



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

**BID DOCUMENT**

**E-TENDER for Rate List Contract - Cable Works (Copper & OFC) and Other Field Works of BSNL, Chennai Telephones, West Business Area -**

E-TENDER No. PGM (NWO-WEST) / Rate List Contract – Cable Works ( Copper &OFC ) and Other Field Works / 2020-21  
/Dated 03-4-2020

**DATE OF OPENING: 04-05-2020/14-00 HRS**

**O/o PGM (NWO-WEST)  
BSNL CHENNAI TELEPHONES  
1,GANGA NAGAR,KODAMBAKKAM  
Chennai-600024**

**TENDERING AUTHORITY DETAILS**

Tendering Authority	DGM KOD/KKN, BSNL, Chennai Telephones,1,Ganga Nagar, Kodambakkam,Chennai-600024
	044-24819000, 9445041399
Contact Person	SDE TECH, West
Telephone & Mobile	044-24832223,9444944900
E-Mail Id	<a href="mailto:admnwest2020@gmail.com">admnwest2020@gmail.com</a>

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**SECTION-A**  
**BHARAT SANCHAR NIGAM LIMITED**  
A Govt. of India Enterprise  
**CHENNAI TELEPHONES**

**NIT NO:** PGM (NWO-WEST) / Rate List Contract – Cable Works (Copper & OFC) and Other Field Works // 2020-21 /Dated 03<sup>rd</sup> April-2020

**DETAILED NOTICE INVITING TENDER**

Digitally Sealed Tenders are invited through E-Tendering Process on behalf of Principle General Manager (West), Chennai Telephones from interested parties for “**Rate List Contract - Cable Works (Copper & OFC) and Other Field Works of BSNL, Chennai Telephones, West Business Area.**”

Sl.No		
	Tender Document Availability	Download From <a href="http://www.chennai.bsnl.co.in">www.chennai.bsnl.co.in</a> . and <a href="http://www.tenderwizard.com/BSNL">http://www.tenderwizard.com/BSNL</a> from 18.00 Hrs on 03/04/2020.
	Cost of Bid document (Non-refundable) in Rs	Rs.2000/-+18%GST
	Area Of Operation	All Exchanges under DGM KOD/KKN, DGM KCM and DGM TVR Zones of West Business Area, of Chennai Telephones. Details in <b>Section – C-1,C-2,C-3</b>
	Technical Eligibility Conditions	One Year of Experience in Cable Works-Copper/OFC/Infra Mtce /Housekeeping Works. (OR) BSNL Franchisee Associated with BSNL for more than 5 years.
	Financial Eligibility	1) The Bidder must have Minimum Annual Turnover of <b>50 lakhs</b> during each of the last Two Financial Years (2017-18 and 2018-19) from Telecom Business. 2) For BSNL Franchise, with Total Turnover from Franchise Business with BSNL in (FY 2017-18) + (FY 2018-19) of <b>3 Crores.</b>
	Period of Contract	One Year
	Estimated cost of Work in Rs.	1.8 Crores
	Bid Security (EMD) in	4 Lakhs
	Last Date for Online Bid Document Submission	13 Hrs on 04/05/2020
	Date and time of Tender Opening	14 Hrs on 04/05/2020
	Place of Online Tender Opening	Conference Hall of PGM West BSNL, Chennai Telephones , No 1,Ganga Nagar,Kodambakkam,Chennai -24

2.1 **TENDER DOCUMENT-** Tender Document can be obtained by downloading from site [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) and also in e-Tender portal <http://www.tenderwizard.com/BSNL> from 03/04/2020 from 18.00 Hrs onwards for Starting Online Bid Submission from 04/04/2020 Onwards.

2.2. The Tender Document shall not be available for download from e-tender portal on its Submission / Closing Date

2.3. The Bidders downloading the Tender Document are required to submit the **Tender Fee** through **DD/ Banker's Cheque** Drawn from any Nationalized/ Scheduled Bank in favour of “**BSNL, Chennai Telephones**” and payable at Chennai..

2.4. The MSE Bidders Registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of Tender Fee. However, they shall furnish a proof regarding Registration with bodies under the Ministry of Micro, Small & Medium Enterprises Valid on the Date of Tender Opening. The Scope of Area of the above MSE Registered Bidders must be for Construction/ Maintenance of Underground Telecom Cables/Telecom Outdoor Network/BTS Maintenance GSM/Mobile BTS sites, Infra Mtce-Battery Sets, Power Plants, DG Sets, of Telecom Services etc.

2.5.MSE Bidders claiming exemptions from Tender Fee & EMD as per MSME guidelines must also register their UAM on CPPP and submit Proof in this Regard along with their Bid.

### 3. ELIGIBILITY CRITERIA :

The Bidder should meet following Eligibility Requirements:-

#### 3.1. Technical Qualification : -

The Bidder must have an Experience in Cable Works (**Copper & OFC**)/ **Infra Mtce/House Keeping** related with any Telecom Service Providers (Holding Service License) in the **Last Two Financial Years i.e. 2017-18, 2018-19.**

OR

**BSNL Franchisee** Associated with BSNL for More than **5 years**

(Bidders will be required to support claims of their required Experience, through Certificates issued by any Executive with at the Rank of Assistant General Manager, in case of PSUs( Public Sector Undertaking) or With Approval of Circle Head, in case of Private Telecom Service Providers.)

#### 3.2. Financial Qualification : -

The Bidder must have Minimum Annual Turnover of **50 lakhs** in Each of the Last Two **Financial years (2017-18 & 2018-19)** from Telecom Business.

OR

For BSNL Franchise, with Total Turnover from Franchise Business with BSNL in (FY 2017-18) + (FY 2018-19) of **3 Crores.**

(Bidders will be required to support claims of their Financial Qualification through their Audited Financial Statements duly Certified by their CA (Chartered Accountant).)

#### 3.3. General Qualification / Requirement :-

3.3.1. The Bidder must be an Indian Registered Company under Companies Act 1956/2013 or an LLP or a Firm registered under applicable Acts. The Bidders to Submit Registration & Incorporation particulars of the Firm/Company as Below:-

**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.

**Partnership** – Self Attested Copy of the Registration of the Firm issued by Registrar of Firms and Copy of Partnership Deed.

**Limited Company** - Self attested copy of Memorandum & Articles of Association and Certificate of Incorporation.

3.3.2. The Bidder must have a **Valid PAN & Valid Registration under GST Act.** If the bidder is not registered with GST Authority at the time of Bid Submission, then he shall have to submit GST Registration at the time of Award of Work/ LOI/Signing of Contract, if declared successful. In case of multiple GST Nos, all the numbers can be provided as Annexure

3.3.3. The Bidder must **Not be Black-Listed** for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.

A Self-Declaration along with the Evidence that the Bidder is “ Not Black Listed by GST Authorities” must be submitted.

In case the Contractor gets Black-Listed during the Tenure of BSNL Contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax Credit is borne by BSNL due to a Default of Contractor.

**Note 1:-**The Bidders shall submit necessary Documentary Proof showing that they meet the Eligibility criteria along with their Tender bid. All documents submitted will also be Self-attested by the Bidder.

**Note 2:-**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

In case of Partnership firms, the Tender has to be signed by all Partners or Power of Attorney Holder.

In case of Limited Company Director /Officer Authorized by Company or Power of Attorney Holder on behalf of the Company should sign.

**Note 3:-** Work Order(s) will be issued or Contract Agreement(s) will be signed only upon successful verification of the Eligibility Documents submitted in the Bid, with the Originals of the Eligibility Documents, which must be produced by Successful Bidder.

#### **4. Bid Security-EMD:-**

4.1. The Bidder shall furnish the Bid EMD of Rs.4 Lakhs in any one of the following ways

- a). Demand Draft / Banker's Cheque Drawn in favour of "**BSNL, Chennai Telephones**" and Payable at Chennai
- b). Bank Guarantee(s) from a Scheduled Bank in India, drawn in favour of "**BSNL, Chennai Telephones**" which should be Valid for **150** days (i.e. One Month above the Offer/Bid Validity Period) from the Tender Opening Date.
- c). The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender.

The Scope of Area of the above MSE Registered Bidders must be for Construction/ Maintenance of Underground Telecom Cables- Copper or OFC /Telecom Outdoor Network / Maintenance GSM- BTS Sites ,Infra Mtce- Battery Sets, Power Plants, DG Sets./ House Keeping

**4.2. Date & Time of Submission of Tender bids:** on or before **13.00 Hrs** of **04/05/2020 (Tender Closing Date)**.

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

**4.2.2. Opening of Tender Bids:**At **14:00 Hrs** of **04/05/2020**.

**4.2.3. Place of Opening of Tender Bids: Conference** Conference Hall of PGM West BSNL, Chennai Telephones , No 1,Ganga Nagar,Kodambakkam,Chennai -24

**4.2.4.** The Tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer **SECTION-G** of Tender document for further instructions.

**4.2.5.** Tender Bids received after Due Time & Date will not be accepted.

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

**TENDERING AUTHORITY, WEST BUSINESS AREA, BSNL, CHENNAI TELEPHONES** reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.

**4.2.7.**The bidder shall furnish a declaration, as per **ANNEXURE-A-2**, in his Tender Bid that No Addition / Deletion / Corrections have been made in the Terms & Conditions of the Downloaded Tender Document for which their Bid is being submitted and these are identical to the Tender Document appearing on the Website.

**4.2.8.**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.

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

**4.4.** All the Computer Generated Documents should be duly signed/ attested by the Bidder/ Bidder Organization.

**4.5.**The Queries in respect of this Bid Document, if any, can be submitted through Email latest by 19/042020.

## SECTION-B

### BRIEF ABOUT TENDER

#### 1. GENERAL WORKS

- 1.1. This Tender is for "Rate List Contract - Cable Works (Copper & OFC), and Other Field Works of BSNL, Chennai Telephones, West Business Area Covering both Urban and Rural Exchanges as in **Section-C-1,C-2,C-3**
- 1.2. External Plant Works – OFC and Copper Cable Network Maintenance – UG and Aerial / Rehabilitation / New Laying Works of Cables/ Pillars, DPs and FTTH Network.
- 1.3. Co-ordination with Other Digging Agencies –Protection of BSNL Cables and Attending Cable Faults
- 1.4. Customer Lines - Mainly Department Retail FTTH Lines and also for LL, BB wherever Required and not covered under any Other Tender
- 1.5. Transmission OFC Network- Fault Attending.
- 1.6. House Keeping Works- Cleaning of Premises including Supply of Required Cleaning Materials
- 1.7. Marketing Activities –Arranging Road Shows and Dr to Dr Canvassing for BSNL Products
- 1.8. Special Works –Infra Maintenance- E/A, Bty, PP ,AC and also
- 1.9. Special Works -Data Entry & Other Spl Works as Required and Ordered
- 1.10 General Works Like Technical Visit/Testing of Exchange/Txm Sites/ Pillars & DPs etc..

#### 2. FIELD MAINTENANCE TEAM:-(FMT)

- 2.1. The Basic Operation of this Tender is the Concept of **Field Maintenance Teams ( FMT)** consisting of Required Work Force Capable of doing all the Field Activities of Cable Networks (Copper & OFC ) and Other Field Works
- 2.2. The Team should consist of Skilled, Semi-Skilled, Assistance hard labour for Required Field Works
- 2.3. The FMT should have Sufficient Work Force with Required Vehicle-Four Wheeler / Two Wheeler for Mobility as Ordered.
- 2.4. The FMT should have Required Tools / Meters and Machines for Required Works of External Cable Network, Transmission OFC Network and Other Special Works.
- 2.5. The FMT must have Sufficient Work Force at Specific Locations as per requirement. Details of different Categories of FMT along with Operating Area, Requirement- Workforce, Tools & M/c are given in **SECTION- D**

#### 3. SCHEDULE OF RATES (SOR):-

The **Schedule of Rates** for various Items of Works is given in **SECTION-D**

The **SOR Consists of Three Parts-**

**SOR-A** - Work Points for - Work Indent-FMT – Type wise- Only For WI ( Work Indent )

**SOR-B** - Work Points for - Work Execution- Cable Works- For WM & WO ( Work Memo & Work Order )

**SOR-C** - Work Points for - Work Execution-Other Works- For WM & WO ( Work Memo & Work Order )

The SOR is presented in Terms of No of Weightage Points (At Basis Rates – Rs 10 /Per Point) for Various Category/Items of Works required to be Carried Out.

#### 4. WORK INDENT (WI):-

- 4.1. At the Beginning of the Each Month, **Work Indent- WI** will be Issued by the Unit Officer ( After Formal Approval by Competent Authority-DGM ) , indicating –Location wise Approximate No of Total FMTs of Various Types Required and Total Work Points (As Per SOR-A ) Indented for the Month.
- 4.2. The Contractor is Expected to make arrangement for FMTs, Minimum to this Extent. Additional FMTs wherever/whenever required by the Unit Officer, the Contractor is required to arrange for the same within the Time frame requested.
- 4.3. Each FMT when Ordered for Deployment will be Given Fixed Work Weightage Points/ per Deployment ( **As Per SOR-A** ) and is Expected to Execute a Minimum Work Points of Various Quantifiable Works with Indicated Work Points or on Adhoc Basis for Non-Quantifiable Works as per **SOR-B&C**.

