bidder will have to comply with.**

**c. Financial envelope shall contain (On-line Submission)**

- Price Schedule for Quoting the rates for services
- Physical copy of Financial Bids will not be received from bidders .

**9. DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS**

9.1 Pursuant to Clause 6 of this Section, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all services which he proposes to supply under the contract.

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

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

**10. BID SECURITY / EMD**

10.1. The bidder shall furnish, as part of its bid, a bid EMD 2% of the estimated cost of tender in one of the following ways:-

a. E-payment (RTGS/NEFT) /Demand Draft/ Banker's Cheque drawn in favour of "BSNL COBA Collection A/c" and payable at Chennai.

The details for E-payment (RTGS/NEFT)

1. Bank Name : Union Bank of India.
2. Bank Account No. : 527401010012073
3. IFSC code: UBIN 0552747
4. Branch Name: Armenian Street

b. Bank Guarantee(s) from a Scheduled Bank in India, drawn in favour of " CGM, BSNL, CHENNAI TELEPHONES" which should be valid for 210 days (i.e., one month above the offer/bid validity period) from the tender opening date.

c. The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small &Medium Enterprises valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must include Infrastructure Maintenance Services.

10.2 If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO/ LOI & submit required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

10.3 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 10.7.

10.4 A bid not secured in accordance with Para 10.1 and 10.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on GeM portal for e-tenders .

10.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to Clause 12.

10.6 The successful bidder's bid security will be refunded after signing of agreement with the approved bidder.

- 10.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently;
  - or
  - b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/agreement in accordance with Clause 27.
- 10.8. Bid Security will not carry any interest.

### **11. BID PRICES:**

- 11.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies inclusive of Goods and service tax in case of works to be executed. The contractor shall be responsible for loading/unloading and transporting the materials, to be supplied by the BSNL from any BSNL store / Telecom factory to the work site. The charges on this account shall be regulated as per the rates in Standard Schedule of Rates (SOR in Annexure-6). The offer shall be firm in Indian Rupees.
- 11.2 Prices shall be quoted by the bidder only in the standard schedule of rates in the schedule of quoting rates (Financial Bid). Prices quoted at any other place shall not be considered. Quoted rates shall be inclusive of Goods and Service Tax (GST) as applicable.
- 11.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 11.4 In case of any variation in quantity of individual items, arising from change in method of execution warranted due to statutory requirement of local bodies/state govt./central govt. which was not stipulated in survey and incorporated in SOR/quantity earlier, may be made as per actual without aforesaid capping of payment. The variation on this account shall be permitted only with prior approval of the tender approving authority after recording adequate reasons and justification supported by statutory orders/documents necessitating such change subject to limits of variation of overall contract value as stipulated under Clause- 25 of this section of bid document.

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

#### **For Bids:**

- 12.1 Bid shall remain valid for period specified in BID DOCUMENT GEM ID . A bid valid for a shorter period and if on pointing out by BSNL for same, the bidder does not undertake to make his/her bid valid for required duration, then the bid shall be rejected by BSNL and treated as non-responsive.
- 12.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 10 shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.
- 12.3 Price initially fixed at the time of Work Order shall remain fixed during the entire duration of contract including extension if any.

#### **For Contract:**

- 12.4 The period of this contract will be one year from the date of agreement. However, the BSNL reserves the right to extend the contract further on mutual consent, up to one year on the same rates, terms & conditions, which shall be binding on the contractor.

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

- 13.1 The bidder shall submit his/her bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the

documents must be authenticated, by hand signatures by the authorized person and then uploaded on GeM portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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. All pages of the original bid, except for un-amended printed literatures, shall be manually signed by the person or persons signing the bid.

13.3 **Power of Attorney**

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

**14. SEALING AND MARKING OF BIDS**

14.1 In Single stage bidding & two envelopes system the bidder shall submit his/her bid online in two electronic envelopes;  
The First envelope will be named as Techno-commercial bid. Second envelope will be named as Financial bid containing Price Schedules.

14.2

- a) The offline envelope if any Applicable shall be addressed to the purchaser inviting the tender.  
AGM (MM & Tender),  
O/o. G.M (CFA)  
99, Jawaharlal Nehru Road, KK Nagar, Chennai-78,
- b) The offline envelope shall bear the name of the tender, the GEM ID number.
- c) The offline Envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be hand delivered to AGM (MM & Tender), Chennai Telephones or sent by registered post or delivered in person on above mentioned address (address is given in Clause 14.2 (a). The responsibility for ensuring that the offline envelopes are delivered in time, i.e by the time of opening would vest with the bidder. The purchaser shall not be responsible if the bids are delivered elsewhere.
- e) Venue of Tender Opening: O/o. GM (CFA), 99, Jawaharlal Nehru Road, KK Nagar, Chennai-78 at specified time & date as stated in Bid document.

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

**15. SUBMISSION OF BIDS**

- 15.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in this BID Document.
- 15.2 BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 5 of this Section in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

**16. LATE BIDS**

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

**17. MODIFICATION AND WITHDRAWAL OF BIDS**

17.1 The bidder may modify, revise or withdraw his/her 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 of this Section, no bid shall be modified subsequent to the deadline for submission of bids.

**D. BID OPENING AND EVALUATION:**

**18. OPENING OF BIDS BY BSNL**

18.1 BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified BID Document GEM ID

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.

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

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

18.5 In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the Techno-commercial bid shall be opened on the date of tender opening given in Bid document. The financial bid will not be opened on the Date of opening of Techno-commercial bids. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

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

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

18.7 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, 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 BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

**20. REJECTION OF BIDS**

20.1 All the conditions specified in the Bid documents are critical and are to be complied. Non-compliance of any one of these shall result in outright rejection of the bid.

a) The bids will be rejected at opening stage if Bid security /EMD is not submitted as per Clause 10

b) Bid validity is less than the period prescribed in Clause 12.

c) If the eligibility condition as per Clause-2 of this section is not met and documents for the same are not enclosed.

d) Price Schedule: Prices are not filled as prescribed in the price schedule.

- 20.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned above, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid Opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the Tender process with full justification quoting specifically the violation of tender condition if any.
- 20.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder / companies present on the occasion.
- 20.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against this tender.
- 20.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three working days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

## **21. PRELIMINARY EVALUATION :**

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations.
- 21.3 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

## **22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive. The evaluation and comparison of responsive bids shall be on the percentage (above/at par/below) offered and indicated in schedule of quoting rates of the bid documents. Bidder quoting the lowest rates will be L-1 for this tender.

## **23. CONTACTING THE BSNL:**

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

## **24. AWARD OF CONTRACT AND DISTRIBUTION OF WORK**

- 24.1 After Proper L1 rate is finalized and Approved by Competent Authority and same L1 approved rate shall be counter offered to other eligible bidders. On receipt of written acceptance from other eligible bidders within a week of intimation, the BSNL shall consider for enlisting them in panel of Contractors for work mentioned in Tender document.

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.

BSNL shall limit the number of contractors to a maximum of 3 or 2 or 1 , for whose offers have been found acceptable as in Clause 24.1 above arranged from the lowest offer. The work will be allotted in the following ratio

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		
	L1	L2	L3
One bidder	100%	Nil	Nil
Two bidders	60%	40%	Nil
Three bidders	50%	30%	20%

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

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

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

**Note 1:** If no eligible MSE/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 2:** If L-1, L-2, L-3, etc happens to be MSE/NSIC bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE/NSIC bidders.

