



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

BID DOCUMENT

**TENDER FOR PULLING OF OPTICAL FIBRE CABLES
OF VARIOUS SIZES THROUGH THE EXISTING UNDER
GROUND PVC DUCTS
IN CHENNAI TELEPHONES.**

NIT NO Tender No. DE CABLES NORTH / Work Tender / 2018 / 01

Dt. 29-11- 2018

DATE OF OPENING: - 22-12-2018

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

From
DE CABLES NORTH,
BSNL CHENNAI TELEPHONES
2nd Floor, Old Flower Bazaar Exchange Building,
Chennai 600001

NIT NO.Tender No. DE CABLES NORTH / Work Tender / 2018 / 01

Dt. 29-11- 2018

Sub: Tender Document for "Pulling of Optical Fibre Cables of various sizes through the existing underground PVC Ducts of Chennai Telephones

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 on or before date & time specified in Clause 6 of detailed NIT.

DE CABLES NORTH,
BSNL CHENNAI TELEPHONES
2nd Floor, Old Flower Bazaar Exchange Building,
Chennai 600001

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

CHENNAI TELEPHONES

Section -1 Part-A

DETAILED NOTICE INVITING TENDER (DNIT)

Tender for Optical Fiber Cable Pulling Works

Digitally Sealed tenders on Rupee payment basis are invited by the Principal General Manager (NW P&D) – CFA, BSNL, and CHENNAI TELEPHONE DISTRICT from the Experienced Contractors, having two years of experience during the year 2017-18 in pulling of Optical fiber cables of various sizes through the existing Under-ground PVC duct of Chennai Telephone District.

1. Description of works: Optical fiber pulling cable works.

Jurisdiction	Estimated cost of Work	Cost of Bid document (non-refundable)	Bid Security in Rs. 2.5% of Estimated Cost
Chennai Telephones	Rs. 72,32,160/-	Rs.1180/- (Including 18% GST)	RS. 1,80,804/-

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

2. Period of Contract: One year from the date of agreement (Until otherwise specified) or completion of work tendered whichever is earlier.

3. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in following "Link for tenders by Chennai Telephones".

- The bidder cannot participate in the tender without downloading official copy of the tender document.
- The tender document shall not be available for downloading on its submission / closing date.

3.1. The bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers cheque of an amount of Rs.1180/- along with the tender bid failing which the tender bid shall be left unopened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favor of **ACCOUNTS OFFICER (Claims), COBA, BSNL, CHENNAI TELEPHONES** and payable at Chennai.

3.2. Availability of Tender Document:- The tender document shall be available for downloading from from <https://www.tenderwizard.com/BSNL> 30-11-2018 1230 Hours

4. Eligibility Criteria:

- 4.1 The bidder shall have a Minimum of Two years of experience in Optical fiber cables Pulling works in DOT, BSNL, Govt. UT, PSU and Statutory bodies. (Proof of experience is to be attached).
- (a) The bidder should have valid PAN No.
 - (b) The bidder should have valid GST certificate Number Or exemption certificate Number.
 - (c) All documents submitted will be self-attested by the bidder.
- 4.2 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their tender bid self-attested by Bidder.

5. Bid Security:

- 5.1 The bidder shall furnish the bid EMD in one of the following ways:
- (a) Demand Drafts/Banker's Cheque drawn in favor of **ACCOUNTS OFFICER (Claims), COBA, BSNL CHENNAI TELEPHONES** and payable at Chennai .
 - (b) Bank Guarantee (as prescribed format given in the section –7(A)) from a scheduled bank drawn in favor of PGM NW P&D CFA, Chennai Telephones, Chennai which should be valid for 210 days from the tender opening date.
- 5.2 The MSE units shall be exempted from submission of Bid security deposit on production of requisite proof in respect of valid certification MSME for the tendered item

6. Date & Time of Submission of Tender bid:

1. **Last Date/Time of Submission of documents in hardcopy/online: up to 1100 Hrs On 22-12-2018** Note:- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
7. **Place of opening of Sealed Tender bids at 1130 hours on 22-12-2018 at the O/o DGM CP & MM, KushKumar Road, BSNL Chennai Telephones, 3rd floor, Chennai-600034**
8. Tender bids received after due time & date will not be accepted.
9. Incomplete, ambiguous, conditional, tender bids are liable to be rejected.
10. Principal General Manager (NW P&D) – CFA, CHTD reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
11. The bidder shall furnish a declaration in his tender bid that no addition / alteration / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the web site.
- 11.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

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

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

Section – I Part B**News Paper NIT (NNIT)**

BHARAT SANCHAR NIGAM LIMITED
O/o DE Cables North
BSNL Chennai Telephones
2nd floor, Old Flower Bazaar Exchange building
Chennai – 600 001.

Notice Inviting Tender

NIT NO Tender No. DE CABLES NORTH / Work Tender / 2018 / 01**Dt. 29-11- 2018**

Sealed tenders are invited by PGM [NW P&D] CFA, BSNL, Chennai Telephone District, and Chennai from the eligible bidders for supply/execution of the following works.

Name of work	Estimated cost in Rs.	Date and Time of Opening of Tender
Pulling of Optical Fiber cable of various sizes through the existing underground PVC ducts within the jurisdiction of Chennai Telephones.	Rs. 72,32,160/-	22-12-2018 1130 hours

Last date of receipt of tender is **22-12-2018 up to 1100 Hrs**

This tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL>

For further detailed information, kindly visit Chennai website "www.chennai.bsnl.co.in" following "Link for tenders by Chennai Telephones"

DE Cables North
BSNL Chennai Telephones
2nd floor, Old Flower Bazaar Exchange building
Chennai – 600 001.
Tel No. 2533 2388.

Section- 2**Tender Information**

- 1) Type of tender: - Single Stage bidding- Two stage opening

Note: The eligibility cum Techno-commercial Bid will be opened in the presence of the representatives of the bidders at 1130 hours on **22-12-2018**.

Financial bids of technically and commercially complaint bidders shall be opened at a later date.

- 2) Bid Validity Period: **180** days from the date of opening of tender.
- 3) In case of Tender invited under two envelopes system, the first envelope will be named as **techno commercial** and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions. The 2nd envelope will be named as **financial envelope** containing financial quote. These envelopes shall contain one set of the following documents.

(a) Techno-commercial envelope shall contain:

- i) EMD.
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT.
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
- v) Clause by clause compliance as per clause as per proforma 7F.
- vi) Bidder's Profile & Questionnaire duly filled & signed.
- vii) Non-Relation Certificate duly filled & signed.
- viii) Undertaking & declaration duly filled & signed.
- ix) Documents stated in clause 10 of Section-4 Part A.
- x) **Tender document digitally/manually signed for having read it & accepted it.**
- xi) Tender/ Bid form- Section 9 Part A.

(b) Financial Envelope shall contain

- i) Financial along with Price Schedule (Section 9 Part-B (I) with all relevant bid annexure.
- ii) Bid form- Price Schedule (Section 9 Part –B (I) duly filled & signed (in case of tenders invited through manual bidding process).

Note : In case of e-tendering, the following documents are required to be submitted offline (i.e., offline submissions) to:

DE Cables North
BSNL Chennai Telephones
2nd floor, Old Flower Bazaar Exchange building
Chennai – 600 001.

Tel No. 2533 2388 , on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase:

“Do Not Open Before (22-12-2018 1130 hours, date & time of opening of tender)”.

- i) EMD – Bid security (In original).
 - ii) DD/ Banker's cheque of Tender fee.
 - iii) Power of Attorney in accordance with Clause 13.3 of section 4 Part A and authorization for executing the power of Attorney.
 - iv) Letter of Authorisation to attend the TOE- 7 B
- 4) Payment terms As per Clause 11 of Sec. 5 Part A
- 5) Delivery Schedule/Execution of work As per the schedule in the work order.

