



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

CHENNAI TETELEPHONES

BID DOCUMENT

E-Tender Enquiry document for Laying of 24F OFC for CBIC TATA DC from Swami Sivananda Salai to Kallikuppam in two different routes in eight sections by HDD method.

E-TENDER NO. AGM(TENDER)/Laying of 24F OFC for CBIC/2024-25/01 **DATED 10.01.2025**

DATE OF OPENING: 01.02.2025 at 14:30 hrs

PREBID MEETING: 18.01.2025 at 15 :00 hrs

Assistant General Manager (Tender)
O/o GM (CFA), BSNL, Chennai Telephones, 4th Floor KKN TE BLDG.,
Bharathidasan colony main road, K.K.Nagar
Chennai - 600 078.
Tel No: 044-28216414



Bharat Sanchar Nigam limited

O/o GM (CFA), BSNL, Chennai Telephones, 4th Floor KKN TE BLDG.,
Bharathidasan colony main road, K.K.Nagar
Chennai - 600 078.

E-Tender No. AGM(TENDER)/Laying of 24F OFC for CBIC/2024-25/01 Dt 10.01.2025

From:
AGM (Tender), O/o GM (CFA),
BSNL, Chennai Telephones,
Chennai-78.

To:
Prospective Bidder

Sub: Tender for Laying of 24F OFC for CBIC TATA DC from Swami Sivananda Salai to Kallikuppam in two different routes in eight sections by HDD method.

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

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

AGM Tender, BSNL,
Chennai Telephones.

SECTION-1**Notice Inviting Tender****E Tender No.** AGM (TENDER)/Laying of 24F OFC for CBIC/2024-25/1**Dated** 10.01.2025

Digitally sealed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by GM CFA, BSNL in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of BSNL from the experienced contractors, for the following works:

- Name of work:** Optical Fiber Cable Construction work by trenchless method.
- Scope and Jurisdiction of Work:** The scope and particulars of work put to tender are given in the Table below-

Sl No	Name of the Route/Area	Approx. Route Length in Kms	Estimated cost of work excluding of GST (in Rs)	Price of Bid Document (in Rs)	Bid Security/ EMD (in Rs)
1	Laying of 24F OFC for TATA CBIC DC from Swami Sivanandha Salai to Kallikuppam in two different routes in 8 sections	49.5km distributed in eight sections	3,16,28,320/-	2360/- (including GST)	6,32,566/-

TATA SIVANANDA SALAI – KALLIKUPPAM ROUTE 1(VIA PERAMBUR REDHILLS ROAD)**(Section wise allocation of routes)**

S.No	SECTION NO	LOCATION FROM	LOCATION TO	PASSING THROUGH ROADS	RKM	Estimated cost (Rs) excluding of GST
1	S-01	TATA SIVANANDA SALAI	BASIN BRIDGE END NEAR GNT ROAD	SWAMI SIVANANDA SALAI, ANNA SALAI, GST ROAD, WALL TAX ROAD	6.2km	3876006
2	S-02	BASIN BRIDGE END NEAR GNT ROAD	JIO BP PETROLEUM BUNK ON GNT ROAD NEAR CENTRAL WAREHOUSE	GNT ROAD	5.8km	3725136
3	S-03	JIO BP PETROLEUM BUNK ON GNT ROAD NEAR CENTRAL WAREHOUSE	JN OF PERAMBUR RED HILLS ROAD AND CHENNAI BYPASS ROAD (NH48)	GNT ROAD, PERAMBUR RED HILLS ROAD	5.7km	3727516
4	S-04	JN OF PERAMBUR RED HILLS ROAD AND CHENNAI BYPASS ROAD (NH48)	TATA KALLIKUPPAM	CHENNAI BYPASS ROAD, AMBATTUR RED HILLS ROAD	5.65km	3697894
					23.35km	

TATA KALLIKUPPAM - SIVANANDA SALAI - ROUTE 2(VIA PADI)

(Section wise allocation of routes)

S.No	SECTION NO	LOCATION FROM	LOCATION TO	PASSING THROUGH ROADS	RKM	Estimated cost (Rs) excluding of GST
1	S-01	TATA KALLIKUPPAM	JUNCTION OF WATER CANAL ROAD AND STATE HIGHWAYS-2 NEAR DESIGNER KITCHENS	<i>SURAPET MAIN ROAD, MADHANANGKUPPAM MAN ROAD, WATER CANAL ROAD</i>	6.9km	4282104
2	S-02	JUNCTION OF WATER CANAL ROAD AND STATE HIGHWAYS-2 NEAR DESIGNER KITCHENS	OPPOSITE TO REGIONAL TRANSPORT OFFICE (NEW AVADI ROAD	<i>STATE HIGHWAYS – 2(100 FEET ROAD), GRAND NORTH TRUNK ROAD, MADRAS – TIRUVALLUR HIGH ROA, NEW AVADI ROAD</i>	6.8km	4401733
3	S-03	OPPOSITE TO REGIONAL TRANSPORT OFFICE (NEW AVADI ROAD)	JUNCTION OF EVR ROAD - FLOWERS ROAD	<i>NEW AVADI ROAD, KILPAUK GARDEN ROAD, ORMES ROAD, FLOWERS ROAD</i>	6.2km	4039157
4	S-04	JUNCTION OF EVR ROAD - FLOWERS ROAD	TATA SIVANANDA SALAI	<i>EVR PERIYAR ROAD, GST ROAD, POLICE COMMISSIONER OFFICE ROAD, ADHITHANAR ROAD, BLACKERS ROAD, MOUNT ROAD, SWAMI SIVANANDA ROAD</i>	6.25km	3878774
					26.15km	

e-1: "The quantities 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 up to 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same".

Note-2: There is no restriction on the number of tenders a bidder can participate. Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including for reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.

Note 3 : A single vendor will be awarded maximum of two sections of his choice in the whole route even if he is eligible for more than two sections as L1.

There will be no distribution of work among eligible bidders in a single section.

However, BSNL reserves the right to award the 3rd section to the eligible bidder, if required, in the case if he is a single bidder in that section.

3. BID SECURITY/EMD: The bidders downloading the tender document are required to submit the Tender document fee as mentioned in the Section 1 through E-payment (RTGS/NEFT) /DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ Banker's cheque shall be drawn from any Nationalized/ Scheduled Bank 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.