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

**Note 4 :** The 25% includes a sub-target of 5% procurement from the MSEs owned by SC/ST entrepreneurs.

- 24.2 The Empanelment of Contractor shall come into effect only after completion of necessary procedural formalities like payment of Security Deposit, signing of Agreement.
- 24.3 **Extension of tender period:** The period of this contract will be One year from the date of agreement. However, the BSNL reserves the right to extend the contract further, up to one year on the same rates, terms & conditions, which shall be binding on the contractor. While extending the tender period, Security deposit in the form of performance Guarantee is to be furnished by the contractor to commensurate with the period and value of the extension.
- 24.4 If there are more than two tenderers at the same rates, the tenderer having highest experience in 7 or 5 years period category(as the case may be) shall precede to the one having lower experience while deciding ranking for considering for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out using the highest experience irrespective of criteria of 7 or 5 years period category.
- 24.5 The total work will be given piecemeal ways depending on the need and requirement. Quantum of work will not be uniform and shall be decided on the merit of the demand.

**25. BSNL'S RIGHT TO VARY QUANTUM OF WORK:**

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.

However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted upto 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same.

**26. LIABILITY :**

BSNL will not be liable to the contractor for any losses or damages, costs, charges which the contractor may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of permission from road authorities/local bodies/forest department.

**27. 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 for the BSNL's action.

**28. ISSUE OF LETTER OF INTENT:**

- 28.1 The issue of letter of intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.
- 28.2 The bidder shall within 14 days of issue of letter of intent, give his acceptance along with Performance security in conformity with clause 5(ii) of GCCC, provided with the bid documents. However, Tender Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought are deemed fit.

**29. SIGNING OF AGREEMENT:**

- 29.1 Once the tender is approved by the competent authority and Letter of Intent (Lol) is issued, the contractor shall deposit the Performance Bank Guaranty (PBG) and Material Security in the form of Bank Guaranty (BG) or cross demand draft drawn in favor of BSNL Chennai Telephones issued by a schedule bank and payable at BSNL, Chennai Telephones within fourteen days.
- 29.2 An agreement shall be signed after submission of PBG and Material Security.

**30. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 27 of GIB(General Instructions to bidders )shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids

**31. SECURITY CLAUSE**

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

**32. DEFAULTS OF BIDDER/VENDOR**

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

a) Failure to perform any other obligation(s) under the contract

**OR**

b) any other default whose complete list is enclosed in Appendix-1 of this section.

Purchaser will take action as specified in Appendix-1 of this section

**APPENDIX-1**

Sl.No	Defaults of bidder/Vendor	Action to be taken
A	B	C
	Submitting Fake/Forged	
1(a)	Bank instruments with the bid to meet terms & condition of tender in respect of tender fee and /or EMD.  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.	Rejection of tender bid of respective vendor Banning of business for 3 years which implies barring further dealing with the vendor for procurement of goods & services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. Termination/Short closure of PO/WO if issued. This implies non-acceptance of further supplies/work & services except to make the already received material work/complete work in hand.
	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 sales 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	Rejection of Bid Forfeiture of EMD Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSN for upto three years from date of issue of banning order .
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	Cancellation of APO , Rejection of Bid Forfeiture of EMD Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSN for upto three years from date of issue of banning order .
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.)	Cancellation of APO , Rejection of Bid Forfeiture of PG/SD However on realization of PG/ SD amount, if not already released shall be returned.

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

2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & Responsibilities for the following	
	Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO	Forfeiture of EMD
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO	Termination of PO/ WO. Under take purchase/ work at the risk Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO	Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. Or If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD And

		Withdrawal of TSEC/ IA issued by QA Circle
6	Submission of claims to BSNL against a contract	<p>Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking 'Set off' clause 18 of GCCC. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD</p> <p>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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD</p> <p>And</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
	for amount already paid by BSNL	
	for Quantity in excess of that supplied by Vendor to BSNL	
	for unit rate and/ or amount higher than that approved by BSNL for that purchase	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>Termination of PO/ WO.</p> <p>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>Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>Legal action will be initiated by BSNL against the Vendor if required.</p>
	Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	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	
	Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	undertakes any action that affects/ Endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated	<p>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.</p> <p>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</p>

		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
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.	Termination/ Short Closure of the PO/ WO. Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. No further supplies are to be accepted except that required to make the already supplied items work. In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).In case of turnkey projects, If the material is inducted in network & 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.
10	If the vendor does not return/ refuses to return BSNL's dues:	Take action to appoint Arbitrator to adjudicate the dispute.
	in spite of order of Arbitrator.	Termination of contract, if any. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. Take legal recourse i.e. filing recovery suite in appropriate court
	in spite of Court Orders.	Termination of contract, if any. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later
11	If the Central Bureau of Investigation/Independent External Monitor (IEM)/ Income Tax / Sales Tax / Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business	

<p>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>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>If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2</p>	
<p>If the vendor/ supplier fails to submit required documents/ information, where required.</p>	
<p>Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender</p>	
<p>Note 8:-In case of clash between these guidelines &amp; provision of invited tender, the provision in the respective tender shall prevail over these guidelines</p>	
<p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>	

## GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

### **1. APPLICATION :**

The General conditions shall apply in contracts made by the BSNL for the execution of Laying OFC by Aerial method and Pulling of Optical Fiber Cable when needed.

### **2. STANDARDS:**

The works to be executed under the contract shall confirm to the standards prescribed in the OF Cable construction practices issued by BSNL using Aerial methods.

### **3. PRICES :**

Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid. Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price except Goods and Service tax (GST) which will be paid at prevailing rate, during this period (proof of payment to the GST authority shall be submitted by the contractor on time to avail ITC by BSNL.)

### **4. SUBCONTRACTS:**

The contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances.

### **5. SECURITY :**

#### **(i) Material Security:-**

1. The successful tenderer including MSE bidder will have to deposit material security as mentioned in the scope of work subject to a **minimum of Rs 5 Lakhs in the form of bank guarantee**, valid for the period of 30 months, from a scheduled bank and in the **material security bond form** provided in this bid documents. Material security can also be submitted in the form of cross demand draft drawn in favor of BSNL Chennai Telephones issued by a schedule bank and payable at BSNL, Chennai Telephones .The Material security will be non-interest bearing deposit for any period whatsoever. BSNL reserves the right to increase the amount of material security based on the quantum of work/maximum store to be issued at the time of execution of the work at any point of time.
2. The contractor at any point of time will not be issued stores costing more than material security. If due to any reason, more store has to be issued to the contractor then the material security shall be correspondingly enhanced to an amount equal to the cost of material/stores to be issued.
3. The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to account for the material issued to him.
4. The Material security shall be released / refunded within a month from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of 'No Dues Certificate' from 'Engineer In Charge'.