SECTION – 3

Part-A

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1 SCOPE OF WORK

1.1. Pulling and recovery of Optical Fiber cables of various sizes through the existing PVC ducts within the jurisdiction of Chennai Telephone District initially for a period of one year but can be extended for a further period of one year with the mutual consent with the same rates terms and conditions.

2. General:-

The tender should be submitted in the prescribed tender form only. Tenderer should go through the details and sign each and every page of the tender document including its enclosures as a token of acceptance of terms and conditions. The tender form duly completed along with enclosures and E.M.D. should be dropped in the Tender Box available in DE (Duct Cables North)'s office in a sealed cover addressed to **DE (Cables North), BSNL, Chennai Telephones, Flower Bazaar Exchange, Chennai-600 001 to reach this office by 11-00 Hrs. on 22/12/2018.** Any clarification regarding the terms & conditions of the tender can be had from DE (Cables North) Telephone No.2533 2388, not later than 10 days prior to the date of opening of the bid. The tenders received after the last date shall not be accepted

2. JURISDICTION OF CONTRACT: The jurisdiction of the contract shall be for **entire network of Chennai Telephones.** If any additional telephone exchange is planned, the same shall be included in Chennai Telephones in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

S.No	Section	Name of the route	Approximate route length in KM	Estimate cost of work	Price of Bid document	Bid security EMD including GST
	Chennai TD	Within the underground duct routes of Chennai Telephones	150 KM	Rs.72,32,160/-	1180	EMD:Rs.1,80,804/-

SECTION – 3
SCHEDULE OF REQUIREMENTS

PART B

- A. The schedule of requirement under this tender is approximately 150 Km optical cable pulling works for the year 2018, 2019. The work is to be carried out as per field requirement. The unit cost with reference to each component of works will be as per the schedule of rates in Section 9 Part – C.

S.No	ITEM	Quantity
A	OPTICAL FIBRE CABLES	
a)	6F /12F/ 24F/ 48F /96/F/ 144F/288F With Roding Without Roding	1,15,000 M 35,000 M
b)	Providing flexible PVC pipe at Manhole	10000 M
c)	Pulling Leading in Optical Fiber cable by providing PVC Pipe to Transmission Room.	10000 M
d)	Opening of manholes, bailing of water	840 Nos
e)	Preparation of documents	1,50,000 M

SECTION – 4

Part-A

General Instruction to Bidders

1 DEFINITIONS

- a. The BSNL means BHARAT SANCHAR NIGAM LIMITED, the Company with Board of Directors and Chairman & Managing Director, with Headquarters at New Delhi.
- b. BSNL Chennai Telephones means Bharat Sanchar Nigam Limited, Chennai Telephones headed by the Chief General Manager.
- c. All references of :
 - Chief General Manager
 - Principal General Manager
 - General Manager
 - Deputy General Manager
 - Asst. General Manager
 - Sub Divisional Engineer
 - Junior Telecom Officer
 - Chief Accounts Officer
 - Sr. Accounts Officer
 - Accounts Officer
 - Assistant Accounts Officer
 - Junior Accounts Officer

Including other officers in the BSNL, whatever Designations Assigned to them from time to time, who may be the in-charge of Direction, Supervision, Testing, Acceptance and Maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an Enterprise under the Ministry of Communications and IT, Govt. of India.

- d PGM(NW P & D) CFA means Principal General Manager (Development) of CHTD and his successors.
- e General Manager means all Area GMs of Chennai Telephones and their successors.
- f Deputy General Manager means all DGMs of Chennai Telephones District and their successors.
- g AGM means Assistant General manager External/Construction of Chennai Telephones District and their successors.
- h Jurisdiction means present Telecom Network serving area by Chennai Telephones.
- i Site Engineer: Site Engineer shall mean an SDE of BSNL who may be placed by the Assistant general manager as in-charge of the work at site at any particular period of time.
- j **Contract:** The term Contract means, the Documents forming the Tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of **PGM NW (P&D) CFA, CHENNAI TELEPHONES** and the Contractor, together with the documents referred to therein including these Conditions, the Specifications, Designs, Drawings and Instructions issued from time to time, by the Engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the

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

- m **Contractor:** The Contractor shall mean the individual, Firm or Company, Enlisted with BSNL in accordance with the procedure for enlistment of Contractor whether incorporated or not, undertaking the works and shall include the Legal Personal Representative of such individual or the persons composing such Firm or Company, or the successors of such Firm or Company and the permitted assignees of such individual, Firm or Company.
- n **Work:** The expression “**works**” shall unless there be something either in the subject or context repugnant to such construction be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- o **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- p **Site:** The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- q **Normal time or Stipulated time:** Normal time or Stipulated time means time specified in the work order to complete the work.
- r **Extension of time:** Extension of Time means the time granted by the DGM concerned to complete the work beyond the normal time or stipulated time.
- s **Date of Commencement of work:** Date of Commencement of Work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- t **Due date of completion:** Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- u **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- V **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the Government of the part of the work, in respect of which a certificate of completion has been issued.

2 ELIGIBILITY OF BIDDERS

Kindly refer to clause 4 of Section – 1 Part-A, i.e., Detailed NIT.

3 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4 DOCUMENTS REQUIRED

4.1 Bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

5.0 CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries notify the purchaser in writing or by FAX to the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on the BSNL WEB SITE, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from web site.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

5.3 The format in which the clarifications are to be sent via E-mail and FAX is

S. No.	Section	Clause	Brief description of the clause	Ref page No. in Bid	Comments of Bidder

6.0 AMENDMENT OF BID DOCUMENTS

6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to the prospective bidders. Amendments, if any, to the tender document will be notified in the website. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.

6.2 The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- (b) Bid Security furnished in accordance with Clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (a) and as per Proforma 7(F).
- (d) A Bid form and price schedule completed in accordance with clause 9A & 9B..

8.0 BID FORM

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the works to be carried out, brief description of the works, quantity and prices as per section- 9B.

9.0 BID PRICES

9.1 The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

9.2 The bidder shall give the total composite price inclusive of all levies and taxes i.e. GST and other taxes if any, insurance etc.

9.3 **Prices must be quoted by the Bidder as percentage below / above / at par the schedule of Rates given in schedule of Rates (Financial Bid). Prices quoted at any other place shall not be considered.**

9.4 **The contractor shall quote as per the price schedule given in Section 9 Part – B for all items given in schedule of requirement in Section 3 Part B.**

9.5 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.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

The Bidder shall furnish, as part of his Bid Documents establishing the Bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents are to be uploaded in the e-tender portal.

- (i) Bid Security in accordance with clause No.12 and cost of tender document.
- (ii) The documentary evidence of the goods and services conformity with the bid documents may be in the form literature, drawings, date etc., and the bidder shall furnish
 - a. Detailed description of goods with essential technical and performance characteristics.A clause by clause compliance on the purchasers' technical specification and commercial condition demonstrating substantial responsiveness to the technical specification and commercial condition.In case of deviation, a statement of deviation and exception to the provision of the technical specification and commercial condition shall be given by the bidder. A bid without clause by clause compliance of the scope of work, technical specifications, SOR (Sec.3 part A,B,) General (commercial) conditions shall not be considered.
- (iii) Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page in token of having received, understood and agreed to all the Terms and Conditions of the Tender. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (iv) The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm duly executed affidavit stating that tenderer is the sole proprietor to the firm on any document issued by stating that tenderer is the sole proprietor to the firm, in case of the proprietorship firm.
- (v) Solvency Certificate from the banker of the tenderer for Rs. 5 lakhs. The Solvency Certificate shall not be older than the date of issue of NIT. (Proforma 7E enclosed).