Note: The MSE (Micro & Small enterprise) bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction services in Telecom Industry, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for Construction and Installation of OFC, Installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must also register their Udyog Aadhaar Memorandum No. on Central Public Procurement Portal (through the e-procurement website and submit registration proof in this regard along with their bid.

If the UAN is not registered on CPPP, bidder shall not be able to avail the benefits available to small and micro vendors as contained in Public Procurement Policy for MSEs, 2012. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME; in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs, URN certificate should broadly cover the Equipment/ services offered in Tender.

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

4.1 General Qualification:

- 4.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/2013 or LLP or a Firm registered under applicable Acts.
- 4.1.2 The Bidder must not be black-listed for business by any Central/State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- 4.1.3 The Bidder must have a valid PAN & valid registration under GST Act, EPF and ESI in India. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration (Latest GSTR 3B & Copy of REG 06) at the time of award of work/ LOI/signing of contract, if declared successful.
- 4.1.4 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 as per OM N.6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 imposing restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 on the grounds of Defence of India and National Security for information and compliance. (Pl refer the OM N.6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 for more details. Bidders complying this order in all respect only will be considered for placing orders. Non-compliance of this order will result in rejection of bid at evaluation stage itself.) An undertaking is to be submitted by the bidder on the Bidder Company's letterhead as per the Proforma 6 (available at the end of this Document)
- 4.1.5 A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- 4.1.6 In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.
- 4.1.7 In case of multiple GST numbers, all the numbers can be provided as an Annexure.

4.1.8 The tenderer whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in Proforma 4.

4.2 Technical Qualification:

For participating in the tender, the tenderer should meet the following eligibility criteria:

(i) The tenderer who possess experience of having successfully completed the **Optical Fiber Cable Construction works by trenchless method** in BSNL/MTNL/TCIL/ITI/Rites/Hindustan Cables Limited (HCL)/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking and other Private Telecom Service Providers having mandate to carry out OFC construction work or the PSUs directly themselves and who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender:

- a) Having minimum three years of experience in the last ten years
- b) Contractor should have minimum turnover of Rupees Eighty Lakhs in the past five years.

Note 1: The Experience should be of Optical Fiber Cable construction works by trenchless method only and does not include any other work like Pole less/Up-gradation/Maintenance works of OFC/External Plant/ UG Cable (Copper) etc.

Note 2: The experience certificate for carrying out the works and amounts received should be in the prescribed proforma and the certificate should be under the signature of officer responsible for maintaining the contractor's ledger e.g. Asst.GM/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 as the case may be.

Note 3: In case, supplier gets black-listed during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.

Note 4: 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.

4.3 Financial Qualification

- a) The bidder shall furnish Audited financial statement & IT Returns for three years (i.e. 2021-22, 2022-23 and 2023-24) .
- b) The bidder shall furnish Original 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 be older than 3 months from the date of issue of Bid document. Solvency certificate shall not be older than 3 months from the date of Issue of DNIT.
- c) Contractor should have minimum turnover of Rupees Eighty Lakhs in the past five years.

5. **Period of contract:** The duration of this contract shall be three months from the date of the agreement. However, BSNL reserves the right to extend it by one month with mutual consent, under the same rates, terms, and conditions, which shall remain binding on the contractor

6. Date of sale of tender document, Last date of submission of bid, Date of opening of Bids:

Availability of tender Document Online on e-tendering portal	Deadline for Submission Online on e- tendering E tender portal	Date of Opening of Bids Online	
		Technical bid	Financial Bid
From 10.01.2025,17.00 hrs	Upto 14:00 hrs of 31.01.2025	At 14:30 hrs of 01.02.2025	To be notified later

Note: The Price of bid document along with GST shall not be refundable.

7. If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time and the same venue.
8. The tender is invited through e-tendering process through the <https://etenders.gov.in/eprocure/app> Online portal. Kindly refer Section-4 Part C of Tender document for further instructions on e-tendering. Prospective bidders should get their registration done well in time on the e-tender portal and obtain the Digital Signature Certificate (DSC) from authorized CA, which is essential for participating in the tendering process. This link can also be visited using BSNL website (by clicking the link for e-tendering on the home page).
9. Tender will not be accepted/received on the e-tendering portal after due date and time. The officer in charge BSNL reserves the right to reject any or all tenders without assigning any reason whatsoever.
10. As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document using the link as mentioned above.
11. All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelops/parts on <https://etenders.gov.in/eprocure/app> portal including proof of deposit of cost towards e-payment (RTGS/NEFT)/DD/Banker's Cheque/ towards cost of tender and e-payment (RTGS/NEFT)/DD/Banker's Cheque/BG towards EMD as applicable.
12. **Last date and time of submission of tender document:**
Date & Time of submission of Tender bids online on or before 31.01.2025 at 14:00 hrs
Date and time of opening of Tender: 01.02.2025 at 14:30 hrs.
13. The units registered under single point registration scheme of NSIC /MSE units for OF Cable laying works are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSE for carrying out OFC work along with bid document.
14. If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.
15. Place of opening of Tender bids: Chennai.
16. The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.
17. Tender bids received after due time & date will not be accepted.
18. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
19. CGM, BSNL, CHTD reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest bid.

- 20.** The bidder shall furnish a declaration, as per proforma-3, in his/her tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
- 21.** In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 22.** All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 23.** All computer-generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 24.** The queries in respect of this bid document, if any, can be submitted through Email latest up to 13.01.2025.