#### 5. WORK MEMO (WM):-

- 5.1. As per the Day to Day Requirement in the Field , The Unit Officers will issue **Work Memo (WM)** on Daily Basis. . This will be Communicated to the Contractor through Oral/SMS/Mail etc.. and will be recorded in Database.
- 5.2. Each Work Memo will Contain Exchange/Work Location/ Work Nature/ Commencement Date/Completion Date. The Contractor is Expected to carryout the Individual Assigned works as per Work Memo and Report the Status/Completion of Work-Work Quantum/Work Points on Daily Basis and also Recorded in Database.
- 5.3. The Details of all Works Executed by Each FMT along with Work Points Carried Out as per SOR-B&C must be recorded in Physical and also in common Database.

6. **WORK ORDER:-**

Taking into Account the various Work Indent and Work Memos issued During the Month, The Formal Work Order (As per SOR B&C / Billing Category) will be issued by the Field Officers to the Contractor for the Month Attaching the Details of all the Work Indents and Work Memos Issued for the Month, indicating the Overall Works Ordered alongwith Work Points .( As Per SOR –B&C)

7. **WORK EXECUTION:-**

- 7.1. The Work Points Carried Out for various Items of Work During the Month will be Listed and Overall Work Points Carried Out as Per SOR-B & C , for the Month will be Arrived at.
- 7.2. As per the Satisfactory Execution/Performance of Works Executed (i.e) Commencement /Completion within the Time Ordered etc. / Quality of Performance and also taking into account the relevant Penalty Deductions etc **% Satisfied Work Completion ( %SWC)** will be assessed by Unit Officer.

8. **NETT WORK POINTS (NWP):-**

- 8.1. After Taking account aspects as above , The Nett Work Points will be calculated as per the Total Works Points Executed at % of Satisfied Work completion as decided and Passed by the Unit Officer concerned (Subject to Minimum 80% Passing )( i.e. Max Deduction Restricted to 20% Only )

**Nett Work Points = Total Work Points Executed X % of Satisfied Work Completion**  
**(% of Satisfaction = % of-No of Works Executed Satisfactorily /Total No of Works Ordered )**

- 8.2. Based on the **Nett Work Points ( NWP)** as above and Multiplied by **Per Point Rate** Quoted , the Final Bill Amount for the Month must be prepared /Submitted and will be processed for Payment by the Field.
- 8.3. The Bill must be submitted for Each Category of Work Separately –  
a) Cable Works, b). Other Works and as Instructed by Unit Officer.
- 8.4. All Bills must be submitted before 5<sup>th</sup> of every Month and The Unit Officer will Prepare Final Passing by 10<sup>th</sup> and must be sent to Area Office for clearance before 20<sup>th</sup> of Every Month and Processed for Payment.

**NOTE:**

- 1) This being a Rate Contract Tender, the Various Work Items listed in SOR will be Ordered by Field Officers Only as per the Field Requirement.
- 2) BSNL Reserves the Right to Add / Delete / Modify the Work Item / Work Points during the Period of Contract and it is fully binding the Contractor to Accept and Execute the Works at Assigned Work Points accordingly.



**SECTION-C-1  
SCOPE OF WORK**

AREA OF OPERATION		
DGM-ZONE-KOD		
DIVISION	EXCHANGE NAME	EXCHANGE CODE
KOD 1	GANDHINAGAR	CHNGDR
	KOYAMBEDU	CHNKOY
	MADURAVOYL	CHNMVL
	SALIGRAMAM	CHNSAL
	SEMBULIAMMANKOIL	CHNVAK
	VADAPALANI	CHNVDP
	VIRUGAMBAKKAM	CHNVIR
	VADAPALANI	CHNVPI
	WEST KK NAGAR	CHNWKK
KOD2	ARUMBAKKAM	CHNARU
	CHOLAIMEDU	CHNCMU
	KODAMBAKKAM	CHNKOD
	NELSON MANICKAM ROAD	CHNNMR

**SECTION-C-1  
SCOPE OF WORK**

AREA OF OPERATION		
DGM-ZONE-KKN		
DIVISION	EXCHANGE NAME	EXCHANGE CODE
KKN	JONES ROAD	CHNJRD
	KK NAGAR	CHNKKN
PORUR	KARAMBAKKAM	CHNKAR
	KUNDRATHUR	CHNKUN
	MOULIVAKKAM	CHNMLM
	PORUR	CHNPOR
	THIRUMUDIVAKKAM	CHNTHI
	VALASARAWAKKAM	CHNVAL

**SECTION-C-1**  
**SCOPE OF WORK**  
**AREA OF OPERATION**

**DGM-ZONE-KCM**

DIVISION	EXCHANGE NAME	EXCHANGE CODE
KCM	VALLARPURAM	CHNVAR
	AYYANGARKULAM	CHNAGK
	AYYAMPETTAI	CHNAYP
	BALUCHETTYCHATHIRM	CHNBTC
	CHINNA KANCHIPURAM	CHNCKM
	ENATHUR	CHNENA
	KANCHIPURAM COLLOCTRATE	CHNKCL
	KANCHIPURAM	CHNKCM
	MAGARAN	CHNMGR
	MANAMPATHY	CHNMNM
	OLI MOHAMMED PETTAI	CHNOMT
	PARANDUR	CHNPAR
	RAJAKULAM	CHNRJK
	SALAVAKKAM	CHNSLK
	THENNERI	CHNTNI
	UTHIRAMERUR	CHNUTR
	WALAJABAD	CHNWBJ
	CAPARO	CHNCAP
	DELPHI	CHNDEL
	EDAYARPAKKAM	CHNEDP
	MATHUR	CHNMTR
	MEVALARKUPPAM	CHNMVP
	NOKIA	CHNNOK
	PADAPPAI	CHNPDI
	SUNGUVARCHATHIRAM	CHNSNV
	SOMANGALAM	CHNSOM
	SRIPERUMPUDUR	CHNSPD
	SAINTGOBIAN	CHNSTG
	SV SUGAR	CHNSVS
	THANDALAM	CHNTHA
TVH SWAYAM	CHNTVH	

**SECTION-C-1  
SCOPE OF WORK**

AREA OF OPERATION		
DGM ZONE – TVR		
DIVISION	EXCHANGE NAME	EXCG CODE
TVR	GUNIPALAYAM	CHNGNM
	KADAMBTHUR	CHNKBT
	KANNIGAIPERU	CHNKGP
	KANNIKAPURAM	CHKNKP
	MEIYUR	CHNMYU
	PERAMBAKKAM	CHNPBK
	PULIYURKANDIGAI	CHNPKI
	PALAVAKKAM	CHNPLV
	PERUMAKPATTU	CHNPMP
	POONDI	CHNPOD
	PATTARAIPERMBUDUR	CHNPRP
	THIRUR	CHNTIU
	ULUNDAI	CHNULN
	UTHUKOTTAI	CHNUTK
	VELIYUR	CHNVEY
	EKADU	CHNEKD
	MANAVALAN NAGAR	CHNMVN
	THIRUVALLUR	CHNTRLR
TTN	ATHIMANCHERIPET	CHNAJP
	AMMAYARKUPPAM	CHNAMK
	ARUNGULAM	CHNARG
	GRT ENG COLLEGE	CHNBKR
	BHUIREDDYPALLI	CHNBRP
	ERUMBI	CHNEMI
	KG KANDIGAI	CHNKGK
	KANAGAMACHATHIRAM	CHNKKC
	MADDUR	CHNMAD
	MRF	CHNMRF
	NN KANDIGAI	CHNNNK
	PODATHURPET	CHNPDP
	PALLIPET	CHNPPT
	TIRUTANNI	CHNTTN
	THIRUVALANGADU	CHNTVG
VEDIYANGADU	CHNVDE	

## SECTION-C-2

### SCOPE OF WORK –BRIEF

1. The Contractor must take care of all Cable Works for Copper and OFC, involving Trenching, Cable Laying, and Building Wiring, Pillars & DP Works etc., relating to Maintenance, Rehabilitation and Development Works and also FTTH Network
2. Coordination with Other Digging Agencies and Taking Up Patrol Duty as preventive measure to ensure Safeguarding of BSNL Cables copper and OFC and its routes from Damages.- Both Spot Patrolling and Route Patrolling must be employed as required and also to Take Suitable Action on the Spot to attend to the Cable Faults in case of Damages Caused by Other Digging Agencies .
3. All Minor Cables Faults must be attended within Four Hours and All Major Cable Faults must be attended within a Day normally.
4. Laying of New UG Cables –Copper & OFC wherever Required /Ordered.
5. Arrange to Supply Items as per Required as Indicated in SOR
6. Sub Lines –Provision and Maintenance/ Fault Attending all Subside Lines , Subside Accessories, mainly for Retail FTTH and also for Others LL & BB wherever Required and not covered in any other Tender.
7. All Works Ordered -- Maintenance, Rehabilitation/ and Development works of External Plant in the field must be Taken up and Completed as per Date of Commencement /Completion as Indicated in the Work Memo/ Work Order issued by the Field Officers.
8. Contractor Must have Facility for Arranging - JCP, Power Hammer etc for Faster Operations and also for HDD Arrangement wherever Required.
9. All Works Carried Out by the Contractor along with Materials Received/ Utilized details must be Recorded in Works Register and must also be Intimated to the Concerned Unit Officer On Daily /Weekly Basis.
10. M-Book (Measurement Book) also shall be Maintained for all the Works wherever applicable.
11. All Miscellaneous Works like Jungle Cutting, De-Watering, Stores Handling etc. and also any Miscellaneous Internal & External Works involving Hard & Soft Nature must be taken up for execution by the Contractor as ordered.
- 12..Cleaning and House Keeping of Exchange and office Premises with the supply of required Cleaning Materials.
- 13..Taking up Marketing Activities- Roadshows & Door to Door Canvassing as Ordered to Promote and sale BSNL Products.
- 14..Must arrange for Marketing Materials – Umbrella, Pamphlets and Banners at Marketing Sites Contractor must Ensure Provision of Uniform – Simple over Coat as per BSNL Design for all Work Force.
- 15..Taking Care of Special Works - Operation and Maintenance of Infra-E/A , -Battery, Power Plant, Air conditioner and also Buildings /Premises Safety. Also any Special Works Relating to Data Entry etc wherever Required
- 16..Other Genl Works – Visiting /Testing - Exges/Sites /Pillars / Street DPs etc
- 17..Documentation – Cable Route & Pillar Diagrams and Collection of GPS Coordinates and Mapping
- 18.Submission of Weekly and Monthly Reports of all Activities Carried Out.
- 19..Cost of Storing, Packing and Transportation of Materials shall be borne by the bidder.
- 20..Material Used/ Provided by the Contractor for Maintenance and Provisioning shall become the property of BSNL.

## **2. ALLIED ACTIVITIES:**

### **2.1. Transportation of Materials:**

The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot at Vyasarpadi, Chennai. In some cases the materials may be available at Divisional / Sub-divisional store godown. The contractor shall be responsible for transporting the materials, to be supplied by BSNL or otherwise to execute the work under the contract, to the site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

### **2.2. Disposal of Empty cable drums:**

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

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

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

### **2.5. Supply of Materials:**

There are some materials required to be supplied by the contractor for execution of works under this contract like low count OFC, termination box, joint closure, pigtail, OFC patch cord, connectors, hard PVC water pipes, B-class GI pipes, Cement, Wire Mesh and Steel for protection, etc, besides using other consumables which do/don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

### **2.6. VALUE OF WORK:**

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

### **2.7. JURISDICTION OF CONTRACT:**

The jurisdiction of the contract shall be **Area specified in Section-C**. If any additional telephone exchange is planned, the same shall be included in the Chennai Telephones in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

## SECTION-C-3

### SCOPE OF WORK – DETAILED DESCRIPTION

#### 1. Spot Patrolling

The Contractor must have Full Coordination with Other Digging Agencies and arrange Required Work Force at the **Specified Spot** involving Other Agency Digging Activities such as widening and leveling of road, sewerage works, highway digging and construction, uprooting of trees or large maintenance work on highways, etc.

They should ensure protection and keep watch for the safety of BSNL Cables Copper & OFC network and also Attend the Cable Damages, If Any, on the Spot

#### 2. Route Patrolling:

Patrolling Team should patrol the designated Route To and Fro daily as per the Field Requirement. If the Patroller observes any work is being carried out in and around the BSNL Cable Route by any Contractor/ Individuals, he must take charge of the situation, Take Preventive Action immediately to Safe Guard BSNL Cables and inform the designated officer of BSNL and also arrange to Attend the Cable Damages, If Any , on the Spot

#### 3. Trenching / Pits :

**General Trenching** : The Contractor is expected to Take Trenching to required Depth/Width/Length , mainly for Fault Tracing to locate the damaged cables of Copper and OFC and arrange to Attend the Fault and also to Close the Trench in a Standard Specified way after Fault Attending

**Standard Trenching** : The Contractor must also take Trenches for New Cable Laying and Copper/OF Cables wherever required., Trench size of Top width – 45 cm, bottom width –30 cm for all types of cable UG/OFC, Depth 100 cms for UG cable & 165 Cms for OF Cable.Or As Ordered by Unit Officer

The Trenching Works include Trenching, Backfilling, Compacting, Levelling, Removing excess earth from the site, Watering Dewatering etc and also must Take care of Traffic Diversion, Arranging Night Signal & Caution Boards and Other Standard Measures to ensure Public Safety

#### **Special Trenching** :

Special Trenching for Laying of UG Copper / OFC Cables by HDD Method at a minimum depth of 1.70 Mtrs below the road surface is required where normal method of Trenching is not at all possible. The contractor should ensure the availability of sufficient machineries for the work.