#### **(ii) Performance security:**

- a. The successful bidder including MSE bidder shall submit an amount equivalent to 5% of the tender approved value as security deposit by way of Performance Bank Guarantee (PBG) within 14 days from the date of issue of **LOI, in favour of "BSNL COBA Collection A/c " payable at Chennai from any scheduled bank in India, and valid for 30 months from the date of issue of LOI.**
- a. The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract and warranty obligations.
- d. The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
- e. If there are recoveries to be made, Contractor shall deposit the money before the release of PBG for getting the PBG released and in failure to do so, PBG will be forfeited and recovery to be effected from the realized PBG amount and the balance amount, if any, after adjustment of recoveries, will be refunded to the bidder.
- f. It is the responsibility of the vendor to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PBG as the case may be.

g. No interest will be paid to the contractor on the security deposit.

**6. ISSUE OF WORK ORDERS AND TIME LIMIT:**

- i) Work will be executed by way of issuing work orders. Work orders may be issued in parts for a period as specified in the work order. The work order shall be for a part of work which will have to be completed in time as specified in work order.
- ii) The work orders shall be issued by the Divisional Engineer in-charge of OF cable construction works as per the Specifications received from Planning unit. The Divisional Engineer in charge of work shall issue the work order after examining the technical and planning details of the works to be executed.
- iii) The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or competent authority, the contractor is not executing the work at the required pace.

**7. EXTENSION OF THE TIME LIMIT:**

**7.1 General:**

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

**7.2 Application for Extension of Time and Sanction of Extension of Time (EOT) :**

7.2.1 There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT), on account of which, he desires such extension, on the same day of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority with his detailed report, within two days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

7.2.1.1 The application contains the ground(s), which hindered the contractor in execution of work.

7.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

7.2.2 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with Liquidated damages (LD) for delays in execution of works.

7.2.3 The competent authority shall grant EOT with time period for completion of work clearly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-in-charge. If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

**7.3 Grant of Extension of Time without Applications:**

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

## 8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

### 8.1 Measurement:

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

#### 8.1.2 Responsibility of taking and recording measurements:

The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100%/50% of measurements respectively. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.

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

#### 8.1.4 Method of Measurements

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

8.1.4.1 Measurements of length of cable, the length of cables laid in Aerial, through aerial alignment shall be measured by use of RODO Meter / Measuring Tape. The length should be cross-verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.

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

#### 8.1.4.3 Measurement of depth of trenches:

The cable routes of one work order shall be divided into a number of segments each of maximum 200 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 200 meters. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters in the multiples of 5 cms. For example 97 cms will be recorded as 95 cms and 103 cms as 105 cms. The points of measurements shall be at a distance of 10 meters starting from 0 (zero) Meter. For example, if the length of segment is 75 meters, the POMs shall be at 0M, 10 M, 20 M, 30 M, 40 M, 50 M, 60 M, 70M. The last POM shall be at 75<sup>th</sup> M to be recorded against Residual POM.

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

**Table -1 For Normal soil for all areas in CHTD**

Depth between	Reduction in rate
< 165 Cms to > 150 Cms.	Pro rata basis
< 150 Cms to > 130 Cms.	12.5 % of approved rates
< 130 Cms to > 105 Cms.	25 % of approved rates

**Table-2 For soft/hard rock for all areas in CHTD**

Depth Between	Reduction in rate
< 135 Cms to > 125 Cms.	5% of the approved rate.
<125 Cms to > 105 Cms	15% of the approved rate.

Table-3 For Hilly Terrain for all areas CHTD

Depth between	Reduction in rate
< 90 Cms to > 80 Cms.	5 % of the approved rate
< 80 Cms to > 65 Cms.	12.5 % of approved rates
< 65 Cms to > 50 Cms.	25 % of approved rates
Below 50 Cms	40 % of approved rates

The payment for sub normal length should be calculated using the following formula:

$$P = (100 - ROR) \times RA \times D / (100 \times ND)$$

P = Payment for one meter

ROR = Reduction in rate in % as given above

RA = Approved rate of trenching per meter

D = Actual depth in Cms.

ND = Nominal depth of trench 165/135/90 cms for which the tender has been floated.

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

The measurements of length of trenches are on running meter basis, irrespective of type of soil encountered while digging.

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

- **Measurement of length of cable:** The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring Tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
- **Measurement of other items:** The measurement/numerical details of other items shall be recorded in the sheets provided for respective items viz.
  - Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber or Pre Cast RCC type.
  - Fixing, Painting and sign writing of route/joint indicators.
  - Termination of Cable in equipment room and no. of joints.

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

8.1.6 The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check of the alignment/posts at as many locations as necessary. Bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and also when he is satisfied of other aspects of work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for such test checks.

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

**Depth Relaxation:** The depth relaxation is required at some situations. In general when HDD is used only for crossing the roads and short spans of 15 to 25 mtr length, due to the paucity of the road margin and due to the site conditions, the depth of 2.0 mtr may not be achieved. The depth also cannot be achieved at places where very

old underground concrete structures, water and drainage pipes exist. It is recommended that the depth relaxation may be given by the competent authority.

Sl.No.	Depth measured at 10 mtr from the trailing edge of the Entry Pit	Recommending Authority	Relaxing Authority
1	> or = 1.65 Mtr to 2.0 mtr	SDE in charge	DE In charge
2	> or = 1.5Mtr to 1.65 mtr	DE in charge	DGM in-charge

## 8.2 Inspection and Quality Control:

- 8.2.1 The Quality of Works: The importance of quality of Optical Fibre Cable Construction works especially laying of multiple PLB pipes/coils using open trenching cannot be over-emphasized. The quality and availability of long distance media, efficiency of the reliable media connectivity to exchanges and success of new concept of overlay access network depends upon quality of laying of Optical Fibre Cable. Further, the OF cables are vulnerable to damages due to work of other agencies.
- 8.2.2 The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.
- 8.2.3 An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).
- 8.2.4 In addition to Acceptance Testing being carried out by A.T. Wing and supervision by Constructions Officers, all works at all times shall be open to inspection of the department. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.
- 8.2.5 **Site Order Book:** The site order book is one of the primary records to be maintained by the JTO/SDE supervising the work during the course of execution of works. The noting made by officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the Site order book. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

## 8.3 Testing and Acceptance Testing:

- 8.3.1 The work shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.
- 8.3.2 **Scope of Acceptance and Testing:** The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taking by A.T. officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. officer without any additional cost to the department.
- 8.3.3 **Offering the work for acceptance and testing:** The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T. , shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.

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

## **9 WARRANTY:**

- 9.1 The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **twelve months after the acceptance testing.**
- 9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion / portions material so replaced or renewed or until the end of the above mentioned **period of twelve months**, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- 9.3 **The Cable joint shall be guaranteed for a period of ONE year from the date of closing of joint.** In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, within the stipulated period of guarantee the contractor shall repair the joint(s) at his own cost within 24 hours of informing him, **failing which the BSNL may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work plus the cost of materials used shall be** recovered from the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms and conditions of the tender. The cost of joining kit, supplied by the BSNL, so used to revive the joint shall be deducted from the final bill of the contractor pending for payment or from security if all bills have been settled.
- 9.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

## **10 AUDIT AND TECHNICAL EXAMINATION:**

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

## **11 PAYMENT TERMS:**

### **11.1 Procedure for Preparation and settlement of bills :**

11.1.1 All items of work involved in the work order which was issued by DE-In-Charge shall be completed in all respects before preparing the bills for the work against the work order. The procedure for payment of bills is enumerated as under:

- a. 100% full and final payment shall be processed after commissioning of complete route.
- b. However, if a section(s) (**\*node to node**) of the route has/have been completed in all respect and acceptance tested for making it capable of being put to use, 80% payment of the work so completed shall be made as a running bill, pending 20% to be paid after commissioning of complete route.