25. Contact Details

BSNL Contact-1	
BSNL's Contact Person	AGM TENDER
Telephone & Mobile	9444985777
E-mail ID	baskar5@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	SDE TENDER
Telephone & Mobile	9444971116
E-mail ID	petlurusasidhar@bsnl.co.in

SECTION 2

TENDER INFORMATION

1. **Type of tender: Single stage submission & two stage opening.**
Digitally Sealed_/ Signed online bids are to be submitted in Single Stage Bidding and Two stage opening E-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.
Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.
2. **Bid Validity Period** - The bid will remain valid for **180** days from the tender opening date
3. The Electronic envelopes will contain documents satisfying the Eligibility / Technical & Commercial conditions in first envelope called **Techno-Commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.
 - a. **Techno-commercial envelope shall contain :- (ONLINE SUBMISSION)**
 - (1) Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards the price of tender document (Refer Section1- Cost of the Tender Document). If Exempted from payment of Tender Document fee, Submit Proof regarding registration with bodies under the MSME.
 - (2) Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards BID SECURITY/EMD.(Refer Section1-EMD Cost).If Exempted from payment of EMD, Submit Proof regarding registration with bodies under the MSME.
 - (3) Scanned copy of the duly filled and signed Bid Form, Proforma 1
 - (4) Scanned copy of the duly filled and signed Tenderer's Profile - Proforma 2
 - (5) Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP) if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
 - (6) Scanned copy of Proof regarding Experience as per Proforma 5
 - (7) Scanned copy of Original PAN card.
 - (8) Scanned copy of the valid EPF Registration Certificate.
 - (9) Scanned copy of the valid ESI Registration Certificate.
 - (10) Scanned copy of the valid GSTIN Registration Certificate. A self-declaration along with the evidence that the bidder is not black listed by GST authorities, Documentary proof of GST registration.
 - (11) Scanned copy of Original Certificate of Incorporation/ Registration of firms etc. as applicable.
 - (12) Scanned copy of Original Power of Attorney a per Clause 13.3 of Section 4 Part A.
 - (13) Scanned copy of Near relation certificate(s) in the prescribed Proforma-4 as per clause 31 of Section 4 Part A.
 - (14) Scanned copy of original 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).
 - (15) Scanned copy of Original 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.
 - (16) Scanned copy of Audited Annual turnover certificate, financial documents and ITR for three Financial years. (i.e. 2021-22, 2022-23 and 2023-24)
 - (17) Scanned copy of Solvency certificate from the banker of the tenderer as per Section -1 Clause 4.3.
The solvency certificate shall not be older than 3 months from the date of issue of NIT.
 - (18) Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to

Clause 9 of Section-4 Part A.

- (19) Scanned copy of Entire Tender Document digitally or manually signed on all pages without any alternation along with Addendum/Corrigendum.
- (20) Scanned copy of UNDERTAKING and DECLARATION as in Proforma 3
- (20) A self-declaration along with the evidence that the bidder is not black- listed by GST authorities and for telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid.
- (21) Checklist of the documents submitted as per Annexure-6
- (22) Land Border sharing -Declaration as per Proforma 6
- (23) Local Content Declaration as per Proforma 7
- (24) 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

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

- 1. DD/Banker Cheque payment for Tender Fee. (If applicable).
- 2. DD/Banker Cheque or Bank Guarantee for EMD. (If applicable).
- 3. Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD)
- 4. Power of attorney in accordance with clause 13.3 of Section-4 Part A.

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

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

- 1. Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee / 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 Tender Fee/EMD)

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

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

c. financial envelope shall contain (ON-LINE SUBMISSION)

- Price Schedule for Quoting the rates as per Section 9 Part-B.
- Physical copy of Financial Bids will not be received from bidders.

4. Payment terms:

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) 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.

- Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

Note: - All statutory taxes and levies as applicable shall be deducted at source before payment.

- Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.
- The cancellation of GST registration during the contract period will affect the processing of invoices. All successful bidders may ensure that the GST registration is not cancelled during the contract period for the smooth processing of invoices.
- Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST Compliances.

Note: - 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fail 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 supplier.

2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal

3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

6) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the bidder/contractor/vendor.

7) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

5. Time line for start of services:

Within one week from the date of issue of Work Order.

6. Duration of Contract (Validity of tender):

Initially agreement will be signed for 3 months and with one month extension subject to the performance of the vendor along with mutual consent, under the same rates, terms, and conditions, which shall remain binding on the contractor. While extending the tender period, Security Deposit in the form of Performance Guarantee is to be furnished by the bidder to commensurate with the period and value of the extension.

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

SECTION 3

PART A

SCOPE OF WORK

SCOPE OF WORK AND JURISDICTION OF CONTRACT

SCOPE OF WORK

The scope of work has been defined in NIT and given as below.

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 Section 5 PARTB Clause 1.21.

S.No	Description of Work
1	Horizontal directional drilling after GPR Scanning, pulling 1/2/3/4 PLB pipes (occupying 85% of Bore Diameter per metre for Bore Dimension of 100 mm diameter)
2	Blowing of OF Cable in PLB Pipes, sealing of PLB Pipes by Rubber Bushes.
3	Laying and jointing of PLB Pipes of 40/50 Mm Diameter coupled with HDPE sockets.
4	Pulling of OF Cable in PLB pipes, Sealing of PLB Pipes by Rubber Bushes.
5	Road / Rail Crossing through Horizontal Boring method and inserting 65 / 40 mm dia. G.I. Pipes / PLB Pipes/DWC manually.
6	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.
7	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
8	Breaking of Initial Layers of Asphalt/Concrete in riding surface of major roads up to 45 cm width and 25 cm thickness
9	Laying and fixing of 65mm / 40mm G.I. Pipes in Trenches with PLB Pipes / Coils inside and drawing PP rope.
10	Laying and fixing of 65mm / 40mm G.I. Pipes /G.I. Troughs on Bridges and Culverts with PLB Pipes / Coils inside
11	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
12	Trial pits for Locating Old /existing cable of Pit Dimension 1 M*0.5M*2 M with unit per pit
13	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.

14	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($X*0.45m*0.225m$)
15	Restoration to the Original condition in respect of the places where the flooring is with Interlocking Tiles / Bricks / Concrete Slabs.
16	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
17	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
18	Splicing of OF cable after the approval of competent authority and splice loss at the joint should be less than 0.01db.
19	Excavation and reinstatement of pulling man holes
20	Providing Flood Lighting with Generators for Night Works
21	Air compressor with jack hammer
22	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.
23	Leading in of OF Cable from Exchange man hole to Transmission Room by supplying and providing rigid PVC Pipes/PVC hoses on existing supports
24	Laying OFC by trenching method within Customer premises at lower depth, up to 1M/0.75M/0.5M
25	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)
26	Opening of CHTD/ACCESS N/W ducts/ RCC Manholes, bailing out of water and closing of manholes after the completion of splicing work.
27	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.
28	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)
29	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)
30	Documentation (Six copies of documents for each route/section) with one soft copy.