#### 4. UG Copper /OFC Cable Laying:

Laying of UG Copper Cable.in the Trenches as indicated above following Standard Construction Practices.

#### 5. Supply & Laying of PIPES :-

Providing of Mechanical Protection by R.C.C. Full Round and Split Pipes/GI pipes and/or Concreting/Chambering according to Construction Specifications, wherever required. Full round RCC Pipes with collars, the clamps, sealing cement and other accessories required for sealing and coupling the Pipes and PP Rope will be supplied by the contractor. All Materials including Water for curing required for the work shall be arranged by the contractor. BSNL will supply only UG Cables

**6. Fixing of GI pipes/troughs** with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary. The GI Pipe and other accessories will be supplied by the contractor. Back filling and dressing of the excavated trenches according to construction specifications.

**7. Supply and laying of Rigid PVC** flexi hose pipes for Leading in OFC Laying wherever required.

**8. Supply & Construction of RCC Jointing Chamber** of standard Size as Instructed alongwith necessary RCC Rings and Joint /Route Indicators.

#### 9. Aerial Cable Laying

This involves Erection of Copper / OFC Cable of required length through Over Head Aerial arrangement , including Erection of Posts wherever Required.

#### 10. OF Cable Jointing:-

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

### **11. Copper Cable Jointing**

Jointing of Cables of all Sizes for Straight/ Branch Joints and End to End Testing, including of making Pit of Required Depth /Width and Back-Filling.

### **12. Pillar Works**

This Includes Setrighting Existing Pillars – Plinth / Shell Repairing , Painting, Modules –Replacement /Termination /Jumpering / Tag Details Updation/ Pillar Diagrams /Erection of New Pillars /Modules /Termination

#### **New Pillars Erection :**

Construction of Plinth and Erection of Pillars / Modules /Termination

BSNL will supply only Pillar shells. Other material including GI Plates, copper wire, Enamel paint, RCC material, water for curing, bolt nut etc. shall be arranged by the contractor. The rehabilitation of Existing Pillar shall be taken up as and when required. The rates include transportation, loading and unloading from stores to the site.

### **13. Termination of Cables in Newly Erected Pillars and MDF**

BSNL will supply only CT boxes for Pillars and Tag Block for MDF. The contractor shall arrange standard tools and equipment and consumables required for carrying out the work.

### **14. DP Works :-**

**Existing DPs-Setrighting** – Fixing / Module Replacement / Termination/ Tag Details-Updation

**New DP Erection** :Opening of Internal/External DPs, Fixing DP Box of all Sizes ,,

All DP Works Involve -Fixing Pipes as Required /Ordered , Drawing Tail Cable, Termination, DP Sign Writing including tail joint (for New DPs and Rehabilitation DPs). BSNL will supply only UG cable and DP box and post materials. All other materials such as clamp/accessories for erection are to be supplied by the contractor, including transportation of material to the desired site. Tag particulars shall be collected and updated regularly.

### **15. Customer Line Works:-**

New Customer line provision and Fault attending Mainly for Department Retail FTTH Lines with the supply of CPEs, Drop fiber, LJU etc.. and provision of LL& BB as Ordered by Field Officer and Not Covered by Any Other Tender.

### **16. Manhole Works:-**

Wherever OFC Laid for attending Faults requires jointing, at the locations where joints are constructed, it is necessary to dig out a pit of size 2.00 M (L) x 1.80 M (D) x 1.5 M (W) to house the joint enclosure. 2 Nos. of RCC Rings of size 0.9 M dia and 30 cm height shall be placed in Manhole. The Bottom of the ring shall be closed with a single RCC lid. The top of the rings shall be closed with two pieces of semicircular lids with handles for lifting. The rings shall be filled with clean sand and the pit shall be reinstated.

#### **17. Duct Manhole Works**

Identification of MH, Tar cutting/breaking/chipping concrete payment, removing entry frame, providing centring and shuttering, laying cement concrete ,1:2:4,Plastering with cement motor 1:3,painting 2 coats with AC black and refixing.

Opening of MH, Dewatering, Supply and fixing bell mouth PVC end cups) fixing extra bell mouth(bell mouth and end cap material cost)

Supply of outer frame for Manholes/ Handholes (Including materials, labour & Transportation) Material- Iron plate of size 150mmX150mmX6mm ,MS angle of size 1160mmX1160mm, Galvanizing, welding Painting Charges as per attached diagram and spec. Construction of Manhole slab(Material +Labour)

### **18. Documentation:-**

The necessary Documentation for all the OF and Copper Cable Route Diagram ,Pillar Diagram, Primary and Distribution Cable Diagram, OF Routes with Route indicators etc.Recording of offset measurements, location of Joints, Manholes and Permanent Land Marks, should be entered in L-14 (offset book) Book.

### **19. OTHER FIELD WORKS :-**

#### **House Keeping Works :**

House Keeping at assigned BSNL and BSNL hired Building Premises- Sweeping / Mopping of Indoor Premises.

Cleaning of all Toilets, Washbasins, Urinals and Maintenance of the office premises in and around Neat and Clean.

Cleaning of, Doors, Windows ,Tables, Chairs, Computers, and Other Items in the Premises Daily

Cleaning of Walls, Ceiling Terrace and Removing Cobwebs Fortnightly.

Maintenance of Garden, Regular Cleaning of Space around the Building and Cutting of Wild Bushes.

Cleaning of Exchange Equipment Battery, Power Plant, Engine Alternator, A/C units, Fire Extinguishers.



Cleaning of Sign Boards Inside and Outside the Building, Offices, Exchanges.  
Water Pumps Operations.  
Regular Cleaning of Office Open Space.  
Cleaning of Water Drums, Water Coolers, Water Jugs, Flasks ,Glasses –Daily.  
Cleaning of All Electrical Fittings – Fans, Lights, Switch Boards etc.,  
Any Other Work assigned by the In-charge, wherever / Whenever Necessary.

The Contractor is also bound to Supply the following Cleaning Materials as Required for the Building Premises / As Ordered by the Field Unit for the House Keeping Works :

Coconut Brooms  
Soft Brooms  
Mops  
Phynoyl  
Cleaning Acid  
Naphthalene Balls

#### **20. Marketing Works:-**

Contractor has to do Marketing activities as and when ordered by the Unit Officer at a location specified in the Work Memo on Day to Day Basis.

The Contractor has to make his Own Arrangement for Marketing Materials like Umbrella, Pamphlets, Banners, Fliers as per BSNL Standard and The Sample copy of Marketing Materials will be given by BSNL

#### **21. SPECIAL WORKS: INFRA-MTCE WORKS**

The contractor has to take care of Building Security-Restricting access to the site for un-authorized persons and opening & closing of gate as and when required.

The contractor has to take care first line Maintenance of Power plant, Battery/EA, AC units in BSNL exchanges.

Re-fuelling of diesel in DG sets and maintaining log book of diesel refuelling. (The contract for supply of diesel on site shall be separate and is not part of this contract)

Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.

Switching on and switching off of ACs.

Cleaning of power plant, DG battery, fire fighting equipment, other equipment at site.

Answering of telephone, noting of complaints and passing information immediately to specified competent authority.

Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from and to the site is to be allowed only with a written permission of Officer-in-charge.

Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message immediately.

Help in testing of fire alarm, fire fighting equipment etc. when desired by officer in charge

Running water pump (if any) as and when required.

Watering the plants (if any) as and when required.

Any other works that may be incidental and related to proper up keep of the telecom.

#### **22. OTHER SPECIAL WORKS - Data Entry and Other Special Field Requirement**

**23. GENERALWORKS:** Taking Up Visiting /Testing at Exges /Sites /Pillars & Street DPs as Ordered /Taking care of Assigned Actions / Record Observations and Submit Required Report to Unit Officers

**SECTION -- D**  
**SCHEDULE OF RATES**

**SECTION – D-1**

<b>SOR –A - SCHEDULE OF RATES-A-WORK POINTS-FOR WORK INDENT (WI).</b>				
<b>FMT-WEIGHTAGE POINTS- WORK INDENT ( WI)</b>				
<b>FMT-CATG</b>	<b>WORK AREA SPREAD</b>	<b>REQUIREMENT</b>	<b>Urban Point Rate /Deployment</b>	<b>Rural Point Rate / Deployment</b>
FMT-A-Cables-4W	For DGM Area - Approximately -20 Km Radius / 50 Km Stretch or As Assigned	MUV/ Jointers &Assistants/Meters /Splicing Machine/Tools	500	500
FMT-B-Cables-2W	For Division Area - Approximately -10 Km Radius / 20 Km Stretch or As Assigned	Two Wheeler /Jointers &Assistants /Meters /Splicing Machine/Tools	200	200
FMT-C-Cables	For Division Area - Approximately -5 Km Radius / 5 Km Stretch As Assigned	Work Force Skilled/Unskilled with Req'd Meters & Tools	150	150
FMT-D-Special	For Specific Location - or As Assigned	For OtherSpecial Works - With Min- Tools	70	50
FMT-E-General	For Specific Location - or As Assigned for Assistance	For Other General Works/As Assigned	20	20
Others	Additional Other Work Points as -Indented by the Unit Officer.			

## SECTION – D-1

SOR –B1 –Schedule Of Rate –B1 –Work Points- CABLE WORKS							
Sl. No.	Work Catg-Code	Work Category	Work Item	Item Code	UNIT	Urban Point Rate	Rural Point Rate
1	A	Patrolling	Spot Patrolling	A-0101	Per Deployment	70	60
			Route Patrolling	A-0102	Per Deployment	100	80
2	B	Trenching General	Ordinary soil	B-0201	Cu.Meter	30	25
			All other hard surfaces-Tar/cement etc.	B-0202	Cu.Meter	50	40
3	C	New Trenching Standard	Ordinary soil	C-0301	Meter	10	10
			All other hard surfaces-Tar/cement etc.	C-0302	Meter	30	25
4	D	Special Trenching	Thru HDD	D-0401	Meter	70	50
			By Hiring JCB	D-0402	Hour	70	50
			By Hiring - Jack Hammer	D-0403	Day	200	200

## SECTION – D-1

## SOR –B1 –Schedule Of Rate –B1 –Work Points- CABLE WORKS

Sl.No.	Work Catg-Code	Work Category	Work Item	Item Code	UNIT	Urban Point Rate	Rural Point Rate
5	E	Cable Laying	UG Cables- OF thru PLB	E-0501	Meter	1	1
			UG Cables- CU- Small	E-0502	Meter	1	1
			UG Cables- CU- Medium	E-0503	Meter	2	2
			UG Cables- CU- Higher	E-0504	Meter	6	6
			Aerial Cables- OF	E-0505	Meter	1	1
			Blowing of OFC	E-0506	Meter	1	1
			Pulling/Back pulling of OFC thru Duct(with Rodding)	E-0507	Meter	2	2
			Pulling/Back pulling of OFC thru Duct(without Rodding)	E-0508	Meter	1	1
			OFC Manhole Works	E-0509	Each	70	70
			Road Restoration works	E-0510	Cu M	200	200
			Laying and fixing of 65MM/45MM GI pipe on bridges and culverts with PLB pipes	E-0511	Meter	2	2

**SECTION – D-1**

<b>SOR –B1 –Schedule Of Rate –B1 –Work Points- CABLE WORKS</b>							
Sl. No.	Work Catg-Code	Work Category	Work Item	Item Code	UNIT	Urban Point Rate	Rural Point Rate
6	F	Jointing-OF Cables	4F/ 6F	F-0601	per joint	20	20
			12F/24F	F-0602	per joint	100	100
			48F/96F	F-0603	per joint	200	200
			144F	F-0604	per joint	400	400
			288F	F-0605	per joint	600	600
7	G	Jointing-Copper cables	Up to 20-Pr	G-0701	per joint	10	10
			50 Pr	G-0902	per joint	20	20
			100 Pr	G-0703	per joint	30	30
			200 Pr	G-0704	per joint	60	60
			400 Pr	G-0705	per joint	100	100
			800 Pr	G-0706	per joint	200	200
			1200 Pr	G-0707	per joint	400	400
8	H	Pillar Works	Plinth Construction	H-0801	Each	600	600
			New Pillar Shell Erection	H-0802	Each	50	50
			Existing Pillar Shell –Attending	H-0803	Each	200	200
			CT Box Fixing & Cable Termination	H-0804	Each -CT Box	30	30
			Tag Details & Jumpering for Pillar and DPs	H-0805	Each - Module & DP	2	2