**\*node implies** – Exchange/Transmission center/Broadband center/BTS site/any equipment center where OFC is terminated.

11.1.2 The JTO/SDE in-charge of work shall scrutinize the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The JTO/SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T office). The JTO/SDE in-charge of work shall submit the SES in SAP, along with other documents mentioned above and

forward the SES document with the documents as mentioned hereunder to the Divisional Engineer, in-charge of work.

- Material reconciliation statement.
- Measurement Book.
- A/T Certificates.
- Details of recoveries/penalties for delays, damages to Departmental/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.
- Details of empty cable drums cost if any which needs to be recovered .

11.1.3 The Divisional Engineer shall scrutinize the SES document and for approval of the Competent Authority for processing and final payment.

11.1.4 The contractor shall prepare the final bill in duplicate after completion of the entire work entrusted against WO & acceptance and testing of all the works along with approved PO and SES and submit the same to **CIRCLE CLAIM CELL** , 4 th floor, KK Nagar Telephone Exge, Chennai-600 078 within 30 days of acceptance and testing for payment. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details:

- The bill for all the quantities as per Measurements at the approved rates.
- Adjustment of amount received against running bills.
- Store reconciliation statement furnishing account of stores received against the **Work Order** and returned to the designated Store godown as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- Letters of grant of E.O.T(s), if work could not be completed within stipulated time.
- Documentation (6 copies of documents for each route) with 1 soft copy.
- Copy of the Wage Register, Attendance Register, Monthly EPF & ESI Deposit Challan have to be submitted by the contractor along with the bills.
- Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.
- Certificate by vendor regarding wages paid as per Minimum Wages act along with bills.
- 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.
- Measurement book with relevant certificates and abstract of measurement.
- Certificate by vendor regarding wages paid as per Minimum Wages act along with bills.

**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.

**11.1.5 Forfeiture/Delay / Non-submission of bills by Contractor:** Non submission of Bills by the contractor or delay in submission of bills within the stipulated time i.e. one month from the date of completion of A/T will render levy of penalty of 0.5% (of the value of the work) per completed week of delay upto 6 months with a maximum of penalty of 10% if the reason for delay in submission of bill by the contractor is found to be satisfactory by GM TXI. The bills submitted after 6 months from the date of completion of A/T is liable for rejection and the claim will be forfeited.

## **11.2 Procedure for payment for substandard works:**

11.2.1 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that 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 Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

**11.2.2 Timely action by Site-In-charge: Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Site-In-charge to point out the defects in work in time during progress of the work.** The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also define time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the substandard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

11.2.3 Non-reporting of the substandard work in time on the part of Site In charge (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for substandard work and associated liabilities.

**11.2.4 Authority and Procedure to accept substandard work and payment thereof:** There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the Tender Issuing Authority, the items in question will not materially deteriorate the quality of service provided by the construction, Tender Issuing Authority shall appoint committee to work out the reduced rates payable to the contractor for such substandard work.

The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving substandard items of work, as Chairman and one SDE and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.

11.2.5 Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.

**11.3 No claim for delayed payment due to dispute etc:** No claim for interest or damage will be entertained or be payable by the BSNL in respect of any amount or balance which may be lying with the BSNL owing to any dispute, difference or misunderstanding between the parties or in respect of any delay or omission on the part of the Engineer in charge in making intermediate or final payments or in any other respect whatsoever.

## **12 DISPOSAL OF EMPTY CABLE DRUMS:**

- 12.1 The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking into account the prevailing market rates has fixed the cost of Optical Fiber cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.
- 12.2 Rates fixed for Optical Fiber cable drums are given in Annexure-7.
- 12.3 The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number of cable drums in the bill so that the amount is deducted from the bills due.
- 12.4 The contractor shall not be allowed to dump the empty cable drums in Govt., public place, which may cause inconvenience to Govt. /Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges to be decided by the **Competent Authority** from the bill / security deposit / any other amount due to the contractor.

## **13. LIQUIDATED DAMAGES/PENALTY CLAUSE:**

### **13.1 Liquidated Damages clause for Delays in the contractor's performance:**

- 13.1.1 The time allowed for completion of the work as per work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the BSNL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as LD for delay in execution of the work @ 0.5 % for each week of delay or part thereof, for a period up to ten weeks and thereafter @ 0.7 % for each week of delay or part thereof for another ten weeks subject to a maximum of 12 % of the cost of the work allotted as per the **work order**.
- 13.1.2 On any date, if the LD payable as above, reaches 12 (twelve) percent of the cost of the work order, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the contractor.
- 13.1.3 The days on which work is not done due to reasons beyond the control of contractor, such as natural calamities, law & order situation etc., will not be accounted for in imposing the LD.
- 13.1.4 LD for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 13.1.5 In case of slow progress of the work in a section which has been awarded to a particular contractor, if the public interest does not permit extension of time limit for completion of the work, then Tender Issuing Authority will have the full right to order that the scope of the contract may be restricted to such fraction of the work and get the balance work executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 13.1.6 The Tender Issuing Authority **reserves** the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order or as the time permitted by the competent authority.

### **13.2 Penalty for causing inconvenience to the Public:**

13.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, he shall cause to lay cable and close such trenches expeditiously. The contractor shall not leave the trenches open for more than 24 hours at a stretch in a route at a time and should take due precautions to avoid any mishap. In case of any accident, the contractor shall be fully responsible for the same and any penalty imposed on this account by any statutory authority shall be paid by the contractor. In case of failure to pay the same by the contractor it shall be recovered from his pending payment/security deposit.

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

### **13.3 Penalty for cutting / damaging the old cable:**

#### **13.3.1.1 Penalty for cutting/damaging the old cable:**

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

Size of existing UG cable Cut /damaged	Amount of penalty per cut/damage
Upto100 pairs cable	Rs 3000.00 (Three thousand)
Above 100 pairs cable & up to 400 pairs	Rs 5000.00 ( Five thousand)
Above 400 pairs	Rs 10000.00 ( Ten thousand)

For OF Cable Penalty for cutting/damaging will be as below:

Type of OF cable Cut /damaged	Amount of penalty per cut/damage
OF Cable of any size	Rs 1,50,000.00 (One Lakh Fifty thousand)

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

#### **13.3.2 Penalty to damage stores/materials supplied by the BSNL while leaving:**

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

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

13.3.3 **Penalty to damage the underground installation of other agencies:**

While trenching, the contractor should not cause damage to any underground installations belonging to other agencies and any damage caused should be made good at his own cost and expenses.

13.3.4 **Penalty for achieving lower depth** : In no case the statutory depth of boring should be (i) less than 2 mtr. from the road / ground surface and (ii) less than 1.65 m at the pits. In order to encourage the contractor to achieve required depth in the face of site constraints, the following payment schedule with penalty are to be adhered to for boring at lesser depths subject to condition that relaxation has been granted by the competent authority for lesser depths.