SECTION -3**PART B****SCHEDULE OF REQUIREMENT**

Schedule of Requirements FOR LAYING 24F OFC FOR CBIC FROM SIVANANDA SALAI TO KALLIKUPPAM -
ROUTE 1 & 2

S.No	ITEM	Description	Unit	SOR(Rs)
1	OF SR	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	OF HR	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	OF CP	Pulling of OF Cable in PLB pipes, Sealing of PLB Pipes by Rubber Bushes.	Meter	16
9	OF CB	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		190
		II. upto 0.75 M depth		143
		III. upto 0.5 M depth		95
20	FLNW	Providing Flood Lighting with Generators for Night Works	Each	998
21	ERPM	Excavation and reinstatement of pulling man holes	Meter	472
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	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
24	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
25	SPLG	Splicing of OF cable after the approval of competent authority and splice loss at the joint should be less than 0.01db.		
	SPLG	24F per joint rate	per joint	2040
26	JAHM	Air compressor with jack hammer charges per day	per day	850
27	HDDR	Horizontal directional drilling after GPR Scanning, pulling 1/2/3/4 PLB pipes (occupying 85% of Bore Diameter per metre for Bore Dimension of 100 mm diameter)	per meter	550
28	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
29	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
30	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

SECTION 4 PART A

General Instruction to Bidders (GIB)

A. INTRODUCTION:

1. DEFINITIONS

- a. 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 7th 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:** -

2.1. Kindly refer to Clause 4 of Section-1 i.e. DNIT.

2.2 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

3. **BID DOCUMENT:**

3.1 The optical 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 Tender information
- 3.1.1.2 Scope of Work, jurisdiction of the contract, Schedule of requirement
- 3.1.1.3 General Instruction to Bidders
- 3.1.1.4 Special instructions to Bidders
- 3.1.1.5 General (commercial) conditions of the contract
- 3.1.1.4 Special Conditions of Contract
- 3.1.1.5 Proformas
- 3.1.1.6 Annexures

3.1.2 **Part -B (Finance Bid) :**

- 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 <https://etenders.gov.in> 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 <https://etenders.gov.in> portal. Therefore, the prospective bidders are advised to visit the website regularly.

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:

- a. List of Documents to be uploaded online portal**

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) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1.
- c) Power of Attorney as per Clause 13.3 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 13.3 (b) or (c) of this Section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LOI/signing of contract, if declared successful.
- e) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Clause 31 of this Section.
- f) Certificate of Incorporation / Registration
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence.

Documentary evidence for financial capability.

- a) The bidder shall furnish Audited financial statements & IT Returns for three years (i.e. 2021-22 , 2022-23 and 2023-24).
- b) The bidder shall furnish Original 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 be older than 3 months from the date of issue of Bid document. Solvency certificate shall not be older than 3 months from the date of Issue of DNIT.
- c) Audited Annual Turnover certificate for three years (i.e. 2021-22 , 2022-23 and 2023-24)

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.

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.

a) 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.
4. 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 Envelop) on CPPP portal failing which **the tender bid shall be archived unopened/rejected on CPPP 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 CPPP 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 ((Micro & Small Enterprise) 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 OF Construction works of similar nature.

10.2 The MSE(Micro & Small Enterprise) bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order

- 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 CPPP 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 29.
- 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 Financial Bid. Prices quoted at any other place shall not be considered. Quoted rates shall not be inclusive of Goods and Service Tax (GST).
- 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. 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 shall be three months from the date of the agreement. However, BSNL reserves the right to extend it by one month with mutual consent, under the same rates, terms, and conditions, which shall remain 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 CPP 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 online 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 (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 Tender 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 (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, CPPP 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.
- 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 Information as per electronic forms shall be populated as comparison chart on e-tender system and no information shall be read out.
- 18.6 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 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.

20.4 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

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.

If tenderers have quoted at the same rates, the tenderer having highest experience in last 10 years 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. In addition to this, if the tenderers have same experience, then the tenderer having higher turnover in the previous financial year shall precede to the one having lower turnover while deciding ranking for considering for the award of work.

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 BSNL shall consider placement of orders to only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and approved/ validated by the Competent authority.
- 24.2 BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept the offer de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document.
- 24.5 The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

Extension of tender period: The period of this contract shall be three months from the date of the agreement. However, BSNL reserves the right to extend it by one month with mutual consent, under the same rates, terms and conditions, which shall remain 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.

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 (LOI) 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 favour 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 and 28 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 present on the occasion.

31. NEAR-RELATIONSHIP CERTIFICATE

31.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in 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".

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

31.2.1 The format of the certificate is given in proforma-4.

32. SECURITY CLAUSE

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

33. 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.	

	<p>(i) If detection of default is prior to award of APO</p>	<p>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 .</p>
	<p>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</p>	<p>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 .</p>
	<p>(iii)If detection of default after receipt of PG/ SD (DD,BG etc.)</p>	<p>Cancellation of APO , Rejection of Bid Forfeiture of PG/SD However on realization of PG/ SD amount, if not already released shall be returned.</p>
	<p>(iv)If detection of default after issue of PO/WO</p>	<p>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 .</p>
<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>		

	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.
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2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & Responsibilities for the following	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order
	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	
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).	<p>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;</p> <p>OR</p> <p>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</p> <p>And</p> <p>Withdrawal of TSEC/ IA issued by QA Circle</p>
6	Submission of claims to BSNL against a contract	
	for amount already paid by BSNL	Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 18 of GCCC. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD
	for Quantity in excess of that supplied by Vendor to BSNL	OR
	for unit rate and/ or amount higher than that approved by BSNL for that purchase	<p>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</p> <p>And</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>

	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 & 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 & 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</p>

		recovery of financial penalty from outstanding dues of vendor including PG/ SD
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>Termination/ Short Closure of the PO/ WO.</p> <p>Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>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). 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.</p>
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.	<p>Termination of contract, if any.</p> <p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>Take legal recourse i.e. filing recovery suite in appropriate court</p>
	in spite of Court Orders.	<p>Termination of contract, if any.</p> <p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later</p>

11	If the Central Bureau of Investigation/Independent External Monitor (IEM)/ Income Tax / Sales Tax / Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business</p> <p>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>If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 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>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order</p> <p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender</p> <p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines</p> <p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>

Section -4 Part B

Special instructions to Bidders

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

Distribution of work

BSNL shall consider award of contract only to L-1 bidder whose offers have been found technically, commercially and financially acceptable for maximum of two sections only out of the eight sections. The L-1 bidder is one who quotes the lowest rate.