**SECTION – D-1**

<b>SOR –B1 –Schedule Of Rate –B1 -WORK POINTS- CABLE WORKS</b>							
Sl. No	Work Catg-Code	Work Category	Work Item	Item Code	UNIT	Urban Point Rate	Rural Point Rate
9	I	DP Works	New DPs Erection/ Set Right Existing DP	I-0901	Each DP	10	10
10	J	Customer Line Works -	New Provision - BF	J-1001	Each Line	50	50
			New Provision - LL&BB	J-1002	Each Line	20	20
			Fault Attending	J-1003	Each Fault	10	20
11	K	Documentation	OF Routes	K-1101	per Route	100	100
			Copper Routes & Pillar Diagrams	K-1102	per Route	100	100

**SECTION – D-1**

<b>SOR –B2 –Schedule Of Rate -B2 -WORK POINTS- CABLE WORKS</b>							
Sl. Nos	Work Catg-Code	Work Category	Work Item	Item Code	UNIT	Urban Point Rate	Rural Point Rate
12	L	Supply & Erection Items	Supply & Laying of Pipes-RCC Full	L-1201	Meter	8	8
			Supply & Erection-Pipes-RCC split	L-1202	Meter	4	4
			Supply & Erection-Pipes – Std 5.5 Ft-GI	L-1203	Each	180	180
			Supply & Erection Rigid PVC Hose Pipes	L-1204	Meter	13	13
			Supply & Erection -RCC Chamber	L-1205	Each	250	250
			Providing - RCC Protection	L-1206	Meter	30	30
13	M	Duct Manhole Works	Raising of Manhole with single Entry	M-1302	Each	2000	2000
			Drawing a Extra cable from MH	M-1303	Each	400	400
			Manhole Slab	M-1304	Each	900	900



## SECTION-D-1

SOR-C – Schedule of Rate – Work Points – Other Works							
Sl. No.	Work Catg-Code	Work Category	Work Item	Item Code	UNIT	Urban Point Rate	Rural Point Rate
14	N	OTHER WORKS	House Keeping	N-1401	Per Slab of 10 Sq. Meter	15	14
			Marketing Activities (Adhoc)	N-1402	Per Deployment	100	100
			Other Special Works (Adhoc)	N-1403	Per Deployment	70	50
			Other General Works (Adhoc)	N-1404	Per Deployment	20	20

**SECTION-D-1**

**RATE OF EMPTY CABLE DRUMS**

These are the Rates of the empty Cable Drums which to be deducted from Contractor's Bills as per Terms and Conditions of the Tender Document.

<b>SI No</b>	<b>Size of drum</b>	<b>Rate of disposal in Rs.</b>
1.	1200 pairs and above	<b>650</b>
2.	800 pairs	<b>600</b>
3.	400 pairs	<b>450</b>
4.	200 pairs	<b>300</b>
5.	100 pairs	<b>200</b>
6.	50 pairs	<b>150</b>
7.	20 pairs	<b>125</b>
8.	10 pairs	<b>100</b>

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

## SECTION- D-2

SCHEDULE OF RATE-B1-WORK DESCRIPTION - For- CABLE WORKS					
Sl. No.	Work Catg Code	Work Category	Work Item	Item code	Work Description
1	A	Patrolling	Spot Patrolling	A-0101	Protection & saving of BSNL Cables from damages by other External agencies digging activities in and around a Specified Location.
			Route Patrolling	A-0102	Protection & saving of BSNL Cables from damages due to other External agencies digging activities by Patrolling Specified Route about 50Kms (To & fro) with Two wheeler ( Owned ) including Fuel Cost
2	B	Trenching General	Ordinary soil	B-0201	For Fault Tracing -Taking Trial Pits , Excavating Trenches to the required Depth/Distance and Backfilling the excavated trenches -As Per Standard Measures (1.65 Metres from ground level for OFC and 1 M for Copper & width of 0.45 metre at the top and 0.30 metre at the bottom) or as Ordered.
			All other hard surfaces-Tar/cement etc.	B-0202	As above
3	C	New Trenching Standard	Ordinary soil	C-0301	For New Laying -Taking Trial Pits , Excavating Trenches to the required Depth/Distance for New Laying and Backfilling the excavated trenches after Laying as Per Standard Measures for New Laying as Ordered (1.65 M and 1M for OFC from ground level & width of 0.45 metre at the top and 0.30 metre at the bottom) or as Ordered
			All other hard surfaces-Tar /cement etc.	C-0302	As above
4	D	Special Trenching	Thru HDD	D-0401	Using Horizontal Boring Method and inserting Required -65/40 dia. G.I Pipes/PLB Pipes manually.
			By Hiring JCB	D-0402	Hiring JCB Wherever Required ( Minimum of 3 hours)
			By Hiring - Jack Hammer	D-0403	Air compressor with jack hammer charges per day

**SECTION-D-2**

**SCHEDULE OF RATE-B1-WORK DESCRIPTION - For- CABLE WORKS**

Sl. No.	Work Catg Code	Work Category	Work Item	Work Item	Work Description
5	E	Cable Laying	UG Cables- OFC Through PLB	E-0501	Laying of PLB Pipe, Drawing Nylon Rope, Pulling OF-UG Cable of all size, Sealing of PLB Pipes by Rubber Bushes. Including Transportation.
			UG Cables- CU- Small	E-0502	Laying of Cables ( Upto 20 Pr )
			UG Cables- CU- Medium	E-0503	Laying of Cables ( 50 Pr -200 Pr )
			UG Cables- CU- Higher	E-0504	Laying of Cables ( 400 Pr - 1200 Pr )
			Aerial Cables- OFC	E-0505	Construction of OFC alignment on erected poles/ Existing telecom post / Lamp post with binding at every 1m to the 100 lbs G.I wire ( To Supply) including Fixing of tags overhead aerial OF cable inclusive of making, laminating, printing and labour for fixing the tag at the distance every 25m length labour tag cost
			Blowing of OFC	E-0506	Blowing of OFC thru PLB pipes laid in duct or thru HDD+ Hiring the machine per day
			Pulling/Back pulling of OFC thru Duct (with Rodding)	E-0507	Duct manhole opening ,Hiring jet rodding machine and clearing Of DUCT from MH to MH for pulling all type/Size of OFC
			Pulling/Back pulling of OFC thru Duct(without Rodding)	E-0508	Duct manhole opening ,clearing Of DUCT from MH to MH for pulling all type/Size of OFC
			OFC Manhole Works	E-0509	Charges for opening manhole covers, picking up OFC coils/splicing kits and closing the manhole after splicing is completed, including the supply of clamps and fixing kits to the inner wall of the man hole
			Laying and fixing of 65MM/45MM GI pipe on bridges and culverts with PLB pipes	E-0510	laying of GI pipe and inserting PLB pipe inside GI and fixing of the kerb wall of the bridges with clamps and 1M interval
Road Restoration works	E-0511	Purchase of Cement, Sand and Gravel and labour for RCC work			

**SECTION-D-2**

<b>SCHEDULE OF RATE-B1-WORK DESCRIPTION - For- CABLE WORKS</b>					
Sl. No.	Work Catg Code	Work Category	Work Item	Item Code	Work Description
6	F	Jointing-OF Cables	4F/ 6F	F-0601	Splicing/Jointing of OF cable after preparing and cleaning the OF cables with splice loss at the joint should be less than 0.01db.
			12F/24F	F-0602	As above
			48F/96F	F-0603	As above
			144F	F-0604	As above
			288F	F-0605	As above
7	G	Jointing-Copper cables	Up to 20-Pr	G-0701	Straight, Branch Joint including taking pit for joints, jointing cables, testing pairs end to end, joint closing & pit closing jointing kit supplied by BSNL
			50 Pr	G-0902	As above
			100 Pr	G-0703	As above
			200 Pr	G-0704	As above
			400 Pr	G-0705	As above
			800 Pr	G-0706	As above
			1200 Pr	G-0707	As above
8	H	Pillar Works	Plinth Construction	H-0801	Construction of Plinth for Pillars of all sizes
			New Pillar Shell Erection	H-0802	Fixing of Pillar cells including collection and transportation of Pillar cells from Divisional stores
			Existing Pillar Shell –Attending	H-0803	Attending to Shell works- Provisioning of Earth, Welding of doors, center beam, backside sheet, door keels, Fixing -Door Hinges, Rings including Painting and Sign Writing
			CT Box Fixing & Cable Termination	H-0804	Termination of Cables in newly erected Pillars and MDF of UG Cable in CT-Box at MDF /Pillar, Jumpering, Number Out, etc..
			Tags & Jumpering	H-0805	Testing /Jumpering/ Tag Details /Updating Cable Pairs in CT-Box / DPs for Each Module ( Upto10 Lines)

**SECTION-D-2**

<b>SCHEDULE OF RATE-B1-WORK DESCRIPTION - For- CABLE WORKS</b>					
Sl. No.	Work Catg Code	Work Category	Work Item	Item Code	Work Description
9	I	DP Works	New DPs Erection/ St Rt Existing	I-0901	DP Fixing including Tail Joint, Module Termination and Sign Writing and Tag Details Updation
10	J	Customer Line Works -	New Line Provision -BF	J-1001	Provision of New line mainly BF with the supply and Drop fibre, Pigtail, Termination box drop fiber, ONT / Modem Installation and Configuration, BF -BB & voice provisioning, testing at Customer Premises including documentation and provision of LL and BB if required and not covered in any other tender.
			New Line Provision LL &BB	J-1002	For LL& BB wherever Reqd - Erection of Sub Lead from DP to Sub Premises and Termination, Testing and Provision
			Fault Attending	J-1003	Attending to fault including replacement if required - Drop fibre/ Drop wire, Pigtail, Kit, ONT/ Modem Configuration/ UPS at Customer Premises. ONT and UPS will be supplied by BSNL for the existing lines.
11	K	Documentation	OF Routes	K-1101	Documentation ( Six copies of documents for each route/section ) with one soft copy.
			Cu Routes & Pillar Diagrams	K-1102	Documentation of Cable Routes and Pillar Termination Details and Pillar to DP cable diagram

**SECTION-D-2**

<b>SCHEDULE OF RATE-B2-WORK DESCRIPTION - For- CABLE WORKS</b>					
Sl. No.	Work Catg Code	Work Category	Work Item	Item Code	Work Description
12	L	Supply & Erection Items	Supply & Laying of Pipes-RCC Full	L-1201	Supply & Laying of full round RCC pipes Std length of 2.5 Mtr and collars of 100 mm dia at site (inclusive of all taxes and other charges)
			Supply & Erection-Pipes-RCC split	L-1202	Supply of RCC split pipes @ sites and laying in trenches for protection to PLB pipes (inclusive of all taxes and other charges)
			Supply & Erection of GI Pipes	L-1203	Supply & Laying /Erection of GI pipe wherever Required including drawing of Cables
			Supply & Erection Rigid PVC Hose Pipes	L-1204	Leading in of OF Cable from Exchange man hole to Transmission Room by supplying and providing rigid PVC Pipes/PVC hoses on existing supports
			Supply & Erection -RCC Chamber	L-1205	Digging of pit for jointing chamber, supply and fixing of precast RCC chamber with clean quarry dust, placing of Pre-cast RCC slabs on RCC chamber and back filling of Joint pit.
			Providing - RCC Protection	L-1206	Providing RCC Protection at site to PLB or G.I Pipes Cement with 1:2:4 Cement Concrete with Weld mesh reinforcement of 10 SWG at 7.5cm x 5 cm C/C in both directions
13	M	Duct Manhole Works	Raising of Manhole with single Entry	M-1302	Identification of MH, Tar cutting/breaking/chipping concrete payment, removing entry frame, providing centring and shuttering, laying cement concrete ,1:2:4,Plastering with cement motor 1:3,painting 2 coats with AC black and refixing
			Drawing a Extra cable from MH	M-1303	Opening of MH, Dewatering, Supply and fixing bell mouth PVC end cups) fixing extra bell mouth(bell mouth and end cap material cost)
			Manhole Slab	M-1304	Supply of outer frame for manholes/ handholes (Including materials, labour & Transportation)- Material- Iron plate of size 150mmX150mmX6mm ,MS angle of size 1160mmX1160mm, Galvanizing, welding Painting Charges as per attached diagram and spec. Construction of Manhole slab(material +labour)

**SECTION-D-2**

<b>SCHEDULE OF RATE-C-WORK DESCRIPTION - For- OTHER WORKS</b>					
Sl. No.	Work Catg Code	Work Category	Work Item	Item Code	Work Description
14	N	Other Works	House Keeping	N-1401	Cleaning of BSNL and BSNL hired Building premises with the supply of Material+ Other Works
			Marketing Activities (Adhoc)	N-1402	Taking up marketing Activities to promote and sell BSNL Products. The Marketing Materials ( Like Umbrella, Pamphlets, Fliers, etc ...) has to be arranged by the Contractor as per BSNL Standard
			Other Special Works(Adhoc)	N-1403	Taking Care Exch Infra Like E/A, AC, Bty & PP/ Data Entry Like Order Generation, New Line/Fault Closing in Commercial System/Dialing
			Other General Works (Adhoc)	N-1404	Technical Visits BSNL Exch-Sites/Pillars / Testing/As Assigned