- (vi) Bid form, duly filed in, as per section 9
- (vii) Tenderer's profile, duly filled in, as per Section 8 of the Tender Document.
- (viii) Original "**Power of Attorney**" in case a person other than the Tenderer has signed the Tender Document as per clause 14.3 (a) & d and authorization for executing the power of attorney as per clause 14.3 b or c.
- (ix) List of qualified experienced personnel, who are working for the Tenderer, who will be deployed for the work.
- (x) Document proof of two years of experience in pulling of optical fiber cables of various sizes through the existing underground PVC Ducts and has office within Chennai are eligible to participate. They should submit documents supporting experience certificate signed not below the rank of DE.
- (xi) No near relative certificate.
- (xii) Proof of registration for GST.
- (xiii) Proof of registration with labour department or an undertaking for registration before taking up the contract if the work is awarded
- (xiv) EPF Registration Certificate and ESI Registration certificate.
- (xv) Copy of latest 3 years Income Tax return and copy of Pan Card.
- (xvi) Declaration regarding not blacklisting not de-barring from taking part in Govt. Tender by any BSNL unit.
- (xvii) In case of MSME units, the Bidder should declare UAM No on CPPP portal. Bidders who also fail to submit UAM No shall not be able to avail the benefits available to MSE as contained in public document policy for MSEA order 2012 issued by MSME.
- (xviii) List of Directors along with DIN numbers in case of company.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS.

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 Documentary evidences of the "goods and services" conformity to the bid documents. Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- a) A bid without clause-by-clause compliance on the purchaser's Scope of Work, SOR (Section-3 Part A, B), General(Commercial) Conditions, shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(A) above the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

12.1 The Bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of **Rs.1,80,804/-** (Rupees One Lakh Eighty Thousand Eight Hundred and Four only) No Interest, shall be paid by BSNL on the Bid security for any period, whatsoever.

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

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly completed work.

- d) 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.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.6.

12.4 A bid not secured in accordance with Para 12.1 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on E-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process).

12.5 The bid security of the 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 the purchaser pursuant to Clause 13.

12.6 The successful bidders bid security will be discharged upon the bidders acceptance of the Advance Work order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder whose EMBG shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause 24.5 and 24.6 of this sections.

12.7 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 APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with **Clause 28**.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

13.2 In exceptional circumstances, the purchaser 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 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

14.1 The bidder shall submit his bid, on line (in case of e-tendering) and through sealed envelope physically (in case of tenders with manual bidding process) complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. **All the documents must be authenticated using Digital Signature/Hand signature by the authorized person.** The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e-tender portal using DSC issued in his name, shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorized signatory for the bid.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids are called under **Single Stage Bidding & Two Envelope System**.

The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope. The cover shall contain the 'Original Copy' of the bids subject to clause 14.2. The envelope should be sealed by the personal seal of the bidder.

15.1.3 Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedule as per Section 9 Part B.

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked 'TECHNO-COMMERCIAL BID'. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked 'FINANCIAL BID'.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

15.2 a) The envelopes shall be addressed to the purchaser inviting the tender as given below:

DE Cables North
BSNL Chennai Telephones
2nd floor, Old Flower Bazaar Exchange building
Chennai – 600 001.

- b) The envelopes shall bear the name of the tender, the tender number and the words '**DO NOT OPEN BEFORE**' (22-12-2018 1130 hours).
- c) The inner and outer envelopes 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) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT at the venue given in clause 15.2 (a) above. The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening:
Tender Opening Event shall be held at the office of:

DGM CP & MM
BSNL Chennai Telephones
3rd Floor, KushKumar road,
Chennai – 600 034.

If due to administrative reasons if the venue of the bid opening is changed it will be displayed prominently on the notice board.

- 15.3 If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all works as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

- 17.1 No bid shall be accepted either online by e-tender portal or physically after the specified deadline for submission of bids prescribed by the purchaser.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be on line and digitally authenticated (in case of e-tendering) and physically (in case of manual bidding process) as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online (in case of e-Tenders) who chose to attend, at time & date specified in Clause 7 of D NIT (Section-1) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in Section-7 B).

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

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

20.0 CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

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

21.0 PRELIMINARY EVALUATION

21.1 Purchaser 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 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

21.3 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document.

For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The Tender will be evaluated as a single package of all items given in the Financial Document.

22.3 The evaluation and comparison of responsive Bids shall be on the percentage deviation (above/below/at par) offered and indicated in Schedule of Rates of the Bid Documents.

"If the supplier fails to furnish necessary supporting documents i.e. Excise/ Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm.

23.0 CONTACTING THE PURCHASER

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

24.0 PLACEMENT OF ORDER (AWARD OF CONTRACT).

24.1 **BSNL-CHENNAI TELEPHONES** shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable. The purchaser reserves the right to counter offer price(s) against prices quoted by the bidder.

24.2 The work against the Tender is for one year's requirement and Terms and Conditions of this Tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor, extendable to further one year on the same terms & conditions and the PBG may be got extended for further one year.

24.3 The tendered work shall be distributed among two vendors / contractors in the ratio of 60% and 40%

24.4 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.

24.5 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

- 24.6 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be carried out by the L-1 bidder as part of whole contract.
- 24.7 If there are more than two tenderers at the same rates, the Tenderer having more number of years of experience shall precede to the one having lower experience while deciding ranking for considering for the award of work.

25 PURCHASER'S RIGHT TO VARY QUANTUM OF WORK.

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

However BSNL will not be liable to the contractor for any losses or damages, costs, charges 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 etc.

26 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL-CHENNAI TELEPHONES 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 BSNL's action.

27.0 ISSUE OF LETTER OF INTENT

- 27.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the Bidder.
- 27.2 The Bidder shall within 14 days of issue of letter of intent, give his acceptance along with material security and PBG in conformity with Clause-3 Section-5 PART A, provided with the Bid Documents. However tender issuing authority reserve the right to extend the time limit if the reasons on which extension is sought deemed fit.

28 SIGNING OF AGREEMENT

28.1 The issue of work order shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by **BSNL-CHENNAI TELEPHONES** within a week of submission of material security and PBG. The bid security deposited along with tender shall be returned after confirming the genuineness of the PBG of the bank as per Clause-27.2 above.

28.2 An agreement shall be signed after the submission of PBG and material security.

29 ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of Clause-27.2 & 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event, **BSNL-CHENNAI TELEPHONES** may make the award to any other Bidder at the discretion or call for new Bids.

30 REJECTION OF BIDS

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

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned in Section 4 Part –A.
- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (A) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of preliminary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

30.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 30.1(a), 30.1(b) of Section-4 Part A, 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.

30.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

- 30.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of Work Order against the instant tender.
- 30.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

31 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT

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

- a) Does not complete the work in time;
- b) Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of the Tender document.

32 NEAR-RELATIONSHIP CERTIFICATE

- 32.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 32.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 32.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son (s). & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 32.4 The format of the certificate is given in Section 6 (B).

33. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

34 Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

35 Reservation/ Procurement from MSE units

The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

Note – This clause shall be deleted if not applicable for the tender.

SECTION-4 Part B**SPECIAL INSTRUCTIONS TO BIDDERS**

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

1. Eligibility Conditions

- 1.1 The eligible bidder(s) should be a registered Indian company.
- 1.2 The bidder should possess sufficient experience in the field of “Pulling of Optical fiber **Cable in PVC ducts**” in DOT, BSNL, MTNL, Govt. UT, PSU and Statutory bodies. Proof in the form of experience certificate in ORIGINAL issued by a licensed Operator in any LSAs in India for having completed “Pulling of Optical fiber **Cable in PVC ducts**”, signed by an authorized signatory shall be attached.
- 1.3 The bidder should have sound financial background and workforce. Proof of turnover of 2 previous years shall be attached.
- 1.4 The company should possess valid service tax registration and should have valid PAN No and GST No.
- 1.5 The Bidder should not have been black-listed by Central/ State Governments/ PSUs. A self-declaration may be submitted along with the bid document.
- 1.6 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their bid.