(i) For ground surfaces (other than pits) :

Actual Micro-tunneling (HDD) depth between	Penalty
< 2 Mtr. to > 1.50 Mtr	10% of approved rate
<1.5 Mtr	No payment. To be treated as non-standard work

(ii) For pits :

Actual Micro-tunneling (HDD) depth between	Penalty
< 1.65 Mtr. to > 1.50 Mtr	10% of approved rate
<1.5 Mtr	No payment. To be treated as non-standard work.

**14 RESCISSION / TERMINATION OF CONTRACT:**

**14.1** **Circumstances for rescission of contract:** Under the following conditions the Tender Issuing Authority may rescind the contract:

- (i) If the contractor commits breach of any item of terms and conditions of the contract.
- (ii) If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- (iii) If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

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

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

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

**14.2.2** The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3...) at their quoted rates. If the work was awarded on single tender basis then the BSNL shall get the unexecuted work completed through any other contractor approved in the area of Tender Issuing Authority at

the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the BSNL at the risk and cost of the contractor.

In such a event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by the BSNL. In this regard the decision of **Tender Approving Authority** shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or his any other account whatsoever anywhere in the BSNL or from a security deposit.

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

### **14.3 Termination for Insolvency:**

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

#### **14.3.2 Optional Termination by BSNL (other than due default of the contractor):**

The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct. The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract or any part of such items without any compensation, whatsoever, to the contractor.

#### **14.3.3 Issuance of Notice:**

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

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

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

### **15 INDEMNITIES :**

**15.1** The contractor shall at all times hold the BSNL harmless and indemnify BSNL from and against all action, suits, proceedings, works, cost, damages, charges claim and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and

all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligation or in protecting or endorsing its right in any suit or other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

#### **16 FORCE MAJEURE:**

**16.1** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.

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

#### **16. ARBITRATION**

##### **I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)**

(Not applicable in cases valuing less than Rs. 5 lakhs)

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

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

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 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 pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 and amended in 2015 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

**[29B. Fast track procedure – (1)** Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

**(2)** The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

**(3)** The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- (a)** The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - (b)** The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - (c)** An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - (d)** The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4)** The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5)** If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

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

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 amended in 2015 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 Department(s)/organizations(s)(excluding disputes concerning Railways, Income Tax, Customs & Excise departments). Such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1) 2013-DPE(GM)/FTS-1835 dt. 22.5.2018.

### III. APPLICABLE LAW AND JURSDICTION

(a) The supply order for Goods 'or' Services, including all matters 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.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

### 18. SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser 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 supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser 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 supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier. GST would not be liable on security deposit. But if supplier's security deposit is set off against any claim of the purchaser 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 supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied on such amount as being set off".

### 19. TAX INDEMNITY CLAUSE:

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

## SPECIAL CONDITIONS OF CONTRACT

### 1. GENERAL :

- 1.1 The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.
- 1.2 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.3 The 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 The 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 the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced.
- 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 Tender Approving Authority.
- 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 any other ground he shall apply in writing to the Divisional Engineer on the same day of occurrence of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of **Tender Approving Authority** shall be final.
- 1.10 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the 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, the BSNL shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or Final bill pending against any contract with the 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 administrative duties in an 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 had not 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 adjudged insolvent or going voluntarily into liquidation or having received order or other order 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, the **Tender Approving Authority** 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, the **Tender Approving Authority** on behalf of the BSNL can terminate the contract without compensation to the contractor.

However, **Tender Approving Authority**, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of **Tender Approving Authority** 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 this contract and be subject to his liabilities there under.

1.16 **Interpretation of the contract document:**

The representative of **Tender Approving Authority** 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 the Competent Authority 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.

1.2 **Notification:**

The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer 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 to 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.

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

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 the BSNL or deemed advisable on account of bad weather conditions or other Force majeure conditions.

2. **STORES SUPPLIED BY THE BSNL:**

- At no point of time the contractor shall be issued stores of value more than the contractor's material security as per clause number 5 (i) of GCCC. If at all, the work requires more amount of materials to be issued to the contractor, then the material security shall correspondingly be enhanced to an amount equal to cost of the material/stores to be issued before the issue of the store and the contractor will not have any objection to it.
- **The contractor shall transport (including loading and unloading) all stores issued to him from the Main Store, to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor.**
- All materials supplied to the contractor by the 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 Tender Issuing Authority. 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 material remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the 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.
- The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the BSNL, which is in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly about 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.

- The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the “BSNL’s calculation” (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.
- The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the BSNL. at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.

### 3. EASEMENTS, PERMITS, LICENCE AND OTHER FACILITIES:

The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work e.g.

- A) “Right of User” easements and permits.
- B) Railway and Highway crossing permits including bridge.
- C) Canal / Stream crossing permits.

**3.1 The successful bidder will be required to prepare route diagram in required format as asked by RoW authorities free of cost and shall be responsible for obtaining “Right of User” easements & permits (RoW permission). But, tendering authority shall make necessary payments towards RoW charges.**

3.2 The contractor shall be fully responsible for angling 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 Divisional Engineer.

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”. Such construction and such contingency shall be deemed to have been provided for in the rates.

3.5 At location where the OF 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 Due to any reason, if above mentioned permits etc. could not be arranged in time then the extension of time limit shall be provided as per EOT clause given in tender document.

### 4. QUALITY OF WORK:

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and / or its representative shall not manifest a change 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 therein. The representative of Tender Issuing Authority 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 to meet the requirement of the contract documents.

5. **TAXES AND DUTIES :**

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 or any of the obligations of the parties in terms of the contract 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 the BSNL from and against the same or any default by the contractor in the payment thereof.

6. **LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

**6.1 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.

**6.2 Contractors Labour Regulations:**

**6.2.1 Working hours:**

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.

1. 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.
2. Every worker shall be given a 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.
3. 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 day 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.
4. 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.

**6.2.2 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 1948**, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

**6.2.3 Payment of Wages**

- a. The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- b. 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.
- c. 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.

- d. 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.
- e. Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf. The payment to the contract workers is to be paid through Account payee cheque or online in the presence of authorized representative of BSNL.
- f. 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, 1936.
- g. The contractor /bidders /supplier shall comply with all the applicable labour laws, inter alia, the provisions of the **“Payment of Wages Act 1936, and the Minimum Wages Act 1948** or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- h. 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.
- i. 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.....”*

#### **6.2.4 Fines and deductions which may be made from wages**

6.2.4.1 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 overpayment of wages, advances granted shall be entered in a register.
- e) Any other deductions, which the Central Government may from time to time, allow.

6.2.4.2 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.

6.2.4.3 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.

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

#### **6.2.4.5 Labour records**

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.

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.

The contractor shall maintain a **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.

#### **6.2.5 Register of accidents**

The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall 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

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. The contractor shall maintain a Register of deductions for damage or loss in form XX of the CL (R&A) Rules 1971. The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971. The contractor shall deposit EPF and ESI subscription to concerned authorities of the person employed by him as per provision of EPF and ESI Acts and maintain the necessary records as per the requirement under EPF & ESI rules.