There will be no distribution of work among eligible bidders in a single section.

A single vendor will be awarded maximum of two sections of his choice in the whole route even if he is eligible for more than two sections as L1. However, BSNL reserves the right to award the 3rd section to the eligible bidder, if required, in the case if he is a single bidder in that section.

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

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.

Section- 4 Part C
E-tendering Instructions to Bidders

Note :-The instructions given below are CPPP's e-tender portal centric and for e-tenders invited by GM CFA Chennai telecom District only.

General

As BSNL has decided to use process of e-tendering for inviting this tender, the physical copy of the tender would not be sold. Submission of Bids only through online process is mandatory for this Tender.

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL Chennai telecom District has decided to use the Portal (<https://etenders.gov.in/eprocure/app>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal. <https://etenders.gov.in/eprocure/app>

Special Instructions:

1. Tender Bidding Methodology:
Sealed Bid System –'Single Stage – Using Two Envelopes', followed by " e-Reverse Auction" after opening of financial part if required. Financial & Techno-commercial bids shall be submitted by the bidder at the same time.
2. **Broad outline of activities from Bidders prospective:**
 1. Procure a Digital Signing Certificate (DSC).
 2. Register on Central Public Procurement Portal (CPPP).
 3. Create Users and assign roles on CPPP .
 4. View Notice Inviting Tender (NIT) on CPPP .
 5. Download Official Copy of Tender Documents from CPPP .
 6. Clarification to Tender Documents on CPPP
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
 7. Bid-Submission on CPPP
 8. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Techno-commercial Part
 9. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries
 10. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part (Only for Technical Responsive Bidders)
 11. Participate in e-Reverse Auction on CPPP, wherever applicable
 12. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
 13. Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File name	Allowed or not allowed in CPPP	Reason for allowed /Not allowed
QA Certificate	not allowed	Space in between words / characters not allowed

QA Certificate (1)	not allowed	Special characters not allowed
QA Certificate	Allowed	Under score allowed between words /characters
QA Certificate	Allowed	Upper & lower cases allowed

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

Note 1: It is advised that all the documents to be submitted (See clause 5 of Section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only

Note 2: **While uploading the documents, it should be ensured that the file name should be the name of the document itself**

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

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

Intending bidders are requested to register themselves with CPPP through <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc.,Tender processing fee payment (if applicable) should be done during requisition of tender online.

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

Note: After successful submission of Registration details and Vendor registration fee and processing fee(as applicable).please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

5. Some Bidding related Information for this Tender

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline. For details please see clause 6 Section 4 Part C

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD) .(If Applicable)
2. Submission of digitally signed copy of Tender Documents/ Addendum/addenda.
3. Eligibility proof

4. Two Envelopes

- Techno-commercial -Part
- Financial-Part

6. BID SUBMISSION

6.1 Offline Submissions

1. DD/Banker Cheque payment for Tender Fee .(If applicable)
2. DD/Banker Cheque or Bank Guarantee for EMD.(If applicable)
3. Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD)
4. Power of attorney in accordance with clause 13.3 of Section-4 Part A.
5. Integrity Pact. (If applicable)

6.2 Online submission:

The following documents must be uploaded in CPPP portal

- (1) Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards the price of tender document (Refer Section1- Cost of the Tender Document). If Exempted from payment of Tender Document fee, Submit Proof regarding registration with bodies under the MSME.
- (2) Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards BID SECURITY/EMD .(Refer Section1-EMD Cost).If Exempted from payment of EMD, Submit Proof regarding registration with bodies under the MSME.
- (3) Scanned copy of the duly filled and signed Bid Form, Proforma 1
- (4) Scanned copy of the duly filled and signed Tenderer's Profile - Proforma 2
- (5) Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP) if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- (6) Scanned copy of Proof regarding Experience as **per Proforma 5**
- (7) Scanned copy of Original PAN card.
- (8) Scanned copy of the valid EPF Registration Certificate.
- (9) Scanned copy of the valid ESI Registration Certificate.
- (10) Scanned copy of the valid GSTIN Registration Certificate. A self-declaration along with the evidence that the bidder is not black listed by GST authorities, Documentary proof of GST registration.
- (11) Scanned copy of Original Certificate of Incorporation/ Registration of firms etc. as applicable.
- (12) Scanned copy of Original Power of Attorney a per Clause 13.3 of Section 4 Part A.
- (13) Scanned copy of Near relation certificate(s) in the prescribed Proforma-4 as per clause 31 of Section 4 Part A.
- (14) Scanned copy of Original 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).
- (15) Scanned copy of Original 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.
- (16) Scanned copy of Audited Annual turnover certificate, financial documents and ITR for three Financial years . (i.e. 2021-22 , 2022-23 and 2023-24)
- (17) Scanned copy of Solvency certificate from the banker of the tenderer as per Section -1 Clause 4.3. *The solvency certificate shall not be older than 3 months from the date of issue of NIT.*
- (18) Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to **Clause 9 of Section-4 Part A.**

- (19) Scanned copy of Entire Tender Document digitally or manually signed on all pages without any alternation along with Addendum/Corrigendum.
- (20) Scanned copy of UNDERTAKING and DECLARATION as in Proforma 3
- (21) A self-declaration along with the evidence that the bidder is not black- listed by GST authorities and for telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid.
- (22) Checklist of the documents submitted as per Annexure-6
- (23) Land Border sharing -Declaration as per Proforma 6
- (24) Local Content Declaration as per Proforma 7
- (25) Indemnity bond Annexure-3 as per annexure-3

NOTE:

- (i) It is strictly instructed that documents should be uploaded in order as detailed above.
- (ii) No document should be uploaded twice.
- (iii) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'the document ...<name>.... called vide clause _____ is not applicable on us.
- (iv) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6.3 Price schedule / BOQ

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

- i) Down load price schedule / BOQ part .
- ii) Fill rates in down loaded price schedule / BOQ.
- iii) Save filled copy of downloaded price schedule / BOQ file in your computer and remember its Name & location for uploading correct file (duly filled in) when required..
- iv) Download price schedule / BOQ .Fill up required information and save in your computer for uploading it while submitting the bid.