2. Bid Security

The bank guarantee / DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee / DD so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. Distribution of Quantity.

The Purchaser intends to limit the number of technically and commercially responsive TWO bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender, with provision for MSME bidders. The distribution of the quantity shall be as given in Table 1 below

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	80%	Nil	Nil	Nil	Nil	20 %
Two Bidders	48%	32%	Nil	Nil	Nil	20%

Note 1(a): Table 1(B) shall be followed if the tender has provision for reservations for MSE units.

Note 1(b): In case of tenders like for Turnkey projects etc. where it is not feasible to award the work to more than one bidder, the provisions for MSEs shall not be made.

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 20% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Price is within +15% of L-1 price then 20% reserved quantity shall be distributed amongst such MSE bidders.

(ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

Note 3 : In case All the bidders are MSME Bidders ,Distribution of Quantity will be as per Table 1A.

Note 4: If MSME Bidder quotes L1 Rate or L2 Rate, for the purpose of evaluation the said MSME Bidder(s) will be considered as NON -MSME Bidders only as the tender is proposed to restrict the number of Techno commercially Bidder(s) to TWO. Accordingly, Distribution will be done as per column (2) of Table 1(A) in case there are no other MSME Bidders other than L1 and L2 MSME Bidders.

In case, there are other MSME Bidders say L3,L4,L5 etc (along with L1,L2 Bidders whether MSME or not) and fulfilling the condition i.e. within +15% of L1 price, than distribution among all the successful Bidders (from L1,L2,,etc) will be as per column 2 and column 3 of Table 1 (B) for TWO Bidders as tabulated below.

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
Two Bidders	48%	32%	Nil	Nil	Nil	20%

Section- 4 Part C**E-tendering Instructions to Bidders****General**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking.

Benefits to Suppliers are outlined on the Home-page of the portal

1. Tender Bidding Methodology:

Sealed Bid System – '(number of) Stages – Using Single/Two Envelopes',

Followed by 'e-Reverse Auction' (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

3. Broad outline of activities from Bidders prospective:

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

1. Procure a Digital Signing Certificate (DSC)
2. Register on Tender Wizard
3. Create Users and assign roles on Tender Wizard
4. View Notice Inviting Tender (NIT) on Tender Wizard
5. Download Official Copy of Tender Documents from Tender Wizard
6. Clarification to Tender Documents on Tender Wizard
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL
7. Bid-Submission on "Tender Wizard". Prepare & arrange all document/paper for submission of bid online and offline.
8. Attend Public Online Tender Opening Event (TOE) on the above portal
 - Opening of Technical-Part
9. Attend Public Online Tender Opening Event (TOE) on Tender Wizard
 - Opening of Financial-Part (Only for Technical Responsive Bidders)
10. 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.
11. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
12. BOQ Part (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. For participating in this tender online, the following

instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4.Registration

To use the e-Tender portal (<https://www.tenderwizard.com/BSNL>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In Tender Wizard terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact Tender Wizard Helpdesk (as given below), to get your registration accepted/activated.

Tenderwizard Helpdesk [between 9:30 hrs to 18:00 hrs on working days]

Telephone	91-80-40482000
Mobile No.	09894191904 , 9941947400, 09962676264, 08098469169
E-mail ID	<i>twhelpdesk679@gmail.com,</i> <i>twhelpdesk438@gmail.com</i>

BSNL Contact

BSNL's Contact Person-1	BSNL's Contact Person-2
<i>DE (Cables North)</i> Telephone No. 9445004477 <i>From 10:00 hours to 17:30 hours on working days</i>	<i>DGM (CP & MM)</i> Telephone No. 044-2827 4554 Mobile: 9444297429 SDE Tender 044 28257489 <i>From 10:00 hours to 17:30 hours on working days</i>

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.(All the bid documents should be uploaded in the portal with signature of authorized person)

Broad outline of submissions are as follows:

- ☐ Submission of Bid Security/ Earnest Money Deposit (EMD)
- ☐ Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- ☐ Two Envelopes
- ☐ Techno-commercial -Part
- ☐ Financial-Part

6. Offline Submissions:

The bidder is requested to submit the following documents offline to

DE CABLES NORTH
BSNL CHENNAI TELEPHONES
2 nd Floor, Old Flower Bazaar Exchange Building
Chennai 600001

on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words '**DO NOT OPEN BEFORE**' (22-12-2018 1130 hours due date & time).

1. EMD-Bid Security in Original.
2. DD/ Bankers cheque of Rs. 1,80,804/- drawn in favour of Accounts Officer(Claims), BSNL, CHENNAI TELEPHONES, payable at Chennai against payment of tender fee.
3. Power of attorney in accordance with clause 14.4 of Section-4 Part A.
4. Valid MSE certificate if applicable
5. Letter of authorization to attend the Tender Opening Event .

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

NOTE:

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

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

1. Down load price schedule / BOQ part A in XLS format and price schedule / BOQ part B in PDF format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.
3. BOQ file part A is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. 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.

Download price schedule / BOQ part B in PDF format. Get it printed, fill up required information. Scan it and save in your computer for uploading it while submitting the bid.

Minimum Requirements at Bidders end:

Obtain the Class-3 Digital Signature from any of the CCA (Controller of Certifying Authority, India) or if any support required on DSC please contact back to ITI Help Desk.

Important notifications:

- (1) Download the Request letter in Home page (Click on Click to view Latest Circulars / Format - VENDOR MANUAL - REQUEST LETTER).
- (2) Important notifications regarding tenders shall be sent to the registered mail id provided in your profile. Hence, kindly provide a valid and active email id.
- (3) For any further clarification please feel free to contact ITI help desk no: 011-49424365/9713512174

Supported Operating Systems:

- Windows XP professional
- Windows 2000 professional
- Windows 7 professional

Supported Office Tools (Word & Excel): Microsoft Versions 2007 & 2003

Supported Browser:

- Microsoft Internet Explorer version 7, 8 and 9
- Mozilla Firefox Version 6/7/8
- Google Chrome Version 16

Browser settings:

Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.

Add the e-Procurement domain name in the 'Compatibility View' list of your browser Turn off the 'SmartScreen Filter' in the browser.

Supported File Types:

- General Documents of only JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
- Files with .EXE, .PSD extensions is not allowed
- File size not to exceed 5 Mb per attachment
- All uploaded files should be virus free and error free

Minimum System Configuration:

- CPU speed of 2.0 Ghz
- USB Ports
- 2 Gb of Memory (RAM)
- Anti-virus software should be enabled and updated regularly

Screen Resolution:

- Best viewed under 1024 x 768 pixels

PKI (Public Key Infrastructure) eToken Drivers:

To enable successful PKI based log-in, the eToken drivers has to be installed and configured in the Internet Browser. For more information, refer installation guide provided during first log-in.

Supported Java Runtime Environment - Java JRE 6 and above

Recommended Internet Connectivity:

- 1 Mbps Broadband Internet Connection

Help Link for e-tender creation/publishing, go to <https://www.tenderwizard.com/BSNL>

Once the process of opening of bids is completed online by TOC, the same will be intimated to each bidder on their respective registered e-mail on tenderwizard site automatically. In addition, each bidder can check the status of the tender on e-procure site.

Important Note:

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

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS 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. Security related aspects as regard Bid.

Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. BSNL Procurement Manual 2012 Page 63. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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 BSNL Procurement Manual 2012 Page 64 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. The following would be parameters for e-Reverse Auction: S. 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) Hours3 Automatic extension of the 'Reverse-Auction Closing Time', if last bid

received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time' Yes

3.1 Pre-defined Time-Duration xx Minutes(Typically 05 minutes)

3.2 Time-Duration of Automatic 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 Unit/ total package/ net cost to BSNL (To be decided by planning cell)

6 Minimum Bid-Decrement(Value in Currency) To be decided by planning cell

SECTION – 5**Part A****GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT****1 APPLICATION**

The General conditions shall apply in contracts made by BSNL for the execution of Optical Fiber Cable Pulling works.

2 STANDARDS

The works executed under the contract shall conform to the standards / instructions given by the concerned officer.

3. SECURITY.**3(a) MATERIAL SECURITY.**

- (a) The successful Tenderer 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 up to and including six months after, the period of the contract) from a Schedule Bank and in the Material Security bond form provided in the Bid Document, Section-7 (C). Material security can also be submitted in the form of Crossed Demand Draft drawn in favour of BSNL-CHENNAI TELEPHONES, issued by a Schedule Bank and payable at Chennai. The Material security will be a non interest bearing deposit, for any period whatsoever.
- (b) 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 will be suitably enhanced. In this regard the decision of the Area GM/DGM concerned shall be final and binding.
- (c) The Proceeds of the Material Security shall be payable to BSNL as a compensation for any loss resulting from the Contractor's failure to handle properly the material issued to him under the contract.
- (d) The Material security shall be released/refunded within a fortnight 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 the "Engineer-in-Charge"
- (e) In case the tender has extended after one year, the material security also be got extended.

3.(b) PERFORMANCE SECURITY.

All suppliers including (MSEs) who are registered with the designated MSE bodies/National Small Scale Industries Corporation etc., shall furnish performance security to the purchaser for an amount equal to 10% of the value of Advance Work Order within 14 days from the date of issue of AWO by the purchaser for a period of 30 months from the date of issue of AWO

- (1) The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from supplier's failure to complete its obligations under the contract.
- (2) The Performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the proforma provided in Section 7 – A of this bid document.
- (3) The Performance Security Bond will be discharged by the purchaser after completion of supplier's performance obligations under this contract.
- (4) Each successful Tenderer will have to furnish a security deposit @10% of the tendered value (Accepted). If the security deposit is not paid by the contractor within the due date specified the EMD will be forfeited.
- (5) The security deposit is liable to be forfeited if any of the terms and conditions is not fulfilled. The decision of the DGM (CP&MM) Chennai Telephones in this regard will be final and legally binding on the tenderer. The security deposit does not carry any interest. The security deposit / Bank Guarantee will be released on satisfactory completion of the allotted works entrusted to them and on the expiry of the contract period or after the expiry of validity of the PBG and after deducting amount due from the contractor.
- (6) .All compensation or other sums of money payable by the contractor to the department shall be deducted from the security deposit. *On receipt of the PBG from the bidder, after confirmation of the genuineness of the PBG from the bank, the EMD if any was received earlier the same may be returned.*

4. Measurement and Inspection.

The measurement books are to be maintained by the officer in charge of the work or his immediate engineering sub-ordinate 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 work or figures and inserting the corrections, corrections thus made shall be initialed and dated by the officer concerned.

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

4.2 Method of measurements: The measurements of the work shall be done for activity-wise as and when the item of work is ready for measurement.

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

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.

5.0 INSPECTION

It is imperative that the Contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality 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.

5.2 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 Contractor's Performance Rating (CPR).

5.3 In addition to supervision by SDE Incharge Officers, all works at all times shall be open to inspection of BSNL. The Contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

5.4 The work to be done by the contractor shall be subject to strict supervision by the nominated officials of Chennai Telephones and it shall be **incumbent on the contractor that no damage is caused to the cable / cable drums during the execution of the work by him/his representatives. He shall arrange for safeguarding of the cable drums entrusted to him** to prevent loss/ theft/ damage of cables. The contractor shall be personally responsible for any such loss/ damage etc., and Chennai Telephones shall have every right to recover such losses from the contractor. The nominated officers of Chennai Telephones shall have every right to inspect / supervise the work and point out deficiencies and demand appropriate remedial action from the contractor / his representatives.

6. Delivery of documents :

Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule requirement and special conditions of the contract.

7. INSURANCE.

The contractor must arrange for insuring the materials at his own cost handed over to him or in the joint name of the contractor and BSNL CHTD, clearly indicating to the insurance company in all document that the beneficiary of the insurance in the case of fire / burglary / loss / theft / damage/ pilferage etc., shall be the BSNL CHTD (will be represented by DGM [CP&MM] Chennai Telephones] for the material issued during the contract period for a value of Rs.5 lakhs approximately. The insurance shall cover the entire period of the contract plus 6 months i.e. 18 months from the date of acceptance of the tender offer and communications thereof the successful tenderer / tenderers. The insurance document shall be lodged with the DGM (CP & MM) / nominated officer within 15 days from the date and final award letter.

8. ISSUE OF WORK ORDERS AND TIME LIMIT

- The Work Order shall be issued so as to include all terms of works relating to pulling of OF cable through duct. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.
- **The work order** shall be issued by the DE in charge after examining the technical and planning details of the works to be executed.
- **If due to** any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of DGM.
- **The Divisional Engineer** shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- **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 necessitating on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the works at the required place.

9. EXTENSION OF THE TIME LIMIT

9.1.1 General

9.1.2 In each Work Order, the Work Order issuing Authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the Contractor and shall be reckoned from seventh day from the date of issue Work Order

9.1.3 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.

9.2 GRANT OF EXTENSION OF TIME

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 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. BSNL will, however, not be liable to the contractor for any losses or damages caused, charges, or expensed that the contractor may in any way sustain / suffer due to delay in making the above available. There may be some hindrances, other than covered under *force majeure*, while execution of work and in such cases the Contractor shall apply in writing in the prescribed form as

given in **Annexure-C**) to the Engineer-in-Charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the Competent Authority (an Officer of the Rank of JAG level in-charge of Cable Construction work) with his detailed report and photocopy of the Hindrance Register, BSNL will. However, not be liable to the contractor for any losses or damages, caused, or expensed that the contractor may in any way sustain / suffer due to delay in making the above available.

10.0 PAYMENT TERMS

10.1 (i) **The contractor bill** shall be in printed format, machine numbered and also contain the GST registration number. The contractor shall prepare the bill in triplicate and submit the same to SDE in charge of work within one month from the completion of work. The bill shall be prepared for all the measurements involved in the execution complete work order. Payment of bills will be made through RTGS / NEFT on completion of work on each work given and regularization of cable account and return of balance stores. The contractor shall prepare the bill containing the following details.

The bill for all the quantities as per measurements at the approved rate. Stores reconciliation statement furnishing account of stores received against the work order and return to the designated store godown as surplus with requisite verification from store in charge / SDE in charge of work.

(ii) .Letter of grant of EOT(s) if work could not be completed within stipulated time.

10.2 The SDE in charge of the work shall scrutinize the bill against the works entrusted and accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book. The SDE in charge of the work shall submit the bills along with other documents mentioned above, with the documents as mentioned hereunder to the Divisional Engineer in charge of work.

10.3 Bill prepared by the contractor.

10.4 Materials reconciled statement.

10.5 Measurement book.

10.6 GST invoice if applicable.

10.7 EPF/ESI payment details for the previous month of the work

Details of recoveries / penalties for delays, damages to BSNL / third party properties as per the provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

11.0 DISPOSAL OF EMPTY DRUMS

Disposal of empty cable drums shall be the responsibility of the contractor. BSNL will not claim the proceeds thereof. The empty cable drums must be taken over by the contractor and shall not be kept in BSNL premises. Partially used cable drums and cable bits etc., shall however be transported back to the unit officers store department by the contractor. Contractor shall mention the number of empty drums disposed and the amount deducted from the bill.