#### **6.2.6 Attendance card-cum wage slip**

- a. The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- b. The card shall be valid for each wage period.
- c. 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.
- d. The card shall remain in possession of the worker during the wage period under reference.
- e. 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.
- f. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

#### **6.2.7 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.

#### **6.2.8 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.

#### **6.2.9 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 BSNL in this behalf.

### **6.3 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.

#### **6.4 Report of Investigating officer and action thereon**

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

#### **6.5 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.

#### **6.6 Submission of Returns**

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

#### **6.7 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.

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

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.
2. If the excavation of trench alters the contours of the ground around road and highway crossing in such locations become dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL 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. Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
3. 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.
4. 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 under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risks 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 the BSNL shall promptly repair any damage incurred.
5. 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 absolve the personal of property damages, resulting there from.

**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 to same or that the BSNL may suffer or incur with respect to and / or incidental to the same. **The contractor shall have to furnish originals and /or attested copies as required by the 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 the department 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 BSNL, 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 payroll 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, the same 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 BSNL 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.

9.2 **The contractor shall also comply with the rule and regulation of EPF & ESI as per government rule and regulation from time to time at his own cost and expenses. The contractor shall indemnify the BSNL from any act or action in future or during the course of work in this regards at his own cost and expense.** Tender Issuing Authority reserves the right to withhold the contractor amount upto 25% of tender value from the bills of contractor/security deposit in case of non-compliance of these rule and regulation by the contractor.

**10. TOOLS AND PLANTS**

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments 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 dewatering 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 which 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.

## IMPORTANT INSTRUCTIONS

1. After the work commences the contractor or his authorized representative(s) shall be present at the site. The representative shall be authorized by the Divisional Engineer in charge based on the contractor's request.
2. Work shall be recorded in the site register by the site Engineer. The contractor or his authorized representative shall sign in the site register held by the site Engineer.
3. If the contractor does not provide the barricades, warning cones, warning tapes and work notice board, 5% additional penalty shall be levied. The same shall be provided by BSNL and 150% of the cost of the items shall be recovered from the contractor.
4. Due to underground utilities, if the manhole cannot be constructed at the site shown, the decision of the site engineer shall be final and binding on the contractor. If it is decided to shift the manhole within the neighborhood, the contractor shall construct at the place shown by the site engineer.
5. The right of way (RoW) shall be obtained by the successful contractor on behalf of BSNL, including various permission from authorities like water, highways, power, utilities and traffic police. The RoW charges shall be paid by BSNL. The work shall be carried out as per terms and conditions and timelines mentioned in the RoW permission. The contractor shall deploy adequate men and machine so as to complete the work within permitted time.
6. The contractor shall deploy adequate men and machine so as to complete the work within permitted time.
7. If the work is not progressing as per the schedule, the work may be either restricted or terminated.
8. After the ducts are laid by either Open trenching method, the duct integrity test shall be carried out by the contractor on the next day. This is to facilitate the Manhole contractor to commence the manhole work.
9. If any one or more number of ducts is found to fail the duct integrity test, additional laying of pipe/s shall be carried out by the contractor at no extra cost. The cost of the damaged pipe(s) shall be recovered from the contractor with additional 17.5% towards Overhead charges.
10. After the re-laying of additional pipe(s), duct integrity test shall be performed in the failed segment, on all the ducts once again.
11. After the ducts are laid by either Open trenching method, if duct integrity test is not carried out by the contractor, the test shall be carried out by BSNL and only 50% of the actual payment shall be made to the contractor for PLB pipe laying.
12. For any unfinished work BSNL shall not effect any payment.
13. The material abandoned shall be the property of BSNL. No claim in this regard from the contractor shall be entertained.
14. Rate should be quoted in figures as well as in words and corrections should be attested, otherwise tender shall be rejected.
15. The contractor shall restore the cut portions of BT/Concrete roads to their original conditions immediately on completion of the pipe laying works. If the restoration work is not satisfactory with reference to the standards prescribed by the Corporation / Highways, the amount equal to the charges as claimed by the Corporation / Highways will be recovered from the contractor.

16. The fact that the contractor is working simultaneously in one or more sections in the same Division/other Divisions, will not absolve him from the responsibility of completing the work in time.
17. Wastage of PLB pipes will be permitted to an extent of 5% of the completed length as measured on the road surface.
18. In case of wastage of PLB pipes beyond 5%, the cost of PLB pipe will be recovered from the contractor .

**BID FORM**

**GEMID:** \_\_\_\_\_

To  
O/o. AGM MM and TENDER,  
Central MM Cell, Chennai Telephones  
No:99, Jawaharlal Nehru Road, KK Nagar, Chennai -600078

Dear Sir,

Having examined the terms & conditions of bid document and the specifications including Addendum/Corrigendum (if any), the receipt of which is hereby duly acknowledged, we, the undersigned, hereby submit our offer to execute the work of Optical Fiber Cable construction work stipulated against this GEM BID No. \_\_\_\_\_ in conformity with said drawings, terms & conditions of contract and specifications.

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 will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.

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

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 in full compliance of the requirements of e-tendering.

Dated this ..... day of ..... (the year)

Signature of Authorized Signatory .....

In capacity of .....

Duly authorized to sign the bid for and on behalf of .....

Witness .....

Address .....

Signature .....

**PROFORMA-2**  
**TENDERER'S PROFILE**

**General:**

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

1. Name of the tenderer / firm \_\_\_\_\_

2. Name of the person submitting the tender whose photograph is affixed and who possesses the Digital Signature Certificate (DSC).

(a) Shri/Smt \_\_\_\_\_

(b) DSC Issuing Agency.....

(In case of Proprietary / Partnership firms/Company, the tender has to be digitally signed by Proprietor /Partner(s)/authorized signatory only, as the case may be)

3. Address of the firm

.....  
.....

4. Correspondence Address

.....  
.....

5. Tel.no.(with STD code) (O)..... (Fax).....(R).....

6. Mobile No: ----- Email-id:-----

(Note: These contact details shall be used to communicate with the tenderer / contractor and any communication sent there on shall be taken as proper communications under this contract)

7. Registration & incorporation particulars of the firm(Tick as applicable):

(i) Proprietorship      (ii) Partnership      (iii) LLP      (iv) Private Limited Company

(v) Public Limited Company

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

8. Name of Proprietor/ Partners/ Directors

.....  
.....

9. Tenderer's Bank Details:

a. Name of Bank.....

b. Name of Branch.....City.....

c. Branch Code.....

d. IFSC Code.....

10. Permanent Income Tax Account Number (PAN), .....

Income Tax circle.....

11. EPF registration number. ....

12. ESI registration number.....

13. Goods and Service Tax (GSTIN) registration No.....

14. Whether Micro or Small Enterprises (MSEs)? (Yes/No):.....

If yes, the purpose of Business for which registered.

Validity: from..... to.....

Monetary Limit.....

Type of Work .....

15. Infrastructural capabilities of the bidder:

I. **Tools and Machinery infrastructure**

a) Capacity of trenching per day (in meters).....

b) Capacity of PLB pipe laying per day (in meters).....

c) Capacity of pulling cable through duct / pipe per day (in meters).....

d) Particulars of vehicles available with the tenderer:

Type of Vehicles(s)

Registration number

.....

.....

.....

-----

II. **Man power**

e) No of trained supervisors

-----

f) Capacity of engaging mazdoors per day

-----

Place:

Signature of tenderer / Authorized signatory.....