## SECTION-E

### **IMPORTANT CONDITIONS & REQUIREMENTS**

1. This Tender is for Rate List Contract for Required Field Activities and Unit Officers will Order Works only for Required Items of Work as per the Field necessity and it is Not Binding BSNL to Order all the Works as Indicated in the **SOR**.
2. BSNL Reserves the Right to Add / Delete / Modify the Work Item / Work Point etc in the SOR ,during the Period of Contract and it is fully binding the Contractor to Accept and Execute the Works at Assigned Work Points accordingly
3. The Area of Operation of Tender will be mostly restricted to as Indicated in **Section - C-1**,
4. But In case of Necessity, the Contractor is Expected to Execute the Tender Works at Other Zones also within the Jurisdiction of Chennai Telephones as Ordered.
5. For Each DGM Zone / Division One Contractor-In Charge must be Nominated as Nodal Person to Co-ordinate with Field Unit and the also to Supervise, Record ,Monitor and Report the Daily Field Activities of FMTs of the Contractor.
6. The Contractor must have a panel of Required No of Skilled / Assistance Persons under him for smooth flow of works and to Commence and Complete the same within the stipulated time in the Area/Locations Assigned. The Contractor must deploy sufficient Cable Party in the assigned Area of Operation for taking up all Cable Works and Mainly for Fault Attending as required by Field for Fault Free Maintenance and Prompt Service
7. Additional Cable Parties must also be deployed whenever required to Ensure Immediate Attending of Cable Faults and also to complete all Assigned Works within the Ordered Date.
8. The Contractor must provide all Basic Tools (Insulated) and Accessories of Standard Quality in Good Condition to his Workmen including Proper Protective Devices for Safety of Workmen.
9. The Contractor, While Work Execution must also take care of Traffic Diversion, Arranging Night Signal & Caution Boards etc and also all Other Standard Statutory Measures to ensure Public Safety.
10. Cables, Jointing kits and Pipes (Certain Types) will be supplied by BSNL.
11. **FMT shall consist of following Logistics :-**
  - Suitable vehicle/ vehicles with BSNL's Logo and Advertisement should be displayed in every vehicle.
  - Driver with Valid Driving License / Supervisor / Splicing Engineer for Copper & OFC
  - Adequate Laborers for Trenching, Laying, Preparation of Joint Pits, Closing and Reinstatement.
12. The Contractor must have arrangement for JCB/Power Hammer/others etc.. and also for carrying out HDD operation.
13. After Completion of Works the Contractor will submit the Bills in Triplicate with Advance Stamped Receipt to the Unit Officer for processing for Payment. Necessary deduction of Income Tax, Surcharge, and any other tax levied by the State/Central Government as amended from time to time will be made in the bill
14. Must Ensure Provision of Uniform / Simple Over Coat etc as per BSNL Design for all Work Force
15. Must Arrange for Marketing Materials – Umbrella, Pamphlets and Banners at Marketing Sites.

**16. LIST OF EQUIPMENT:**

The Following Items and Equipments shall be Arranged by the Contractor at his Own Cost per FMT.

<b><u>TOOLS &amp; ITEMS</u></b>
Masonry Tool Kit
Helmets, Gloves, Safety Shoes, Gum Boots
Spades, Shovels, Pick-axe, Crow-bar etc.
Emergency lights/Torch/Night lamps for splicing work at night
1 KVA DG set (Portable)
Digital Camera (with date and stamp facility)
Small Canvas Tent
Measuring tape – 5m/ 10m,
Display boards, Barricading tape, night warning lamps etc. During cable works.
Any other items other than those listed above, if required for execution of the work should be arranged by the Contractor.

**17. TESTING EQUIPMENT & METERS**

Cable Fault Locator for Copper Cables
OTDR
Power Meter
Power source
Splicing Machine
Optical Fiber Tool Kit (including Sheath Cutter, Striper, Cleaver, Ceramic Scissors etc.
Rodo meter
GPS Tool

- 18.** The Contractor must take care of all Statutory Obligations in connection with the Labour Force employed by the Contractor like Minimum Wages and all Other Labour Laws etc, as applicable from time to time and must ensure that they are fully complied by the Contractor in all respects.

Since it is only a Rate Contract, BSNL shall not be party to any dispute which involves any legal or any other issues arising out of laborers engaged by the Contractor.

An Undertaking in this regard must be submitted by the Contractor along with the Bid.

- 19.** The Successful Tenderer will be engaged Only as **WORK CONTRACTOR.**, purely On Work Contract based on the principles of "Law of Contract".

This Award of Work Contract does not confer any Right to Appointment in BSN Later .

- 20.** The contractor should ensure that all workmen involved should be covered by appropriate insurance scheme. In case any workman supplied by the Tenderer suffers Injury/Damage or Meets with an Accident during the Performing of Works ordered , the Entire Cost of Compensation should be borne by the Tenderer and BSNL Chennai Telephones will stand Indemnified against any Claims/Damage/Compensation. The Sole Responsibility for any Legal or Financial Implications against such Claims would vest with the Tenderer Only. BSNL shall have No Liability Whatsoever.

- 21.** The contractor shall not Engage any Person below 18 years of Age.  
Any Violation of Labour Laws will be Lead to Termination of Contract and Debarring

## SECTION-F

### GENERAL INSTRUCTIONS 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

Additional General Manager

Deputy General Manager

Asst. General Manager

Sub Divisional Engineer

Junior Telecom Officer

Chief Accounts Officer

Sr. Accounts Officer

Accounts Officer

Junior Accounts Officer

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

a). Sr. General Manager/General Manager means all Area Sr.GM/GMs of Chennai Telephones and their successors.

b). Additional General Manager/Deputy General Manager means all Addl.GMs/DGMs of Chennai Telephones District and their successors.

c).Assistant General Manager/Divisional Engineer means all AGM/DEs External/Construction of Chennai Telephones District in-charge of laying, rehabilitation and maintenance of cable works and their successors.

d). Jurisdiction means present Telecom Network serving area by Chennai Telephones and expansions of Telecom Network in future.

e). Site Engineer: Site Engineer shall mean SDE of BSNL who may be placed by the AGM/Divisional Engineer as in-charge of the work at site at any particular period of time.

f). A/T Unit: A/T Unit shall mean Acceptance and testing unit of BSNL.

g). A/T Officer: An officer authorized by BSNL to conduct A/T.

**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 Sr.GM (S)/GM(S), BSNL-CHENNAI TELEPHONES and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

**Contractor** : The Contractor shall mean the individual, firm or company, undertaking the works and shall include the legal heirs of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

**Work :** The expression “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

**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.

**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.

**Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.

**Extension of time:** Extension of Time means the time granted by the Addl.GM/DGM concerned to complete the work beyond the normal time or stipulated time.

**Date of Commencement of work:** Date of Commencement of Work means the date of actual commencement of work or 7<sup>th</sup> day from the date of issue of work order, whichever is earlier.

**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.

**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.

**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. TENDER INFORMATION:-

**Type of Tender:-** Single Stage bidding using Two Electronic Envelopes system

**Note1:-** The bidder shall submit Techno-commercial & Financial bid simultaneously.

**Note2:-** The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

3. **Bid Validity Period / validity of Bid offer:** 120 days from the date of tender opening and can be extended

4. **Bid Document :** - The Bid Document Mainly consists of Two Parts Techno-Commercial and Financial Part

4.1. **The Techno-Commercial Part Includes Mandatory/Eligibility-Technical/Financial/Essential Documents and Other Certificates.**

### **Mandatory Documents (Online):-**

- a) Copy of EMD- As stated In Section-A or Exemption Certificate.
- b) Proof for the Payment of Tender Fee or Exemption Certificate.
- c) Certificate for Company Registered/incorporated in India under the Companies Act, 1968/2013.
- d) Proof for Proprietorship/Partnership Firm as Indicated in **Section-A**.
- e) MSME Certificate.
- g) Proof for the Association with BSNL as a Franchisee for 5 Years.
- h) Annual Turn Over Certificate as Stated in Section-A
- i) Self Declaration and Certificate(s) for Technical Experience as per the Eligibility Criteria(s) Stated in **SECTION-A**.
- j) EO/ Bid form duly filled & signed.
- k) Near-Relation Certificate duly filled & signed.
- l) Self-Declaration along with the evidence that Bidder is Not Black listed by GST Authorities.
- m) Audited Annual Report and /or a Certificate from its Bankers to assess its Solvency/Financial Capability.
- n) Declaration under the Digital Signature that No additions/Deletions/Corrections have been made in the downloaded e-Tender Document being submitted and it is identical to the e-Tender Document appearing on e-Tender portal.

#### **Other Essential Documents:-**

- a). Power of Attorney & Authorization for executing the Power of Attorney in accordance with clause **12 of Section-D**.
  - b). Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be
  - c). List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
  - d). Digitally signed copy of EOI documents (107 Pages), Corrigendum and Addendums for having read it & accepted it
- 
- p) Clause by clause compliance as per clause **27 of Section-H**
  - q) Bidder's Profile -Duly Filled & Signed.
  - s) Undertaking & declaration duly filled & signed
  - u) Audited Annual Report and /or a Certificate from its Bankers to assess its Solvency/Financial Capability.

#### **4.2 BID FORM:**

A BID Form and Price Schedule completed in accordance with **Section - M-1 AND M-2**

**Note:** In case of e-tendering, in case the bidder is unable to upload any of the documents listed above, he may submit the same physically. However EMD & Cost of Tender Document will be submitted in Original in Physical Form.

#### **4.3 Physical Submission- (Off Line )**

In case of e-tendering, the following documents are required to be submitted offline (i.e. Offline submissions) to the Office of the Tendering Authority as Specified in **Section-A DNIT** on or before the Date & Time of submission of Bids in a Sealed Envelope. The envelope shall bear the Tender No, Name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

#### **Physical Submission- ( Off Line )**

- a). EMD – Bid Security (Original )
- b). DD/ Banker's Cheque of Tender fee (Original ).
- c). Proof for EMD and Tender Fee Exemption.
- d).Power of Attorney in accordance with **Clause 16 of this Section** and Authorization for executing the Power of Attorney.

In Addition, The Signed Copy of Entire Tender Document along with Certificates and Attachments to be Submitted Physically at the Office of Tendering Authority.

#### **5. Payment terms**

As detailed in **clause 11 of Section-I** of the Tender document.

#### **6. ELIGIBILITY OF BIDDERS**

Kindly Refer to **DNIT Section-A, - Clause 3 & 4**

#### **7. COST OF BIDDING**

The Bidder shall Bear All Costs associated with the Preparation and Submission of the Bid. The BSNL will, in no case, be responsible or liable for these costs, regardless of the Conduct or Outcome of the Bidding Process.

#### **8. DOCUMENTS REQUIRED**

8.1. Bidding Procedures and Contract Terms & Conditions are prescribed in the Tender Bid Document and The contents of the **Bid documents are specified in Section –A and Section-F Clause-4 and also the Overall Check List in Section-K**

8.2. The Bidder is expected to examine all Instructions, Forms, Terms & Conditions and Specifications in the Bid Documents and also the 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.

#### **9. CLARIFICATION OF BID DOCUMENTS**

9.1.A Prospective Bidder, requiring any clarification on the Bid Documents shall submit his Queries through e-Tender Portal and also notify the purchaser in writing or by FAX to the Tendering Authority mailing address indicated in the Invitation of Bid. The Tendering Authority shall respond in writing to any request for the clarification of the Bid Documents, which it receives 15 Days prior to the Date of Opening of the Tenders. Copies of the Query (without identifying the source) and clarifications by the Tendering Authority shall be uploaded as clarification to the concerned Tenderer on <https://www.tenderwizard.com/BSNL>,

as addenda, for all the Prospective Bidders who have downloaded the official copy of Tender Documents from <https://www.tenderwizard.com/BSNL> portal.

9.2. Any clarification issued by BSNL in response to Query raised by Prospective Bidders shall form an Integral Part of Bid Document and it shall amount to an Amendment of relevant clauses of the Bid document.

9.3. The format in which the clarifications are to be sent via E-mail or FAX is

Sl. No	Section	Clause	Brief description of the clause	Page No. in Bid	Comments of Bidder

## 10. AMENDMENT OF BID DOCUMENTS

10.1. The Tendering Authority 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 <https://www.tenderwizard.com/BSNL> Website. It is the responsibility of the Vendors who download the Tender Document to note these Amendments and submit Tenders accordingly.

10.2. 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 Tendering Authority and these Amendments will be binding on them.

10.3. In order to afford prospective Bidders a reasonable time (min 7 days) to take the Amendment into account in preparing their Bids, the Tendering Authority may, at its discretion, extend the Deadline for the submission of Bids suitably.

10.4. Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the <https://www.tenderwizard.com/BSNL> Portal and Original Documents Attested/Authorized are to be submitted to Offline in a O/o Tendering Authority in a Sealed Cover.

## 11. DOCUMENTS COMPRISING THE BID

The Bid prepared by the Bidder shall Ensure Availability of the following Components:-

Bid Security furnished in accordance with Section- A

Techno Commercial Bid Documents as Indicated in – Section F – Clause- 4

A Bid Form and Price Schedule completed in accordance with this Section - **Clause 12** .