12.0 PRICES:

12.1 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, except for variation caused by change in taxes / duties as specified in clause 12.2 mentioned below.

12.2(a). Price will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time.

12.2(b) Price once fixed will remain valid for the period of contract. Increase and decrease of GST which will be paid at prevailing rate during the period of contract.

13.0 SUB CONTRACTS

The Contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances, unless and until permitted by BSNL to specific PSUs under DOT.

14. LIQUIDATED DAMAGES

a. Termination of the contract as per provisions of the tender document will also result in the forfeiture of Security Deposit along with Material Security Deposit. The concerned DGM Chennai Telephones shall be at liberty to recover any other damages that the department has suffered in addition to forfeiture of Security Deposit and Material security towards compensation for delays and liquidated damages.

b. The time allowed for carrying out the work as specified in the work order shall be adhered to strictly by the contractor. The liquidated damage of 1% of the amount of the work order for every day that the work remains un commenced or unfinished after the target date specified in the work order shall be payable by the contractor which will be deducted from the amount payable. The decision of DGM (CP&MM) in this regard shall be final and binding.

c. On any day the compensation payable as above reaches 10% of the value of work order the contractor shall proceed with work further only on getting written instructions from DGM (CP&MM) that he is allow to proceed further with the work.

d. If the DGM (CP&MM) is convinced on the basis of the written request from the contractor and satisfied that extension or revision is in the interest of the department, he may be allowed to proceed further with the work. The extension / revision is subject to recovery of LD after the target date.

e. In case of slow progress of the work which has been awarded and the public interest does not permit extension of time limit, DGM (CP&MM) shall have the full right to order that the scope of the work order may be restricted to such fraction of the whole of the work and to award the balance of the work to any other contractor or to execute the work departmentally as is convenient or expedient to BSNL, Chennai Telephones.

f. In such an event no compensation shall be payable by BSNL to the contractor towards any inconvenience or loss that he may be subjected to as a result of such an action by BSNL, Chennai Telephones. The balance, unexecuted work got done through other contractor after giving notice to the original contractor the amount paid in excess of which would have been paid to the original contractor if the whole work got done by himself shall be deducted from any amount due to him by BSNL, Chennai Telephones under the said contractor from his security deposit.

15.0 TERMINATION FOR DEFAULT

Circumstances for rescission of contract.

Under the following conditions the competent authority may rescind the contract

- a. If the contractor commits breach of any item of terms and conditions of the contract.
- b. If the contractor suspends or abandons the execution of work and the engineer in charge of work comes to conclusion that work could not be completed by due date for completion or the contractor has already failed to complete the work by the date.
- c. If the contractor had been given by the officer in charge of work, a notice in writing to rectify the replace any defective work and he / she fails to comply with the requirement within the specified period.
- d. The contractor can be terminated by the DGM (CP&MM) Chennai Telephones at any time giving 7 days' notice in the case of noncompliance of any of the terms and conditions of the tender and his / her decision will be final. The DGM (CP&MM) Chennai Telephones, has the right under condition of noncompliance of the terms and conditions as stated above to award the work to any other contractor approved.

16.0 FORCE MAJEURE

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

Provided also that if the contract is terminated under this clause, the BSNL CHTD shall be at liberty to make payment to the contractor for the work satisfactorily executed at a price to be fixed by BSNL CHTD.

17.0 ARBITRATION

Except as otherwise provided elsewhere in the contract, in the event of any dispute, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 days from the date of making of such request.

Where parties are unable to settle the dispute through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GM TD), as the case may be for referral of such disputes to a sole arbitrator (chosen from the names provided by BSNL), to be mutually decided by the parties, as per the provision of arbitration and conciliation act 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceedings shall be at Chennai only.

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

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Upto Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators BSNL will appoint its arbitrator from its panel.

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

18 SET OFF:

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

19.0 GENERAL CONDITIONS FOR WORK AND LABOUR:

- 19.1 (a) The normal working hours shall be between 07.00 hours and 18.00 hours on all working days, but it may be necessary for the contractor to work longer hours to carry out work at night in busy thoroughfares, of which due advance verbal notice will be given and recorded in the log book kept at the temporary store dump. Work on Sundays and public holidays shall also be carried out when necessary. No additional payment will be made on this account. Depending upon the importance of the route and as directed by the Police authorities, the work may have to be executed only during night times. No extra payment towards labour shall be

made to the contractor for work done during night hours. Necessary floodlights, mobile generators may have to be provided by the contractor for the night work, at his cost.

(b) The contractor shall at his own responsibility arrange to obtain necessary license required under "Contract Labour (Regulation & Abolition) Act, 1970" and abide by the provisions of the said act.

- 19.2 No labour below the age of 18 years shall be employed on the work. The contractor shall be personally responsible for ensuring that the provisions of various acts in this regard are strictly adhered to and Chennai Telephones shall not have any liability / responsibility on this account.
- 19.3 In every case, in which by virtue of the provisions of section 12, Sub Section (1) of the workman's Compensation(s) Act, the amount of the compensation so paid, and without prejudice to the right of BSNL, CHTD under Section 12, Sub Section (s) of the said Act, BSNL CHTD shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by Government to the contract or otherwise.
- 19.4 BSNL CHTD shall not be bound to contest any claim made against it under section 12, Sub Section (1) of the said Act.
- 19.5 The contractor shall at all times hold the BSNL harmless and indemnified against all claims, costs, charges and expenses for which the dept may be held liable or may incur or pay on account of negligence or misconduct of the Contractor, or his employees or his servants or any of them and of any persons under his control whether in respect of injury to the person or damage to the property of any member of the public or any other concern on account of any defect or want of repair in such works or in the equipment used by the contractor in connection therewith or otherwise and against all claims and demands in respect thereof. If damage is caused to persons or assets or private parties or others such as electric, gas or water supply authorities etc. during the course of the work, the damages shall be made good by the contractor or by the person or the party at the cost of the contractor as demanded. The contractor should furnish a signed declaration indemnify BSNL and agreeing to the other conditions mentioned in this Para.
- 19.6 The contractor will also be responsible to comply with all laws including those relating to the labour etc. in force at that time.
- 19.7 The contractor will also hold the department indemnified against all claims arising out of Accidents /deaths of his labour / s or any other third party caused by contractor's negligence or by accidental electrocution etc. The compensation payable in all such case should be borne by the contractor. The contractor should make available all safety device / mechanism to his labour force and is solely responsible for the safety of his laborers.
- 19.8 In case the cable of other service providers is damaged by BSNL contractor while pulling cables in Ducts, than the cost of damage that becomes payable to other service providers will be deducted from the contractors bills.
- 19.9 No one connected with or in the employment of BSNL shall ever be admitted as a partner or to any interest in this contract.
- 19.10 Necessary drawings will be supplied to the successful tenderers along with the work order.

- 19.11 No contractor is allowed to open the duct manhole without any valid work order from BSNL & unauthorized entry into Duct MH will be viewed seriously and action such as termination of contract in addition to legal proceeding for tress-passing will be taken.

20.0 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

20.1 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 valid licence 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 fulfil this requirement shall attract the penal provisions of this contact arising out of the resultant non-execution of work.

20.2 Contractors Labour Regulations

The contractor should strictly adhere to the Central government Labour regulations of not employing pregnant ladies and children below the age of 18 years.

20.2.1 Working Hours

- 20.2.2 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.
- 20.2.3 When a worker is made to work for more than 9 hours on any day for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 20.2.4 Every worker shall be given a weekly holiday 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.
- 20.2.5 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.
- 20.2.6 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.
- 20.2.7 The contractor should strictly adhere to the condition regulation act minimum wage act as per 37.2.1.3 ESI/EPF scheme in any other regulations covering labour act. Further contractor should give timely deposit of PF and ESI due to the labours with the details of the labour to the appropriate authorities and has to submit the documents in this regard to BSNL.