Date:

Name of the tenderer.....

Seal of the tenderer

**PROFORMA-3**  
**UNDERTAKING and DECLARATION**

For understanding and agreeing with the terms & condition of Tender & Spec. of work

**a) Certified that:**

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

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are true and correct.
2. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted electronically
3. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
4. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer

Along with date & Seal

**PROFORMA-4**

**NEAR RELATIONSHIP CERTIFICATE**

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 proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the 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".

**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).

**CERTIFICATE :**

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**

**PROFORMA- 5**

**PROFORMA FOR EXPERIENCE CERTIFICATE**

Name and address of the issuing office (To be filled by Issuing office)

No: \_\_\_\_\_ Dated \_\_\_\_\_

Subject : Experience certificate for optical fiber cable construction work.

It is certified that M/s \_\_\_\_\_ having office at \_\_\_\_\_ whose

Proprietor(s)/Partner(s)/Director(s)are \_\_\_\_\_

\_\_\_\_\_ have successfully carried out **optical fiber cable construction work** for the amount mentioned hereunder. It is certified that these amounts have been paid to the above mentioned contractor.

SL.NO	period during which payments Made		Contract No(s).	Amount paid (Rs. )
	from	to		
1	01 -04-YYYY	31 -03-YYYY		

AGM/AO/DDO/ Equivalent Officer responsible for maintaining contractors' ledger  
Signature of office seal

**PROFORMA- 6**

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

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 country, has been registered with the Competent Authority as per F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance,and its subsequent clarifications, if any . I/We hereby that this bidder fulfills 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 registered 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 fulfills all requirements in this regard 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 false 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 technology/consortium partner)

**PROFORMA- 7**

**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 :

**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.

**PROFORMA - 9**

Pro-forma of EMD Guarantee  
(To be typed on non-judicial stamp paper of appropriate value)

**Format of 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 .....

Fax numbers .....

**ANNEXURE -1**

**Pro-forma of Material Security Bond**

(To be typed on non-judicial stamp paper of appropriate value)

Dated:.....

**MATERIAL SECURITY BOND FORM**

Whereas .....<Contract awarding authority> (hereinafter referred to as BSNL) has issued an Award Letter no..... Dated...../...../20..... for awarding the work of Optical Fibre Cable Laying work to M/s ..... ( hereafter referred to as “Contractor”) and the BSNL has asked them to submit a bank guarantee, towards material security, in favour of ..... O/o ..... of Rs. ....- (hereafter referred to as “BG. Amount”) valid up to ...../...../20.....(hereinafter referred to as “Validity Date”).

Now at the request of the Contractor, We ..... Bank .....Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called “the Bank”) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to BG Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on part of BSNL or any indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the BG Amount and it will remain in force up to its Validity date. (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.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through DD/Banker's Cheque in favour of BSNL ,Chennai Telephones

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)  
Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

**ANNEXURE -2**

Pro-forma of Performance Bank Guarantee (PBG)  
(To be typed on non-judicial stamp paper of appropriate value)

Dated:.....

**Performance Bank Guarantee (PBG)**

Whereas .....<Contract awarding authority>(hereinafter referred to as BSNL) has issued an Award Letter no..... Dated...../...../20..... for awarding the work of Optical Fibre Cable Laying work to M/s ..... (hereafter referred to as "Contractor")

and

the BSNL has asked them to submit a performance bank guarantee in favour of ..... O/o ..... of Rs. ..../- (hereafter referred to as "PBG. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date").

Now at the request of the Contractor, We ..... Bank .....Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to PBG Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.

3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the PBG Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Banker's Cheque in favour of .....

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

**ANNEXURE - 3**

**DEED OF INDEMNITY**

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

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

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

**TO AND IN FAVOUR OF**

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

**WHEREAS**

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

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

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

**(Authorized Signatory)**  
**<< Name of the Bidder >>**

**Witness 1:**

**Witness 2:**



**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 Bank Particulars are not provided, the payment will be made by Cheque only.
3. 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 - 5

**PROFORMA OF AGREEMENT**

**The successful tenderer shall have to execute the following agreement;**

GEM BID No: \_\_\_\_\_

LOI No: \_\_\_\_\_

LOA No. \_\_\_\_\_

AWARD Lr No. \_\_\_\_\_

This agreement made on this day of (month) \_\_\_\_\_ (year) \_\_\_\_\_ between M/s \_\_\_\_\_ herein after called "The Contractor" ( which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Chairman & Managing Director, BSNL through <Tender Issuing Authority> herein after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the BSNL for the execution of work of OFC laying on behalf of BSNL using aerial and Conventional method along with associated activity works of OF Cable on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits, as mentioned below, have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

a) PBG No: ..... for Rs. .... Issued by: ..... (Bank)

b) Material Security BG No: ..... for Rs. .... Issued by: ..... (Bank)

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 contact that is to say from..... ..to .....or completion of work for Rs. \_\_\_\_\_ (In words) \_\_\_\_\_ whichever is later or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching and trenchless pipe laying, cable pulling, cable splicing, joint chamber preparation, fixing, painting and sign writing or route indicators and other associated works as described in tender documents (annexed to the agreement), when the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The DNIT (Detailed Notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.

- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the Contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present herein set their respective hands and seals the day and year in

\_\_\_\_\_

Above written:

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

Witness:

- 1.
- 2.

Signed & Delivered on behalf  
of BSNL by the

Witness:

- 1.
- 2.

**Annexure-6**

**STANDARD SCHEDULE OF RATES FOR OFC LAYING/ BASIC RATES**

S.No	ITEM	Description	Unit	SOR
1	OFSR	Excavating trenches in Soft rock up to a depth of 1.65m for a width of 0.45m at top and 0.3m at bottom and back filling the excavated trenches after laying the PLB Pipe with or without protection.	Meter	471
2	OFHR	Excavating trenches in Hard rock up to a depth of 1.65m for a width of 0.45m at top and 0.3m at bottom and back filling the excavated trenches after laying the PLB pipe with or without protection	Meter	629
3	ASBR	Charges for breaking of Initial Layers of Asphalt/Concrete in riding surface of major roads up to 45 cm width and 25 cm thickness	Meter	189
4	HDPE	Laying and jointing of PLB Pipes of 40/50 Mm Diameter coupled with HDPE sockets.	Meter	9
5	GIHB	Road / Rail Crossing through Horizontal Boring method and inserting 65 / 40 mm dia. G.I. Pipes / PLB Pipes/DWC manually.	Meter	669
6	GIPT	Laying and fixing of 65mm / 40mm G.I. Pipes in Trenches with PLB Pipes / Coils inside and drawing PP rope.	Meter	11
7	GIBC	Laying and fixing of 65mm / 40mm G.I. Pipes /G.I. Troughs on Bridges and Culverts with PLB Pipes / Coils inside	Meter	21
8	OFCP	Pulling of OF Cable in PLB pipes, Sealing of PLB Pipes by Rubber Bushes.	Meter	16
9	OFCB	Blowing of OF Cable in PLB Pipes, sealing of PLB Pipes by Rubber Bushes.	Meter	18
10	JCPC	Digging of pit for jointing chamber, supply and fixing of precast RCC chamber with clean quarry dust, placing of Pre-cast RCC slabs on RCC chamber and back filling of jointing pit.	Each	3687
11	ORJF	Digging of pit 1 metre towards pavement side on each manhole / joint chamber for fixing of route/joint indicator, Fixing and concreting of route/joint indicator & Painting and sign-writing of route/joint indicators.	Each	937
12	DOCT	Documentation ( Six copies of documents for each route/section ) with one soft copy.	Lumpsum	1200