## 12. BID FORM

The Bidder must go through the Details of Various Works Indicated in this Tender - Scope Of Work/Technical Requirement in **Section-A** along with **Schedule Of Rate (SOR)** for Various Items of Works with Weightage Points furnished in **Section-D** in the Tender Document..

For Each Item of Work “**Weightage Points**” are allotted as indicated in **Section –D - SOR A,B, and C..**

The Bidder is Expected to Quote “**Rate per Point**” in the **Financial BID** as per the proforma given in **Section M-2** as against the assumed **Basic Rate of Rs.10 Per Point**.

The Per Point Rate to be Quoted in Rupees Both in Figures/Words. If any Difference Quoted in Figure / Words, the Rate Quoted in Words will be taken as The Offered Rate and Evaluated Accordingly.

Rate Quoted is Inclusive of all Transportation / Handling Charges for Materials from Stores to Work Spot.

The abnormally High Quoted Rate is liable for Full rejection by the Financial Evaluation Committee.

Rate Quoted anywhere else in the Tender Document shall not be considered.

The Price Quoted by the Bidder shall remain fixed during the Entire Period of Contract and shall not be subjected to variation on any account.

A Bid submitted with an adjustable Price Quotation will be Treated as Non-Responsive and Rejected.

## 13. BID SECURITY / EMD

13.1. The Bidder shall furnish, as part of his bid, a **Bid Security (EMD)** as stipulated in **Section – A** No Interest shall be paid by BSNL on the Bid Security for any period, whatsoever

13.2. 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 **Clause 13.5**.

13.3. A Bid Not Secured in accordance with clause 13.1 & 13.2 shall be rejected by the Tendering Authority being Non-Responsive at the Bid Opening Stage itself and will be archived Unopened on e-tender portal for e-tenders.

13.4. The Bid Security of the Un-Successful Bidder will be Discharged / Returned as promptly as possible and within 30 days of finalization of the Tender or Expiry of the Bid Validity Period prescribed by the purchaser pursuant to **Clause 14**.

13.5. The Bid Security may be forfeited:

- a) If the Bidder Withdraws or Amends his Bid or Impairs or derogates from the Bid in any respect during the Period of Bid Validity Specified in the Bid Form or Extended Subsequently; or
- b) If the Bidder does not accept the APO/ AWO and/ or Does Not Submit PBG
- c) In Case of a Successful Bidder, if the Bidder fails to Sign the Contract/ Agreement in accordance with **Clause 30**. Or To Furnish Material Security in accordance with **Clause.5 of Section- J**

#### 14. PERIOD OF VALIDITY OF BIDS

- a) Bid shall remain Valid for Period of 150 Days only from ----- . A Bid indicating Validity for a Shorter Period shall be Rejected by the Purchaser being Non-Responsive.
- b) 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 11 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.

#### 15. FORMAT AND SIGNING OF BID

- a). The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- b). 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.

#### 16. Power of Attorney

- a). The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b). The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- c). In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d). 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.

#### 17. SEALING AND MARKING OF BIDS

##### 17.1.ON-LINE :-

The Bid should be Submitted as per **Section - Clause-3**

This Tender Follows - **Single Stage Bidding & Two Envelope System**.

The Bid should be submitted **On-Line** Using Two Envelope Method.

**The First Envelope** will be Named as **Techno-Commercial BID and** will contain Documents as Stated in **Section-F**

Mandatory - EMD, Tender Fee, or Exemption Certificates,

Eligibility Documents-Technical and Financial

Other Essential Documents / Certificates and Declarations

**The Second Envelope** will be Named as **Financial Bid** containing BID Form/Price Schedule as per **Section-M-2**

**ON-LINE Bid Sealing** is done Electronically by Encrypting each Bid Part with a Symmetric Pass Phrase, if applicable , in the Portal, by the Bidder himself. Please Refer **Section-G** for further instructions.

## **17.2 OFF-LINE:**

Both the Envelopes should be Wax Sealed separately and further kept in a **Single Main Envelope** under the Personal Seal of the Bidder.

- a) The Envelopes shall be addressed to the Tendering Authority as given in **Section A**
- b) The Envelopes shall bear the name of the Tender, the Tender No and the Words “DO NOT OPEN BEFORE” (Due Date & Time).
- 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 Un-Opened in case it is declared to be received 'Late'.
- d) Tender should be deposited Only in the Tender box provided by Tendering Authority or Sent by Registered Post or Delivered in person at the Address ( **As in Section-A** ) . 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 at the Venue as stated in **DNIT-Section -A**.
- f) The Tendering Authority shall Not be Responsible if the Bids are delivered Elsewhere or Beyond Time.
- g) If Both the Envelopes are Not Sealed and Marked as required **at para 17.1 and 17.2**, the Bid shall be Rejected.

## **18. SUBMISSION OF BIDS**

Bids must be submitted On or Before the Specified Date / Time / Venue indicated in **DNIT-Section-A**.

The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with **Section- A**, in which case all Rights and Obligations of the Tendering Authority and Bidders, previously subject to the Deadline will thereafter be subjected to the Extended Deadline.

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.

## **19. LATE BIDS**

No Bid shall be accepted Online by E-Tender after the specified Deadline for submission of Bids prescribed by the Purchaser.

## **20. MODIFICATION AND WITHDRAWAL OF BIDS**

The Bidder may Modify, Revise or Withdraw his Bid Offer Submission prior to Deadline prescribed for Submission of Bid.

The Bidder's Modification, Revision or Withdrawal shall have to be On-Line and Digitally Authenticated.

Subject to **clause 18 of this section**, No Bid shall be Modified subsequent to the Deadline for Submission of Bids.

## **21. OPENING OF BIDS BY PURCHASER**

The Tendering Authority shall Open Bids **On-Line**, in the presence of the Authorized Representatives of Bidders On-Line Who Chose to attend, at time & date specified in **D NIT (Section-A)** 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 enclosed in **Annexure-A-1**).

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

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.



## 22. CLARIFICATION OF BIDS

22.1. To assist in the examination, evaluation and comparison of bids, the Tendering Authority 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.

22.2. 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 out rightly rejected without entertaining further correspondence in this regard.

## 23. PRELIMINARY EVALUATION

23.1. The Tendering Authority 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.

23.2. 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, the bid shall be rejected.

23.3. Prior to the detailed evaluation pursuant to clause 20, The Tendering Authority will determine the substantial responsiveness of each bid to the Bid Document.

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

23.4. 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.

23.5. The Tendering Authority 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.

## 24. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

24.1. The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 23**.

24.2. Tendering Authority shall evaluate in detail and compare the Bids previously determined to be substantially responsive pursuant to **Clause-23**. The Tender will be evaluated with reference to of all items given in the Financial Bid.

24.3. 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.

## 25. CONTACTING THE PURCHASER

25.1. **Subject to Clause 23**, 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.

25.2. 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.

## 26. PLACEMENT OF ORDER (AWARD OF CONTRACT)

**26.1. Tendering Authority** shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.

26.2. 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 **Six months** on same terms & conditions but subject to observation of limit in Clause 24. While extending the tender period, Security Deposit in the form of Performance Guarantee is to be furnished by the contractor to commensurate with the period and value of the extension.

## 27. PURCHASER'S RIGHT TO VARY QUANTITIES

(a). BSNL reserves the right to increase or decrease up to 25 % of the quantity of 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.

(b). BSNL also reserves the right for placement of additional order or up to 25% of the additional quantities of services contained in this running tender/contract within a period specified in the award of contract at the same rate or a rate negotiated (downwardly) with the existing contractors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

**Tendering Authority** 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.

## **29. ISSUE OF LETTER OF INTENT**

The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the Bidder. Letter of Intent will be issued as offer to the successful Bidder.

The Bidder shall within 14 days of issue of letter of intent, give his acceptance along with material security in conformity with Clause-5 of this section provided with the Bid Documents.

## **30. SIGNING OF AGREEMENT**

The signing of Agreement shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by Tendering Authority, within a week of submission of material security as per Clause-22.2.

As soon as the Tender is approved by the Competent Authority, the Bid Security deposited by the successful Bidder shall be compulsorily converted in to the Performance Security Deposit, which will be held by the Tendering Authority till the completion of warranty period.

## **31. ANNULMENT OF AWARD**

Failure of the successful Bidder to comply with the requirement of Clause-25.2 & 26 of this section 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.

## **32. REJECTION OF BIDS**

32.1 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.

32.2. Clauses 13.1, 13.2 & 13.1 of this section: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 13.1 & 13.2 and bid validity is less than the period prescribed in Clause 14.1 mentioned above.

32.3. Clause 3 of Section-A: If the eligibility condition as per **clause 3 of Section A** is not met and/ or documents prescribed to establish the eligibility as per Clause 4 this Section are not enclosed, the bids will be rejected without further evaluation.

32.4. Clause 3 of Section-A and Clause of this Section A: If tender terms and conditions compliance as well as deviation statements as prescribed are not given, i.e. digitally signing, the bid will be rejected at the stage of primary evaluation.

32.5. While giving compliance to Section-I, General Commercial conditions, Special Instructions to Bidders, and Section-J Special (Commercial) Conditions of Contract 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.

32.6. **Section-M-2 Price Schedule:** Prices are not filled in as prescribed in price schedule.

32.7. Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 29.1, 29.2(b) of this Section 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.

32.8. 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.

32.9. 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 P.O. against the instant tender.

32.10.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.

**33. The authenticity of all the documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be cancelled/terminated at bidder's risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.**

#### **34. NEAR-RELATIONSHIP CERTIFICATE**

34.1. 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.

34.2.The Company or firm or the person will also be debarred for further participation in the concerned unit.

34.3.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).
- (d)The Format of the Certificate is given in Annexure-A-3

#### **35. 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 Tendering Authority will take action as per Clause-32 of this section.

## SECTION – G

### E-tendering instructions to Bidders

#### General

The Special Instructions (e-Tendering instructions to bidders) supplement 'Instruction to Bidders', as enclosed in the E-tender Document. Submission of Bids through online process is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, Chennai Telephones has decided to use the portal (<http://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 – 'Single Stage - Two Envelopes', **followed by 'e-Reverse Auction' after opening of Financial-part, if required.** In case of two envelope system financial and techno-commercial bids shall be submitted by the bidder at the same time through online.

#### 2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (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
8. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
  - Opening of Technical-Part
9. Post-TOE Clarification on TENDER WIZARD (Optional)
  - Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
  - Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on TENDER WIZARD if required by BSNL.

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.

#### 3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to 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 and Training

To use the ElectronicTender® portal (<http://www.tenderwizard.com>) 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.

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.

*For training of bidders, the bidders shall contact the Tender Wizard's Help Desk.*

	Mobile Nos.	E-mail ID
Tender Wizard's Helpdesk	9962676264 8098469169 9894191904 9941947400	<a href="mailto:twhelpdesk679@gmail.com">twhelpdesk679@gmail.com</a> <a href="mailto:twhelpdesk438@gmail.com">twhelpdesk438@gmail.com</a>

General Help Desk No. 080-40482000

General mail ID: [bsnl\\_twhelpdesk@gmail.com](mailto:bsnl_twhelpdesk@gmail.com)

**BSNL Contact:-**

BSNL's Contact Person-1	BSNL's Contact Person-2
AGM KOD Telephone No. 044-24812000 From 10:00 hours to 17:30 hours on working days	SDE TECH/ADMIN Telephone No. 044-24832223 From 10:00 hours to 17:30 hours on working days

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

The entire bid-submission would be online on TENDER WIZARD portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed / Manually signed scanned copy of Tender Documents / Addendum
- Two Electronic Envelopes containing
  1. Techno-commercial-Part
  2. Financial-Part

**6. Offline Submissions**

1. EMD/Bid Security in original
2. Tender fee
3. Letter of Authorization
4. Power of attorney in accordance with **Section-F Clause-16**

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

**7. Special Note on Security of Bids**

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

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 multiword 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 TENDER WIZARD 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. 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 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.

### Public Online Tender Opening Event (TOE)

**TENDER WIZARD** 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 **TENDER WIZARD**. 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)'.

**TENDER WIZARD** 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. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

**TENDER WIZARD** 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 **TENDER WIZARD**. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the Buyer concerned.

### 8. E-Reverse Auction:

E-Reverse Auction would be conducted item wise on net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

Sl No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	One or Two hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Automatic Extension Time-Duration	10 minutes
3.3	Maximum no of Auto-Extension	6 Automatic Extension
4	Criteria of Bid-Acceptance	'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	L1 of the respective item of Financial-Part
6	Minimum Bid-Decrement	Will be intimated later
7	Display of 'Pseudo Identity' of Bidders during bidding	All Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

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

## 9. Other Instructions

For further instructions, the vendor should visit the home-page of the portal ([https:// www.Tender Wizard.com](https://www.Tender Wizard.com)), and go to the User-Guidance Center. The help information provided through 'TENDER WIZARD User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on TENDER WIZARD
2. Register your organization on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
3. Get your organization's concerned executives trained on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
4. **Submit your bids well in advance of tender submission deadline on TENDER WIZARD (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc).**

While the first three instructions mentioned above are especially relevant to first-time users of TENDER WIZARD, the fourth instruction is relevant at all times.