21.0 Display of Notice Regarding Wages Etc.

The contractor shall, before he commences his work on contract, display and correct maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the

wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information.

21.1 Payment of Wages

21.2 The contractor shall fix wage periods in respect of which wages shall be payable.

21.3 No wage period shall exceed one month.

21.4 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.

21.5 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.

21.6 All payment of wages shall be made on a working day at the work premises and during the working time and on as 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.

21.7 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

21.8 All wages shall be paid in current coin or currency or in both.

21.9 Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

22.0 Fines and deductions which may be made from wages

22.1 The wages of a worker shall be paid to him without any deduction of any kind except the following:

Fines

(a) 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.

(b) 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.

(c) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(d) Any other deduction, which the Central Government may from time to time, allow.

22.2 No fines should be imposed on any worker save in respect in such acts and omissions on his part as have been approved of by the Labour Commissioner.

22.3 No fine shall be imposed on a worker and no deduction for damage or shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

- 22.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- 22.5.1 Labour records**
- 22.5.2 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.
- 22.5.3 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.
- 22.5.4 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.
- 22.5.5 Register of accidents – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same 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
- 22.5.6 The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 22.5.7 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971.
- 22.5.8 The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971.
- 22.5.9 The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.
- 22.6 Attendance and card-cum wage slip**
- 22.6.1 The contractor shall issue Attendance card cum wage slip to each workman employed by him.
- 22.6.2 The card shall be valid for each wage period.
- 22.6.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 22.6.4 The card shall remain in possession of the worker during the wage period under reference.

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

22.6.6 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.

22.7 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.

22.8 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.

23.0 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 authorised by the Ministry of Communication in this behalf.

23.1 Powers 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.

23.2 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 authorised officer as the case may be.

23.3 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, authorised by the Central Government on his behalf.

23.4 Submission of Returns:

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

23.5 Amendments:

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

24.0. HANDING OVER / TRANSPORT OF CABLE DRUMS:

- (a) The unused cable bits, irrespective of length shall be handed over by the contractor at his cost, under proper acquaintance at the store depot of the concerned Unit officer.
- (b) The Contractor/his authorized representatives shall be invariably present at the time of loading and unloading of cable bits. The cable pulling contractor shall be personally responsible for receiving and safeguarding of the cable drums and for returning of the unused cable bits.
- 5.2 Any loss/theft etc. of cable drums in his charge shall be promptly reported by the contractor to the police and to the nominated officer of Chennai Telephones and the contractor shall be responsible for pursuing the case with the police authorities and reporting the progress of recovery etc. to the nominated officers of Chennai Telephones.
25. The tenderer has to arrange necessary caution boards, which should be kept on either side of the work spot. Obtaining traffic Police permission is also the responsibility of the tenderer wherever it is required. A letter from the department may however be obtained by the contractor to facilitate the permissions.
26. Opening of manhole covers and bailing out of water from the duct chambers, wherever required shall be done by the contractor at his cost.
27. Balance cable bits are to be returned to DCM store yard at the tenderer's cost.
28. Any tools and materials required for pulling the cable should be brought by the contractor himself.
29. For the purpose of Evaluation, and ordering the philosophy of composite price inclusive of all taxes, duties and freight will apply.
30. Legal Jurisdiction: Any dispute arising out of the contract under this tender shall be within the Jurisdiction of Chennai Courts only.

SECTION-6

UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work.

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

- 1** All the information, Documents, Photo copies of the Documents/Certificates enclosed along with the Tender offer are correct.
- 2** If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6. (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the certificate to be given as per the clause 31.4 of Section-4 Part –A by the bidder in respect of status of employment of his/her near relation in BSNL)

Tender.No :

Due to open on :

To
DE CABLES NORTH,
BSNL CHENNAI TELEPHONES
2nd Floor, Old Flower Bazaar Exchange Building,
Chennai 600001

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

Dated this..... Day of.....

.....
Signature of the tenderer
With date and seal

.....
(Name in Block Letters of the SIGNATORY)
In the Capacity of

Note:

In the case of proprietorship Firm, Certificate will be given by the proprietor. For partnership firm the certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company. "Government of India / Financial Institution Nominees and Independent Non official directors appointed by Government of India or the Governor of the state are excluded from the purview of submission of Certificate"

6 (c) DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED

I _____ Son of / Wife of shri. _____ and
Proprietor / Director / Partner of M/S _____ do hereby solemnly affirm

1. That I am the sole Prop//Partner/director of M/s _____

2. That I state & declared that the above firm m/s _____

has been never ever been debarred and / or blacklisted by any department of Central Govt. / State Govt. / PSU. / Public bodies / Municipalities.

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

Signature of the Prop/Partner/Director

(Shri./Smt./Miss _____)

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

SECTION- 7 PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee/PBG (To be typed on Rs.100/- non-judicial stamp paper)

Sub: BID Security/ EMD Guarantee

Whereas M/s ----- R/o ----- (Hereafter referred to as Bidder) has approached us for giving bank guarantee of Rs. /-(hereafter known as the "BG amount") valid up to / /20 (hereafter known as the "validity date") in favor of PGM (NW P&D) CFA, CHTD (Hereafter referred to as BSNL) for participation in the tender of work of ----- vide tender No: -----.

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

SECTION- 7

7(B) Letter of Authorization for attending Bid Opening Event.
(To be typed preferably on letter head of the company)

To

DE CABLES NORTH,
BSNL CHENNAI TELEPHONES
2nd Floor, Old Flower Bazaar Exchange Building,
Chennai 600001.

Sub: Authorization for attending Bid Opening on _____ (Date)

Ref: NIT NO Tender No. DE CABLES NORTH / Work Tender / 2018 / 01

Dt. 29-11-2018

I/We hereby authorize Mr./Ms.-----and Mr./Ms.----- (alternative) whose signatures
are attested below ,to attend the Bid Opening for the Tender mentioned above on our behalf.

Signature of Bidder/ Officer authorized to sign
on behalf of the Bidder

.....
Name of the Representative

.....
Signature of the Representative

.....
Name of the alternate Representative

.....
Signature of the Alternate Representative

Above Signatures Attested

Signature of Bidder/ Officer authorized to
sign on behalf of the Bidder

- Note. 1. Only one representative will be permitted to attend bid opening. 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/presented.

7 (C) MATERIAL SECURITY BOND FORM

Whereas (Hereinafter called "the Contractor") has been awarded the contract of cable construction work, as per tender number
 KNOW ALL MEN by these Presents that WE
 OF Having our registered office at
(herein called the "the Contractor") are bound un to
(hereinafter called "BSNL") in the sum of for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor is unable to keep stores issued to him, properly, i.e., the store provided to the contractor, by BSNL are damaged **or**
2. The stores issued to the contractor by BSNL are stolen or
3. The Contractor is not able to provide proper account of the stores issued to him/her/ them by BSNL.

We undertake to pay to BSNL upto the above amount upon receipt of its first written demand without BSNL having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of three conditions specifying the occurred condition or conditions.

This Guarantee will remain in the force upto and including One hundred and eighty (180) days after the Period of Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of the Witness

Name of Witness:

Address of Witness:

7 (D) AGREEMENT**The successful Tenderer shall have to execute the following Agreement;**

This Agreement made on this Day of Month (Year) between M/s. hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & BSNL-CHENNAI TELEPHONES hereinafter referred to as BSNL, of other part.