13	PCCT	Providing RCC Protection at site to PLB or G.I Pipes Cement with 1:2:4 Cement Concrete with Weld mesh reinforcement of 10 SWG at 7.5cm x 5 cm C/C in both directions	Meter	733
14	LPVC	Leading in of OF Cable from Exchange man hole to Transmission Room by supplying and providing rigid PVC Pipes/PVC hoses on existing supports	Meter	87
15	RRCC	Road Restoration work with Cement Concrete 1:4:8 mix of thickness of 225 mm including supply of concrete to evenly match the road with length- as variable (X) * width -0.45m *depth -0.225 m( X*0.45m*0.225m)	Meter	848
16	RITB	Restoration to the Original condition in respect of the places where the flooring is with Interlocking Tiles / Bricks / Concrete Slabs.	Meter	79
17	IJMH	Charges for opening manhole covers, picking up OFC coils/splicing kits and closing the manhole after splicing is completed, including the supply of clamps and fixing kits to the inner wall of the man hole	Each	942
18	TRPT	Trial pits for Locating Old /existing cable of Pit Dimension 1 M*0.5M*2 M with unit per pit	each	628
19	OFCL	Laying OFC by trenching method within Customer premises at lower depth,	Meter	
		I. upto 1 M depth	Meter	190
		II. upto 0.75 M depth	Meter	143
		II. upto 0.5 M depth	Meter	95
20	FLNW	Providing Flood Lighting with Generators for Night Works	Each	998
21	OHLC	Construction of OFC alignment on erected poles/Existing Telephone Posts or Lamp Posts with binding at every 1.0m to the 100 lbs G.I wire and providing Tags as per Corporation Specification wherever it is needed.(4F/6F)	Meter	14
22	OHHC	Construction of OFC alignment on erected poles/Existing Telephone Posts or Lamp Posts with binding at every 1.0m to the 100 lbs G.I wire and providing Tags as per Corporation Specification wherever it is needed.(12F/24F)	Meter	21
23	DAOA	Dismantling of aerial OFC cable from the alignment, neatly coiled in the drum and returning to Stores including transportation	Per Meter	12
24	OMWC	Opening of CHTD/ACCESS N/W ducts/ RCC Manholes, bailing out of water and Closing of manholes after the completion of splicing work.	Each	4588

25	OFCT	Excavating Trenches in ordinary Soil / pavements and Kutcha Surfaces up to a depth of 1.65 Metres from ground level & width of 0.45 metre at the top and 0.30 metre at the bottom and back filling the excavated trenches after laying PLB Pipe with or without protection	Meter	314
26	SPLG	Splicing of OF cable after the approval of competent authority and splice loss at the joint should be less than 0.01db.		
	SPLG	2F/4F per joint rate	per joint	500
	SPLG	6F/12F per joint rate	per joint	1020
	SPLG	24F per joint rate	per joint	2040
	SPLG	48F per joint rate (Ribbon Fiber)	per joint	1600
	SPLG	48F per Joint rate (Individual Fiber)	per joint	4080
	SPLG	96F per joint rate (Ribbon Fiber)	per joint	3200
	SPLG	96F per Joint rate (Individual Fiber)	per joint	8160
	SPLG	144F per joint rate	per joint	4800
	SPLG	288 F per Joint rate	per joint	9600
27	EPRS	Excavation of pit of size 0.6(L) x 0.6 (W) x 1.2 (D) m in all type of soil and refilling with the excavated soil after erection of assembled tubular post including watering, ramming consolidation etc.	Per pit	608
28	EPRC	Erection of GI Pipe 2" Dia for 20 to 30 Feet height in the excavated pit and fitting the bracket at the top and concreting with 1:2:4 mix at the foot of pipe for a size 1' x 1' x 3' with sign writing (Pipe will be provided by BSNL)	Per Post	961
29	EPRM	Erection of GI Pipe 2" Dia for 20 to 30 Feet height in the excavated pit and fitting the bracket at the top and concreting with 1:2:4 mix at the foot of pipe for a size 1' x 1' x 3' with sign writing (Pipe will be provided by Vendor)	Per Post	9600

**Note: Rate mentioned above in SOR of Annexure-6 are Exclusive of GST**

**ANNEXURE- 7**

**RATE OF EMPTY CABLE DRUM**

These are the rate of the empty cable drums which have to be deducted from contractor bills as per tender document.

<i>Sl.No.</i>	<i>Particulars of drum</i>	<i>Rate of disposal</i>
1	Optical Fibre cable drum 24F/12F/48F	Rs.100/- per empty cable drum
2	Optical Fibre cable drum 96F/144F/288F	Rs.200/- per empty cable drum

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

Signature of the Bidder with seal

## ANNEXURE-8

### 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 Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards BID SECURITY/EMD. (Refer clause 10 of GIB). If Exempted from payment of EMD, Submit Proof regarding registration with bodies under the MSME.	
2	Scanned copy of the duly filled and signed Bid Form as per Proforma-1.	
3	Scanned copy of the duly filled and signed Bidder's profile –Proforma- 2.	
4	Scanned copy of Proof regarding Experience as <b>per clause 2(ii) of GIB</b> in the prescribed Proforma-5	
5	Scanned copy of PAN card.	
6	Scanned copy of the valid EPF Registration Certificate.	
7	Scanned copy of the valid ESI Registration Certificate.	
8	Scanned copy of the valid GSTIN Registration Certificate.	
9	Scanned copy of Certificate of Incorporation/ Registration of firms etc. as applicable.	
10	Scanned copy of Power of Attorney a per Clause 13.3 of GIB.	
11	Scanned copy of Near Relationship certificate in the prescribed Proforma-4	
12	Scanned copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate).	
13	Scanned copy of Memorandum of Association or Partnership deed, if not a proprietor firm. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence.	
14	Scanned copy of Audited Financial Statement and ITR for <i>last three Financial years (2020-2021, 2021-2022 and 2022-2023)</i>	
15	Scanned copy of Original Solvency certificate from the banker of the tenderer: <i>For works costing up to Rs. 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 issue of Bid document.</i>	
16	Scanned copy of 'No deviation' statement or Clause-by Clause compliance statement.	
17	Scanned copy of Entire Tender Document digitally or Manually signed on all pages without any alternation along with Addendum/Corrigendum.	
18	Scanned copy of UNDERTAKING & DECLARATION as in Proforma-3	

19	An undertaking that Bidder is not black-listed by any Central/ State Governments/ PSUs in India and by GST authorities at the time of submission of bid.	
20	Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-3.	
21	Checklist of the documents submitted as per Annexure- 8.	
22	Land Border sharing -Declaration as per proforma-6.	
23	Local Content Declaration as per proforma-7	
24	Scanned copy of Letter of Authorization for attending Bid Opening Event as per Proforma-8 if applicable.	

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:.....

\*\*\*\*\*