### 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).

## 10. Minimum Requirements at Bidders end

- Computer System with good configuration  
(Min P IV, 1 GB RAM, Windows XP–Service pack-III).
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above.
- Digital Certificate(s).

### – Vendors Training Program

TENDER WIZARD may be contacted for further details.

## SECTION-H

### AWARD OF CONTRACT

#### 1. AWARD OF CONTRACT ON COUNTER OFFER:

1.1. BSNL is not bound to award contract at the lowest quoted rate received in the BID offer and reserves the right to decide on fair and reasonable rate of the work tendered and counter offer the same to the eligible bidders. In such a case, the final negotiated and approved L1 rate as declared by BSNL shall be the rate at which contract will be awarded on such of the tenderers who accept the final approved L1 rate. However, maximum of 5 tenderers/bidders shall be considered for award of contract/work.

1.2. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder.

#### 1.3. Allocation of quantum of work without the participation of MSE bidder

TABLE -A

No.of bidders	Distribution of work
2	L1: 60% and L2: 40%
3	L1: 50% ; L2: 30% and L3: 20%
4	L1: 40% ; L2: 30% ; L3: 20% and L4: 10%
5	L1: 40%; Remaining bidders: 60% will be distributed equally

#### 1.4. Allocation of quantum of work with participation of MSE bidder

TABLE B

No.of bidders	Distribution of work
1	L1: 80% and MSE bidder 20%
2	L1: 48% ; L2: 32% and MSE bidder(s) : 20%
3	L1: 40% ; L2: 24%, L3 : 16% and MSE bidder(s) : 20%
4	L1: 32% ; L2: 24% ; L3: 16%; and MSE bidder(s) : 20%
5	L1: 32%; Remaining bidders: 48% will be distributed equally and MSE bidder 20%.

#### Note:

- 1) The allocation of quantity shall be made as per Table A when all bidders happen to be non MSE bidders and there are no qualified bidders.
- 2) The allocation of quantity shall be made as per Table A when all the bidders happen to be MSE Bidders.
- 3) The allocation of quantity shall be made as per Table B when qualified bidders are from both MSE and non-MSE group.
- 4) In case of one MSE registered bidder getting qualified in the Tender then Table B shall be followed.  
In case there are more than one MSE bidder getting qualified whose quoted rate is within +15% of L1 rate then 20% reserved quantity shall be distributed among such MSE bidders.
- 5) The MSE bidders become entitled to get the concession of allocation of quantity when the quoted rate is within +15% of L1 rate.

#### **BSNL RESERVES THE RIGHT TO LIMIT THE NUMBER OF CONTRACTORS AND AREA ASSIGNED TO THEM DEPENDING ON THE NEED.**

1.5. BSNL however reserves the right to depart from the guidelines for the distribution of quantities of work amongst the successful bidders depending upon the urgency and other factors prevailing at the time of deciding the tender or during the execution of work on an emergency nature.



## SECTION – I

### GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT (TENDER OPERATIONS)

#### 1.APPLICATION

The General conditions shall apply in contracts made by BSNL for the execution of Copper and OFC cable Construction & Maintenance works including Other Field works mentioned in the Scope of Tender.

#### 2.STANDARDS

The works to be executed under the contract shall conform to the standards prescribed in the U/G Cable both Copper and OFC Construction Practices.

#### 3.PRICES

Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

Price once fixed will remain valid for the period of contract. Increase and decrease of Taxes / Duties will not affect the price during this period

#### 4.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.

#### 5. SECURITY

##### (i).Material Security

a). Every 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 Scheduled Bank and in the Material Security bond form provided in the Bid Document, **Annexure-B-3**). 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".

##### (ii) SECURITY DEPOSIT (PERFORMANCE SECURITY)

a). The successful tenderer shall have to pay a Security Deposit equal to 5% of the total amount of work allotted to him as the Security Deposit within 14 days of issue of letter of intent. The EMD deposited by the successful bidders shall stand converted as a part of Security deposit. The balance amount of Security Deposit after adjusting EMD can be paid in the form of Bank Guarantee (which shall be valid till the completion of contract period two years and six months) from a scheduled bank as per the specimen in **Annexure-B-2** within 10 days upon intimation. The balance amount of Security deposit after adjusting EMD 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.

b). The proceeds of the Performance Security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

c). The Performance Security Deposit shall be refunded after expiry of contract period as noted above provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document after obtaining "No Dues Certificate" from the "Engineer-in-Charge".

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

## 6. ISSUE OF WORK ORDERS AND TIME LIMIT

**Separate work orders will be issued for maintenance, rehabilitation of external plant, Tracing of Cable Fault, and Cable laying works.** The work order shall be issued so as to include all terms of works of Cable laying, Rehabilitation and Cable Maintenance including attending Cable Faults of External Plant and associated works on "turn key" basis under the instructions from Area unit Officers. The quantities are subjected to change / variation without any notice subject to availability of required materials and funds. The work will be for exchange to pillar rehabilitation to ensure that the network becomes rehabilitated and the network gets upgraded completely against the work order. This makes it possible for ensuring end-to-end testing of cable pairs. 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 orders shall be issued by the Assistant General Manager/Divisional Engineer in-charge of external plant maintenance of the Area concerned**, after examining the technical and planning details of the works to be executed.

## 7. EXTENSION OF THE TIME LIMIT

### General

7.1. 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- Commencement and Completion is to be strictly observed by the Contractor. The Competent Authority is empowered to grant extension of time for completion of work if justified.

7.2. If the Competent Authority is of the opinion that the grounds shown by the Contractors are not reasonable and sufficient and declines to grant the extension of time, the Contractor cannot challenge the soundness of the opinion by reference to Arbitration. The decision of the Competent Authority on period of extension of time or refusal for extension of time shall be final and binding on the Contractor.

7.3. There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to BSNL. In such cases, the Unit Officer, may issue extension of time *suo moto* without waiting for Contractor to make an application for EOT.

BSNL will, however, not be liable to the Contractor for any losses or damages, costs, charges, or expenses that the Contractor may in any way sustain/suffer due to delay in making the above available.

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

### 8.1. Measurement

**Date wise activities of all works with measurements must be recorded in central Database (Soft copy) by the contractor and shared with unit officer Daily/Weekly/Monthly.**

8.1.1. The **Measurement Books** are to be maintained by the Unit Officer of the work. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned.

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

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

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

- **Measurement of depth of Trenches**

The Cable routes of one Work Order shall be divided into a number of segments each of maximum 100 metres length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 100 mts. One segment shall cover only one type of trench. The measurement of depth shall be recorded at each Point of Measurement (POM) in the measurement book in metres up to two decimal points. For example, 97 cms. Depth shall be recorded as 0.97 m. The points of measurements shall be at a distance of 10 metres starting from 0 (zero) Metre. For example, if the length of segment is 75 metres, the POMs shall be at 0M, 10M, 20M, 30 M, 40 M, 50 M, 60 M, 70 M.

The Last POM shall be at 75<sup>th</sup> M to be recorded against Residual POM. For each segment average depth shall be worked out by dividing the total depth by number of POMs. The measurements of depth shall be recorded in measurement book. The efforts requested to excavate Trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the Contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the Competent Authority for lesser depths.

Depth between	Rate applicable as % of approved rates.
90 cms to 99 cms	Proportionate of approved rates
80 cms to 89 cms	75% of approved rates.
70 cms to 79 cms	65% of approved rates
60 cms to 69 cms	50% of approved rates
50 cms to 59 cms	40% of approved rates
40 cms to 49 cms	30% of approved rates
30 cms to 39 cms	20% of approved rates
20 cms to 29 cms	NIL
20 cms to 19 cms	NIL
Below 10 cms	NIL

**Measurement of Lengths and profiles of Strata and Protection**

The measurements of length of trenches are on running metre basis for particular category of Surface Strata viz. Non-Surfaced Strata and Surfaced Strata irrespective of type of soil encountered while digging.

The length of Trenches dug in different strata in a segment shall be measured and recorded item code-wise in the measurement book. The segment length from POMs and total of item code-wise length should match.

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

**Measurement of length of copper and OF cable.** The length of cables laid in Trenches, through Pipes and through Ducts shall be measured by use of rodometer/measuring tape/OTDR. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.

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

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

**8.1.6.** The AGM / DE before passing the bill for sections covered by each set of measurement may carry out test check by re opening trench at as many locations as necessary as specified in document 'procedures for underground cable construction' and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contract shall provide the necessary assistance of labour for re-opening of trench for test check by the AGM / DE. Separate payment shall not be made to the contractor for excavation of such test checks, however such test pits shall not be more than 10% of the cable laying work.

**8.1.7** Measurement of the work of 5pr cable/ Low count OFC pulling through pvc pipe/duct will be taken equal to the length of the PVC pipe/duct through which the cable has been pulled and not the total length of the cable pulled through PVC Pipe/Duct.

**8.2 Inspection, and quality control**

**8.2.1. The Quality of Works:** The importance of quality of U.G. Cable/ aerial OFC Construction works cannot be over-emphasized. The quality of Telecom Service largely depends on the quality of External Plant of which U.G. Cable component covers the major portion. The U.G. cables are vulnerable to damages due to work of other agencies.

**8.2.2** The quality of external plant up gradation work depends upon the quality of individual items of work involved viz. Depth of Cables laid, care while paying & laying, Protection, Jointing of Cables and Termination of MDF, Pillars & DPs and at last but not the least on documentation of cable network. In order to ensure quality in external plant up gradation / rehabilitation work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

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

**8.2.4.** An assessment of extent of interest shown by the Contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractor's Performance Rating (CPR).

**8.2.5.** In addition to Acceptance Testing being carried out by A/T wing and supervision by Construction 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.

### **8.3. Testing and Acceptance Testing :**

**For attending to cable fault tracing work and cable maintenance work, the Acceptance Testing shall not be applicable.** However, the Acceptance Testing shall be applicable for Cable Laying & Rehabilitation work. The Acceptance Testing procedure is as under:

**8.3.1.** The work shall be deemed to have been completed only after the same has been accepted by the A.T. officer for conducting test checks without any extra payment. The Contractor shall restore the pits after test measurements to its original shape. The Contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

**8.3.2. Scope of Acceptance and Testing:** The purpose of Acceptance and Testing is to verify integrity of measurement and quality of work done. The A.T. officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taken by A.T. officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. Officer shall prevail without prejudice to any punitive action against the Contractor as per provisions of the contract and the officer recording the measurements. The Contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. officer without any additional cost to the department.

**8.3.3. Offering the work for acceptance and testing:** The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as work of a Primary Cable from MDF to Pillar or work of distribution cable from Pillar to DPs are completed in all respects. The work against any work order can be offered for A.T. in a number of such stages.

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

## **9. WARRANTY**

**The Cable Joint shall be guaranteed for a period of ONE year from the date of closing of joint.** In case of failure of the Joint due to poor workmanship i.e., failure of Joint without External damage, within the stipulated period of Guarantee the Contractor shall repair the joint(s) at his own cost within 24 hours of informing him, **failing which BSNL may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work** plus the cost of materials used shall be recovered from the Contractor from his pending Bill/SD or any amount due to him without prejudice to any other action as per Terms and Conditions of the Tender. The cost of jointing kit, supplied by BSNL, so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled.

## **10. AUDIT AND TECHNICAL EXAMINATION**

10.1. BSNL shall have the right to cause an Audit and Technical Examination of the work and the final bills of the Contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such Audit and Technical Examination any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the Contractor.

10.2. Provided that BSNL shall be entitled to recover any sum overpaid, nor the Contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the AGM or his subordinate officer on one hand and the Contractor on the other under any term of the contract permitting payment for work after assessment by the Area GM / Area DGM or his Subordinate Officer.

10.3. Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be appropriate by BSNL for the payment of a sum of money arising out or under any other contract made by the Contractor with BSNL.

## **11. BILL - PAYMENT TERMS:**

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

The contractor will submit one single consolidated bill per Unit for all the fault restoration work undertaken by him in a month. Monthly bill should be submitted in the following month for the work carried out in the preceding month.

The work carried out by the contractor during the month as recorded for different items of work/Unit Point rate/Quantum etc.. The Total Work Points carried out will be arrived (with % of Satisfaction) and as per the Per Point Rate quoted by the contractor the Total Bill Amount will be processed.

The Contractor shall prepare the bills in triplicate with correct schedule of rates, quantum of work, Goods and Services Tax as applicable along with the Goods and Services Tax registration number after Acceptance Testing (wherever applicable) and submit the bills to Unit Officer.

The bills must be as per measurements recorded in the measurement book (wherever applicable) and of all the items involved in the work along with documents including attested copies of GST,EPF& ESI remittance with due validity and submit them to the Sub Divisional Engineers, In-charge within one month from the Date of completion of the work.