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

8. Public Online Tender Opening Event (TOE)

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

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

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. E-Reverse Auction

E-Reverse Auction would be conducted on unit/total package/net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial Part if required

The following would be parameters for e-Reverse Auction

No	Parameter	Value
1.	Date and Time of reverse Auction bidding event	Will be intimated to Technically Responsive bidders after the opening of financial part
2	Duration of Reverse –Auction bidding event(typically 1 to 2) hours.
3	Automatic extension of the Reverse – Auction Closing Time, if last bid received is within a pre-defined Time Duration before the Reverse Auction closing Time	Yes
3.1	Pre defined Time Durationxx Minutes (typically 05 minutes)
3.2	Time Duration of Automatic extensionyy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto Extensionsnn Automatic Extensions (Typically 04 to 06 extensions)
4	Criteria of bid acceptance	Beat on starting last quoted price as well as Beat on Rank-1 Bid Value
5	Entity start price	L1 of the respective item of financial part
6	Minimum bid decrement(Value in currency) to be decided by planning cell
7	Display of Pseudo identity of bidders during bidding period	To all Bidders, as well as BSNL's officers
8	Display of Bidder's own current Rank	Yes

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

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPPP Portal. The help information provided through 'CPPP User-Guidance Center' is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

Important Note:

1. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

For further instructions, the vendor should visit the home -page of the portal (<https://www.eprocure.gov.in>)

11. Minimum Requirements at Bidders end

Computer System with good configuration (1 GB RAM, OS Windows 7 or higher version) ,Broadband connectivity. Microsoft Internet Explorer 8.0 /Mozilla Fire Fox ,Digital Certificate(s) and latest version of Java installed

12. Vendors Training Program

Vendors may contact the CPPP Helpdesk personnel given below ,for any type of training/help, which they may require while uploading the bids.

CPPP Helpdesk	
Telephone/Mobile Nos.	0120-4001002,0120-4001005, 0120-4200462, 0120-6277 787
E-mail ID	cppp-nic@nic.in [Please mark CC: support-nic@ncode.in]
As a first step kindly refer the User Manual. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. A mail can be sent to support-eproc@nic.in and cppp-nic@nic.in For all technical issues. A mail can be sent to cppp-doe@nic.in for any policy / domain issues. If some problem is faced during publishing of Tender / Corrigendum / AOC, users may kindly send a mail to support-eproc@nic.in along with the screen shot of the page.	

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SECTION 5 PART A

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION :**

The General conditions shall apply in contracts made by the BSNL for the execution of Optical Fiber Cable Construction work by trenchless method.

STANDARDS:

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

2. **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.)

3. **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.

4. **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.2 lakhs in the form of bank guarantee**, valid for 2 years from the date LOI which will be extended proportionately based on contract extension period, 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 favour 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 2 years from the date of LOI which will be extended proportionately based on contract extension period from the date of issue of LOI.**

b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. No interest will be paid to the contractor on the security deposit.

5. 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.

6. 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**

Horizontal Directional Drilling:

Brief Description of the work: A high capacity drilling machine is used to drill the earth in almost horizontal manner and hence the name of the technology. Two manholes of 2 Mt X 2 Mt X 2 Mt pits are taken at the places marked by the site engineer. The distance between these manholes can vary from a minimum of 40 metres to 250 metres.

The drilling is done from Entry pit towards the Exit pit. At the Exit pit the PLB pipes are attached to the drill rods and the pipes are pulled back towards the Entry pit.

In general, RCC manholes are constructed at the Entry pit and Exit pit after the HDD work is completed.

HDD work along with manholes:

The location of manholes shall not only depend on the capacity of the machine but also on the roads. The man holes where the drilling commences is called the Entry Pit. The second manhole is called as Exit pit.

Normally if the HDD machine is kept near the Entry pit and the drilling is carried out, then the depth at which the Machine enters the earth shall not be less than 1.2 Mt. As per the

T&D standard any pipe laying less than 1.2 Mt requires additional protection. In order to achieve higher depth at the Entry pit the HDD machine is kept at around 6 to 8 meters away from the Entry pit. A separate pit called as pilot entry pit is dug up at 4 to 6mtr away from the Entry pit.

Wherever the roads are not in straight line, the span length reduces between the Entry and Exit pit. In general in overlay access works, the manholes are constructed at every 200 Mtrs approximately. The PLB pipes are coupled using the HDPE couplers.

The HDD machine drills the earth using 3 meter length rods. These rods jointed to each other by welding. In the beginning of the first rod contains the drill bit and an electronic beacon house. While the underground drilling work is in progress the drill bit position can be monitored from the surface of the earth using a tracker. The depth and the direction of the bit are monitored from the tracker. This is due to beacon house located in the drill bit.

In the onward drilling from the entry pit to Exit pit normally a lesser diameter (4 inch diameter) drill bit is used. After the drill bit reaches the Exit pit, the drill bit and the beacon house are removed from the first rod. A higher diameter drill bit called, Back reamer is attached to the first rod. The pipes are attached to the reamer and the rods are pulled back. Thus in the return path the tracker cannot detect the depth and

direction of the reamer. Hence depth of the pipes can be monitored during the drilling from Entry pit towards Exit pit only.

In general the HDD technology is used in the cities where open trenching is not permitted. These roads are covered thick BT surface. For verifying the depth the test pits cannot be taken in the middle of the road. The second difficulty arises due to the depth of the pipes, which are at about 3 meters below the surface. It is very difficult to manually open a test pit to verify the depth. Hence carrying out the depth AT after the entire work is completed is not possible as is done in the usual depth check. Hence the Depth AT for the HDD work shall be done in real time.

The following tests and suggestions are recommended for the PLB pipes being laid using the HDD technology. Apart from the depth check, the pipes continuity check is also recommended especially for the ACCESS network jobs where multiple pipes are laid.