Whereas the Contractor has offered to enter into contract with the said BSNL for the execution of work of Optical Fiber cable Pulling/back pulling/ with rodding/without rodding and other associated works in BSNL-CHENNAI TELEPHONES under ground ducts on the Terms and Conditions herein contained and the rates approved by the BSNL-CHENNAI TELEPHONES (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document (Tender No.-----) and whereas no interest will be claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract that is to say from to or completion of work for Rs. (In words) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of 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, Optical Fiber cable Pulling/back pulling/ with rodding/without rodding and other associated work as described in tender documents (annexed to the agreement), when BSNL or Area GM/DGM/AGM or any other persons authorized by BSNL-CHENNAI TELEPHONES 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 NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the 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 BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have herein to 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
PGM NW (P&D) CFA
BSNL, Chennai Telephones

Witness :

1.

7 (E) SPECIMEN FORM OF **SOLVENCY CERTIFICATE** FROM THE SCHEDULED BANK

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

_____ *** _____ a

Customer of our bank is/are respectable and his/their financial soundness be treated as good for any Contract/engagement upto a limit of Rs. 5 lakhs (Rs. FIVE LAKHS)

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

Manager of the Bank

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

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

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

7(F) Proforma for CLAUSE BY CLAUSE COMPLIANCE

SECTION NO	CLAUSE NO	COMPLIANCE

SECTION – 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

1 General:

1.1 Name of the Tenderer / Firm

1.2 Name of the person submitting the tender whose Photograph
is affixed .Shri/Smt

Photo to be affixed

here

- (i) Passport size Photograph of the tenderer / authorized Signatory holding Power of Attorney(who is signing this bid) **duly self attested** should be affixed in the appropriate box
- (ii) In case of Sole Proprietorship the bidder himself/herself should sign the tender. Power of attorney is required in case where bidder himself/herself has not submitted the bid but done through Power of Attorney holder
- (iii) In case of Partnership firms, the tender has to be signed by all Partners or power of attorney holder.
- (iv) In case of limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.

1.3 *Address of the Tenderer /Firm*

1.4 Communication Address.....

1.5 Tel. No. (With STD Code) (O)(Fax)..... (R).....

1.6 Registration & incorporation particulars of the firm/Company to be submitted are:

- i. Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm , on a non- judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub- Registrar of the states(s) concerned.
- ii. Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.
- iii. Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.

1.7 *Name of Proprietor/Partners/Directors.....*

1.8 Tenderer's bank details:

- i) Address
- i) Current Account No.
- ii) Bank IFSC Code
- iii) MICR code for ECS payment.

1.9 Infrastructural capabilities:

- a. Capacity of trenching per day (in meters).....
- b. Capacity of pipe laying per day (in meters).....
- c. Capacity of pulling cable through duct /pipe per day (in meters).....
- d. Capacity of engaging mazdoors per day
- e. Particulars of vehicles available with the tenderer

Sl.No.	Type of Vehicle	Registration No.
1		
2		
3		

- f. Particulars of other machines possessed by the contractor which can help in trenching, cable laying and cable pulling .splicing and A/T.
- 1
- 2
- 3

1.10 Details of Technical and Supervisory Staff:

Sl.No.	Name	Qualification	Designation	Remarks
1				
2				
3				
4				

1.11 Details of CST/KST/Service Tax etc.

1. Trade Index Number
2. CST/ KST/VAT Registration Certificate
3. PAN Number
4. Service Tax Registration Certificate

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

Place:

Date:

Signature of Tenderer/Authorised Signatory

Name of the Tenderer.....

Seal of the Tenderer

Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

.....
.....

.....

Place.....

Signature of contractor

Date Name of Contractor

NOTE: 1. Any clarification on this tender document with respect to above points may be addressed To the tendering authority within 10 days from the date of NIT and the same will be clarified within 3 days of receipt of the same.

2. Any request for clarification received after 10 days will not be entertained.

SECTION – 9**Part A****BID FORM**

To
DE CABLES NORTH,
BSNL CHENNAI TELEPHONES
2nd Floor, Old Flower Bazaar Exchange Building,
Chennai 600001

Dear Sir,

Having examined the conditions of contract and specifications including Addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Optical Fiber Cable Pulling Work for BSNL- Chennai Telephones, in conformity with said drawings supplied by BSNL- Chennai Telephones, on award of contract and specifications given vide Section – 3 Part B of this document, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

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

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

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

Dated thisDay of2018

Signature of Authorized Signatory

In capacity of

Duly authorized to sign the bid
for and on behalf of

Witness

Address

Signature

SECTION – 9

Part B

Price Schedule (Financial Bid)

To

Divisional Engineer (North),
BSNL, Chennai Telephones,
2nd floor, Old flower Bazar Exchange Buildings,
Chennai 600 001.

Sub: Financial Bid for OF Pulling work in BSNL-CHENNAI TELEPHONES.

Ref: NIT NO Tender No. DE CABLES NORTH/ Work Tender/ 2018 / 01 Dt. 29-11-2018

Dear Sir,

Having examined the Tender Documents, Terms and Conditions stipulated therein, Specifications of work etc., we the undersigned offer to execute the Optical fiber Cable Pulling/Re-pulling Works in duct of Chennai Telephones Zone-I (Chennai Corporation Area) in conformity with the said specifications and conditions of contract at the percentage (Below / at par / above) on Standard Schedule rates quoted as under;

ZONE-I
(Chennai Corporation Area)

BELOW In figures%. In words Per cent

OR

AT PAR In words

OR

ABOVE In figures%. In wordsPer cent

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

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

Dated/...../

Signature of Tenderer.....

Name of Tenderer

Signature of Bidder with Seal

Section – 9
Part – C
Schedule of Rates

Name of work: Pulling / recovery of optical fiber telephone cable through duct in Chennai Telephone District initially for a period of one from the date of awarding the tender but can be extended for a further period of one year with mutual consent with the same rates, terms and conditions.

S.No	ITEM	Quantity	Scheduled Rate in Rs	Unit	Total in Rs.
A	OPTICAL FIBRE CABLES				
a)	6F /12F/ 24F/ 48F /96/F/ 144F/288F With Roding Without Roding	1,15,000 M 35,000 M	24.75 17.16	Per meter Per meter	28,46,250/- 6,00,600/-
b)	Providing flexible PVC pipe at Manhole	10000 M	63.83	Per meter	6,38,300/-
c)	Pulling Leading in Optical Fiber cable by providing PVC Pipe to Transmission Room.	10000 M	230.45	Per meter	23,04,500/-
d	Opening of manholes, closing manholes	840 Nos	931.56	Per manhole	7,82,510/-
e)	Preparation of documents	1,50,000 M	0.40	Per meter	60,000/-
	TOTAL =				72,32,160/-

The following points are to be taken in to account while quoting the rates.

Note1: For Optical Fibre Cable pulling, pilot ropes will be arranged by the contractor, wherever necessary.

Note 2: Rates include all charges like transportation of cable drum from store yard to work spot and return of cable bits to PCM store yard, credit for the cost of the empty cable drum, rates and taxes etc., excluding service tax.

Note 3: The rate / meter quoted under “A” is consolidate rate considering all the above points and will be uniform for any size / capacity of “OF” cables.

Note 4: It is expected that approximately 150 Kms of Optical Fibre Cable of various sizes are expected to be pulled / recovered during the period of contract. However, this is only a tentative figure and the actual quantum of work may either fall short of or exceed the quantity mentioned. The exact shortfall / excess cannot be estimated at this moment, as it depends upon various internal / extraneous factors such as availability of funds, cables and related materials etc., It may also be noted that this does not confer any right upon the tenderers to claim as a matter of right a specific quantum of work and enter into any kind of dispute at a future date.

I hereby agreed to abide by all the terms and conditions of this tender and the rates quoted by me in this tender offer.

Signature of the tenderer
Designation
Seal.