Standard Tests:

1. Online depth and offset check of the PLB pipes. The depth can be monitored from the tracker. The accuracy of the tracker may be verified by site-in charge before the work is commenced. The depth of the pipe should be more than 2.0 Mtrs.
2. The depth of the pipe may be recorded at the Entry pit and the Exit pit of the spans under test. The depth at both the places should be more than 1.2 Mtrs.
3. The depth at atleast two coupling points are to be verified in 1 KM. The depth should be more than 1.2 Mtrs.
4. The offset of the pipe may be recorded both from the center of the road and also from the edge of the road wherever the compound wall exists (City Areas).
5. The depths of the pipes at a minimum of six continuous rods are to be verified by the T&D wing. The depth should be more than 2 Mtrs beyond 10 meters from the trailing edge of Entry pit.
6. The colours of the pipes to be recorded in case of multiple PLB laying. Different types of coloured pipes are to be used.

Protection: It is recommended that the regular depth protection standards may be applied for HDD works also.

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 Mtrs length, due to the paucity of the road margin and due to the site conditions, the depth of 2.0 Mtrs 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.

	measured at 10 mtrs from the trailing edge of the Entry Pit	Recommending Authority	Relaxing Authority
	> or = 1.65 Mtr to 2.0 mtr	SDE in charge	DE In charge
	> or = 1.5Mtr to 1.65 mtr	DE in charge	DGM in-charge

Note:- For depth more than 165 cms rates for horizontal drilling will remain same. In case of depths being less than 1.65 Mtrs up to 1.5 mtrs, the payment of horizontal drilling will be made on prorata basis. It is hereby recommended that no pipe shall be laid by HDD method for depths less than 1.5Mtrs. Hence no protection is required for the Pipes.

8.1 Inspection and Quality Control:

8.1.1 The Quality of Works: The importance of quality of Optical Fibre Cable Construction works especially laying of multiple PLB pipes/coils using open trenching and trenchless technology method 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.

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

8.1.3 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).

8.1.4 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.

8.1.5 **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.

8.2 Testing and Acceptance Testing:

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.2.4 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.

8.3 Measurement:

8.3.1 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 initialled & dated by the officer concerned.

- 8.3.2 **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.
- 8.3.3 **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
- 8.3.4 The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, then in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
- 8.3.5 Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe / duct through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.
- 8.3.6 **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.

Note: Measurement of Conventional method of OF Laying (If needed)

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

• **Measurement of depth of trenches:**

The cable routes of one work order shall be divided into a number of segments each of maximum 200 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 200 meters. The 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 75th M to be recorded against Residual POM.

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

TABLE-I For Normal & Hard soil for all areas <Name of Circle> and <name of the state/UT>

Depth between	Reduction in rate
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< 165 Cms to \geq 150 Cms.	Pro rata basis
< 150 Cms to \geq 130 Cms.	12.5 % of approved rates
< 130 Cms to \geq 105 Cms.	25 % of approved rates
Below 105 Cms	40 % of approved rates

Table-2 For soft/hard rock for all areas <name of the state/UT> & <Name of Circle> Circle.

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.
Below 105 Cms.	40% of the approved rate.

TABLE-3 For Hilly Terrain for all areas <Name of Circle> Circle

Depth between	Reduction in rate
< 90 Cms to \geq 80 Cms.	5 % of the approved rate
< 80 Cms to \geq 65 Cms.	12.5 % of approved rates
< 65 Cms to \geq 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.

8.4 WARRANTY:

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.**

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.

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, with in 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.

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.

9 AUDIT AND TECHNICAL EXAMINATION:

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.

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.

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

10 PAYMENT TERMS:

10.1.1 Procedure for Preparation and settlement of bills :

All items of work involved in the work order 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. If 25% of the awarded work is completed, the vendor can submit running bill which will be processed as per the procedures. 100% full and final bill shall be processed after completion of work and material reconciliation.

b. The contractor shall prepare the final GST Invoice on reception of SES Document Number generated by SDE-IN-Charge in triplicate after completion of the entire work entrusted against work order & acceptance and testing of all the works and submit the same to Circle Claim Office of work within 30 days of acceptance and testing for payment.

The final GST Invoice 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.
- 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.
- Six sets of bound documentation.
- Copy of the Wage Register, Attendance Register, Monthly EPF & ESI Deposit Challan have to be submitted by the contractor along with the bills.

The 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 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 SDE in-charge of work shall submit the documents as mentioned

- 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 which needs to be recovered from the bill

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 fail 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.

10.1.2 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 TX. The bills submitted after 6 months from the date of completion of A/T is liable for rejection and the claim will be forfeited.

10.2 Procedure for payment for substandard works:

10.2.1 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.

10.2.2 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. 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.

10.2.3 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.

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

10.3 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.

11 DISPOSAL OF EMPTY CABLE DRUMS:

11.1 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.

11.2 Rates fixed for Optical Fiber cable drums are given in Annexure-7.

11.3 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.

11.4 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.

12. LIQUIDATED DAMAGES/PENALTY CLAUSE:

12.1 Liquidated Damages clause for Delays in the contractor's performance:

12.1.1 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**.

12.1.1.1 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.

12.1.2 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.

12.1.3 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.

12.1.4 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.

12.1.5 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.

12.2 Penalty for causing inconvenience to the Public:

12.2.1 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.

12.2.2 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.

12.3 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	Account 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 cable Cut /damaged	Charges per fault for penalty and compensation
OF Cable of any size	Rs 25000.00 (Twenty Five 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.

12.4 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.

12.5 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.

12.6 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.

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

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.

13 RESCISSION / TERMINATION OF CONTRACT:

13.1 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.

13.2 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.

13.2.1 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.

13.2.2 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.

13.2.3 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.

13.3 Termination for Insolvency:

13.3.1 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.

13.3.2 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.

13.3.3 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.

13.3.4 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.

14 INDEMNITIES :

14.1 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 contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury,

damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the BSNL or pay to the BSNL 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.

14.2 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.

15 FORCE MAJEURE:

15.1 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.

15.2 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.

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.

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.

17. 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".

18. 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.

19 RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRS) 2017, ON GROUNDS OF DEFENCE OF INDIA AND NATIONAL SECURITY.

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

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

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

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

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

19.5 The beneficial owner for the purpose of 25.4 above will be as under:

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

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

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

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

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

19.5.4. Where no natural person is identified under 29.8.1 or 29.8.2 or 29.8.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

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

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

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

SECTION 5 PART B

SPECIAL COMMERCIAL 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 period **of 2 years** 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.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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, CMRL 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.
- 1.22 The contractor shall deploy adequate men and machine so as to complete the work within permitted time.
- 1.23 If the work is not progressing as per the schedule, the work may be either restricted or terminated.
- 1.24 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.
- 1.25 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.
- 1.26 After the re-laying of additional pipe(s), duct integrity test shall be performed in the failed segment, on all the ducts once again.
- 1.27 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.
- 1.28 For any unfinished work BSNL shall not effect any payment.
- 1.29 The material abandoned shall be the property of BSNL. No claim in this regard from the contractor shall be entertained.
- 1.30 Rate should be quoted in figures as well as in words and corrections should be attested, otherwise tender shall be rejected.
- 1.31 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.
- 1.32 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.

- 1.33 Wastage of PLB pipes will be permitted to an extent of 5% of the completed length as measured on the road surface.
- 1.34 In case of wastage of PLB pipes beyond 5%, the cost of PLB pipe will be recovered from the contractor.

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 :

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.

SECTION 6

PROFORMA -1

BID FORM

TENDER No: _____

To

O/o. AGM 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 works by trenchless method against this TENDER 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
BIDDER'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 submitted 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

* 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 TenderEnquiry, 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 & 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

Note: To be filled by Proprietor/ All Partners/ All Directors of the tenderer entity

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 by trenchless method

works of similar nature.

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 works by trenchless method for the amount mentioned

SL.NO	Period during which payments Made		Contract No(s).	Amount paid (In (Rs.)
	From	To		
	01 01 -04-YYYY	31 -03-YYYY		

hereunder. It is certified that these amounts have been paid to the above-mentioned contractor.

AGM/AO/DDO/ Equivalent Officer responsible for maintaining contractors' ledger

Signature of office seal

PROFORMA- 6

Format for Self Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing)

(to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023

AUTHORISED SIGNATURE: DATE: _____ Seal / Stamp of Bidder

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 :

SECTION 7

PART A

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.

Order of Preference

Name

Specimen Signatures

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.

PART B

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 DGM MM, CHENNAI TELEPHONES (here after referred as BSNL) for participation in the tender of work of vide tender no.

Now at the request of the Bidder,

We..... BankBranch 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 COBA Collection A/c " payable at Chennai.

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

SECTION 8

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 BankBranch 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 construction work by trenchless method to M/s (hereafter referred to as "Contractor")

and

the BSNL has asked them to submit a performance bank guarantee in favour of GM(CFA) BSNL,Chennai Telephones 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 BankBranch 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 BSNLOffice (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:

(Authorized Signatory)

Place:

<< Name of the Bidder >>

Witness 1:

Witness 2:



VENDOR MASTER FORM



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

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

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

GSTIN. no. :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

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

Industry Status:

Micro/ SSI Status : Yes No

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

Note:

1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
2. If 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;

Tender 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 & DGM MM ,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 trenchless Technology 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..... ..toor 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

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 Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards Tender Fee (Refer clause 10 of GIB). If Exempted from payment of Tender fee, Submit Proof regarding registration with bodies under the MSME.	
3	Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP) if applicable	
4	Scanned copy of the duly filled and signed Bid Form as per Proforma-1.	
5	Scanned copy of the duly filled and signed Bidder's profile –Proforma- 2.	
6	Scanned copy of UNDERTAKING & DECLARATION as in Proforma-3	
7	Scanned copy of Near relative certificate(s) in the prescribed Proforma-4	
8	Scanned copy of Proof regarding Experience as per clause 2 ii GIB in the prescribed Proforma-5	
9	Scanned copy of PAN card.	
10	Scanned copy of the valid EPF Registration Certificate.	
11	Scanned copy of the valid ESI Registration Certificate.	
12	Scanned copy of the valid GSTIN Registration Certificate.	
13	Scanned copy of Original Certificate of Incorporation/ Registration of firms etc. as applicable.	
14	Scanned copy of Original Power of Attorney as per Clause 13.3 of GIB.	
15	Scanned copy of Original 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).	
16	Scanned copy of Original 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.	
17	Scanned copy of Audited Financial Statements-Average Annual Turnover Certificate, Balance sheet and P and L Statement for 3 years (2021-2022 , 2022-2023 and 2023-2024)	
18	ITR for three Financial years (2021-2022 , 2022-2023 and 2023-2024)	
19	Scanned copy of Original Solvency certificate from the banker of the tenderer: 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.	
20	Scanned copy of 'No deviation 'statement or Clause-by Clause compliance statement.	
21	Scanned copy of Entire Tender Document digitally or Manually signed on all pages without any alternation along with Addendum/Corrigendum.	
22	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.	
23	Checklist of the documents submitted as per Annexure- 6	
24	Land Border sharing -Declaration as per Proforma-6.	
25	Local Content Declaration as per Proforma-7	
26	Indemnity bond Annexure-3	

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:.....

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.

Sl.No.	Particulars of drum	Rate of disposal
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

To
The Engineer-in-Charge,
.....

Sub : Approval for lower depth than 200/165/135/90 cms (depending on the terrain and method of execution as applicable)

Ref : Work Order No.....

Sir,

In the following section lengths the normal depth of(as prescribed) could not be achieved due to reasons stated against each section vide above reference work order. Your approval is requested.

Sl.No	Section No.	Location From	Location To	Length in Mtrs.	Actual Depth Achieved in Mtrs.	Reason
1						
2						
3						

Yours faithfully,

Name of the Bidder with address & date.

Recommendation of the Site-in-Charge.

ANNEXURE-9

FINANCIAL BID

To

AGM(TENDER)

BSNL.

Sub : **Our bids for** Optical Fiber Cable construction works by trenchless method -----

This tender No.....

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 works by trench less method for the route(NAME OF THE ROUTE) in this tender in conformity with the said specifications and conditions of contract, at the percentage (below / at par/ above) on route wise schedule of quantities and estimation of cost of works put to tender mentioned in the tender document quoted as under:

Financial BID can be downloaded from the E-BID No .
_____ available in the CPPP Portal -
<https://etenders.gov.in>

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 but exclusive of Goods & Service tax (GST). Goods &Service tax (GST) will be paid extra, as applicable.

******END OF TENDER DOCUMENT******