**While submitting the monthly/development bills to the Authority, the Contractor shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed workforce .The agency shall furnish the Names , Contact Telephone Numbers /Mobile Numbers and Address of deployed work force .** The Contractor shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time

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

- Measurement Book, In Original
- The Bill for all the quantities as per Measurements at the approved rates
- AT reports, if applicable
- Copy of the Work Indent/Work Memo/Work Order Issued.
- Work Execution – Verification & Satisfaction Certificate that the Work has been Taken Up & Completed as per Work Order and as per Standard Specification and Check of Quantum / Measurement of Works Executed.
- Letters of grant of EOT(s), if work could not be completed within stipulated time.
- Material Reconciliation Statement (if applicable) furnishing account of stores received against the Work order and returned to the designated Store godown as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- In respect of Capital bills, Material Depletion statement with SAP Document numbers is to be furnished.
- Photos/Diagram/Drawings etc. if applicable
- First copy of bill with first copies of Measurement sheets of Measurement Book, and A/T reports (If applicable). (Payable copy)
- Second copy of bill with second copies of Measurement sheets of Measurement Book and A.T reports(If applicable) (Not for payment)
- Third copy of the bill with photocopies of measurement sheets and A/T reports(If applicable) (Not for payment)
- Adjustment of Amount received against any Bills
- Adjustment of Performance Security Deposit and statutory Taxes already recovered
- Details of recoveries/penalties for delays, damages to BSNL Properties / Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

- Details of empty cable drums cost of which needs to be recovered from the bill.
- Six sets of bound documentation (For Cable Laying-Development work)

### **11.2. Late Submission of Bills and Forfeiture of Bills Claim**

Non-Submission of bills by the contractor or delay in submission of bills within the stipulated time i.e One Month from the Date of completion of work will render levy of Penalty of 2% of the value of work Per Month. The Tendering Authority reserves the right to Condone the Delay for the first 2 Months with prescribed penalty. However, Principle General manager (West) reserves the right to allow additional 3 months, if the reason for delay in submission of Bill by the Contractor is found to be satisfactory with a maximum of 10% of reduction of bill.

**Bills submitted after six months from Date of Completion of work order, is Liable for Rejection and the claim will be Forfeited.**

11.3. Payments shall be made THROUGH ECS/NEFT/RTGS only, for which the Contractor shall be required to provide the Mandate, Bank details etc. to the Paying Authority.

11.4. The Assistant General Manager/Divisional Engineer shall exercise the prescribed checks on the Bills and accord necessary certificates on the Bills. The Assistant General Manager/Divisional Engineer shall retain the third copy in record and record it in the Estimate File/Register maintained in his office and send first and second copies with all documents to IFA/DGM/Addl.GM for processing of Bills and Release of Payment.

11.5. The Works-section of IFA / DGM /ADDL.GM shall process the Bills in the file with a copy of the sanctioned Estimate of the concerned work in ERP package and scrutinize the Bills vis-à-vis work order issued, sanctioned provisions in the Estimate etc. The Bill shall be passed, after necessary scrutiny by Works Section, by the Officer competent to pass the Bills. ECS Payment for the amount passed in the bill will be issued only after the Contractor gives a stamped pre-receipt for the amount. Details of Payment of all the Bills shall be entered in to Contractor's ledger by the Paying Authority.

11.6. BSNL shall take all necessary steps to ensure that the Bills complete in all respects, are settled within reasonable period subject to availability of Funds.

### **11.7. Procedure of Payment for Sub-Standard works:**

(a). The Contractors are required to execute all works satisfactorily and in accordance with the specifications and as per Directions of Field Officer, If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or than any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Assistant General Manager/Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

(b). During the progress of the work, the defects/deficiencies noticed shall be reported to Contractor by the JTO/SDE/DE/AGM and the same shall have to be rectified then and there to avoid substandard work. In case the rectification is not done by the Contractor, it shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the Contractor. If substandard work is found out at a later date within the warranty period, the Contractor cannot be absolved of the responsibility for substandard work and associated liabilities as above.

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

(d). Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with Red Ink.

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

12.1. The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking in to account the prevailing market rates has fixed the cost of various sizes of cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.

12.2. Rates fixed for various types of empty cable drums are given in Tender Document (Qualifying Bid). The rates are fixed and there is no percentage above or below applicable on these rates.

12.3. The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and types of cable drums in the bill so that the amount is deducted from the bills due.

12.4. The contractor shall not be allowed to dump the empty cable drums in BSNL/Govt./public place, which may cause inconvenience to BSNL/Govt./Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges to be decided by Area ADDL.GM/DGM/AGM/DE from the Bill/Security Deposit/any other amount due to the contractor.

### **13. PENALTY CLAUSE:**

#### **13.1 Delays in the contractor's performance:**

13.1.1. The time allowed for completion of the work of Cable Laying & Rehabilitation, as entered in the Tender/work order shall be strictly adhered to by the contractor and shall be **deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from seventh day from issue of work order by BSNL.** The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to **1% (one percent) of the total cost of work allotted for every Week of delay beyond time required for attending to the fault/rendering service as per this contractor and as decided by the DE Incharge and not exceeding 10% of the cost of that delayed work shall be levied by BSNL.**

If there is a delay in responding to the fault, penal deduction of 0.5% of each day of delay will be made by the Unit Officer/Controlling officer in the Monthly Bill. The day of the delay will be calculated from the date of intimation of the fault to the contractor by the Unit Officer/controlling officer. If the delay in responding to the fault exceeds one week the Tender will be Terminated with the Forfeiture of Security Deposit besides Black listing the Successful Tenderer.

13.1.2. On any date the penalty payable as above, reaches 10(ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instruction from the Assistant General Manager/Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Assistant General Manager/Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Assistant General Manager/Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Assistant General Manager/Divisional Engineer and contractor.

13.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

13.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the Area Sr.GM/GM / Area ADDL.GM/DGM will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.

13.1.5 The Area Sr.GM/GM/ADDL.GM/DGM/AGM/DE reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order of Cable Laying & Rehabilitation.

#### **13.2. Penalty for causing inconvenience to the public:**

13.2.1.To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of cable lying by digging paved surfaces. In the event of contractor failing to comply with, these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept open beyond the time limit allowed may be imposed by BSNL. This penalty will be in addition to that payable for delay or slow work.

13.2.2. The Contractor shall not be allowed to dump the empty cable drums/waste materials in BSNL/Govt./Public place, which may cause inconvenience to BSNL/Govt./Public. If the contractor does not dispose off the empty cable drums/waste materials

within 3 days of becoming empty, the department is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/waste materials from the Bill/Security Deposit/along with the costs incurred by the department in disposing off such materials. BSNL may also levy a penalty up to Rs.1000/- (Rupees One thousand) for each such default.

**13.2.3.** If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of Area Sr.GM/GM / ADDL.GM/DGM / AGM/DE / SDE shall be final and binding.

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

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

Sl. No.	Size of Cable to be replaced in pairs	Damage Charges as prescribed in BSNL CO Circular No. 110-7/2002-Regln. dated 6.10.2003 & 05.10.2004 (Fixed cost in Rs.) (a)	Cost of Additional copper cable for each slab of 10 meter. (Variable cost in Rs. Per slab of cable of length 10 metre) (b)
1	5	7500/-	4500/-
2	10	7500/-	5000/-
3	20	7500/-	5000/-
4	50	10000/-	5500/-
5	100	10000/-	6000/-
6	200	20000/-	7000/-
7	400	20000/-	11000/-
8	800	40000/-	13000/-
9	1200	75000/-	17000/-

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

**13.4. Penalty for damaging stores/materials supplied by BSNL while laying :**

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

In case of damage to PIJF cables, while laying, the cost of number of pairs damaged (including laying charges, transportation/storage charges) adding 10% as penalty shall be recovered from the contractor's bills/securities.

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

**14.Rescission/Termination of Contract:**

**14.1. 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 the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c). If the Contractor had been given by the Officer-in-charge of work a Notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period



d). Upon rescission of the contract, the Security Deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of BSNL as under:

**14.2.** Measurement of works executed since the date of last measurement and upto the Date of Rescission of contract shall be taken in the presence of the Contractor or his Authorized Representative who shall sign the same in the M-Book. If the Contractor or his Authorized Representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurements taken by the officer so Authorized shall be final and no further request for joint measurement shall be entertained.

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

14.4. The unexecuted work shall be got executed through the qualified Bidder from amongst the bidders, who participated in the Bidding Process, by giving them offers in their order of ranking (L2,L3 --- ) at their quoted rates. If the work was Awarded on single Tender basis then BSNL shall get the unexecuted work completed through any other Contractor approved in BSNL-CHENNAI TELEPHONES at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to BSNL at **the risk and cost of the Contractor**. In such an event, no compensation shall be payable by BSNL to the Contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by BSNL. In this regard the decision of Area GM / Area DGM or his Subordinate Officer shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him shall be borne and paid by the original Contractor and shall be deducted from any money due to him by BSNL under the contract or any other account whatsoever anywhere in BSNL or from a Security Deposit.

14.5. The certificate of the AGM / DE in-charge of work as to the value of work done shall be final and conclusive against the Contractor, provided always that action shall only be taken after giving notice in writing to the Contractor.

#### **15. Termination for Insolvency:**

**15.1** BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes Bankrupt or otherwise Insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will thereafter to BSNL.

**15.2. Optional Termination by BSNL (Other than due to the default of the Contractor)** BSNL may, at any time, at its option cancel and terminate this contract by written Notice to the Contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.

15.3. In the event of the Termination of the Contract, the Contractor shall forth with clear the site of all the Contractor's materials, machinery and equipments and hand over possession of the work / operations concerned to BSNL or as BSNL may direct.

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

#### **16. Issuance of Notice.**

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

**16.2. The Final Notice for Rescission of Contract** to the Contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.

- a). During the period of service notice and its effectiveness, the Contractor should not be allowed to remove from the site any material / equipment belonging to BSNL.
- b). The Contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belongs to him and which may not be required for future execution of balance work may be allowed by the AGM / DE in-charge of work to be removed with proper records.
- c). No new construction beneficial to the Contractor shall be allowed.

d). Adequate security arrangement by BSNL in replacement of the Contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the Contractor.

**17 INDEMNITIES:**

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

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

**18. FORCE MAJEURE**

18.1. If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL 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.

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

**19. ARBITRATION.**

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

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

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

19.1.2. The number of the arbitrators and the appointing authority will be as under:

Claim Amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Upto Rs. 5 crores.	Sole Arbitrator to be appointed from panel of Arbitrator of BSNL	BSNL
Above Rs. 5 crores	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, Who shall be the pres Arbitrator, by the two Arbitrators. BSNL will appoint its arbitrator from its panel.

19.1.3. Neither party shall appoint its serving employee as arbitrator.

19.1.4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

19.1.5. Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

19.1.6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

**19.2. Fast track procedure (29-B Of Arbitration Conciliation Act 1996):**

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

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

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

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing,.
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) if the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.

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

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

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

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

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

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

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

10). Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

19.2. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

#### **19.4. Applicable Law And Jurisdiction**

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

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

**19.5. 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 for the state where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.**

**19.6. Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.**

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

**19.8. The arbitration proceedings shall be held at New Delhi or Circle or SSA Headquarter ( as the case may be)**

#### **20. 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.

## SECTION – J

### SPECIAL (COMMERICAL) TERMS AND CONDITIONS

#### 1. GENERAL

- 1.1. The work shall be accepted only after Acceptance Testing carried out by BSNL A/T team, designated by BSNL, as per prescribed Schedule and Work/Material passing the test successfully.
- 1.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with BSNL.
- 1.3 BSNL reserves the right to black list a Bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 BSNL reserves the right to counter offer price(s) against price (s) quoted by any Bidder.
- 1.5 Any clarification issued by BSNL, in response to query raised by prospective Bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- 1.6 **Tender will be evaluated with reference to all the items given in the Price schedule.**
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Asst. General Manager / Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8 The work in each section may be split up between two or more Contractors or accept any tender in part and not entirely if considered expedient by the Area **GM/DGM/AGM / DE** in BSNL interest.
- 1.9 If the Contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other **ground he shall apply in writing to the AGM within 3 days of the date of hindrance** on account of which he desires such extension as aforesaid. In this regard the decision of Area **GM/DGM/AGM/DE** shall be final.
- 1.10 If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then BSNL shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the Contractor for the payment of a sum of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the **Contractor**, and to sell any Government Promissory Notes etc., forming the whole or part of such security or running/final bill pending against any contract with BSNL. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to BSNL on demand the balance remaining due.
- 1.12. No official of Gazetted Rank or other Gazetted Officer employed in Engineering or administration duties in Engineering Department or any other Department of the Government of India is allowed to work as a Contractor for a period of two years after his retirement from Government Service without the previous permission of Government of India. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the Contractor's service as the case may be.
- 1.13 In the event of the Contractor being, adjusted Insolvent or going voluntarily in to Liquidation or having received order or other order under Insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, Area **GM/DGM/DGM/AGM/DE** in-charge of external network shall have the power to terminate the contract without any Notice.
- 1.14 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, **GM/DGM/AGM/DE** in-charge of external network on behalf of SBA **BSNL-CHENNAI TELEPHONES** can terminate the contract without compensation to the Contractor. However **GM/DGM/AGM/DE** in-charge of external network at his discretion may permit Contractor's heirs to perform the duties or engagements of the Contractor under the contract, in case of his death. In this regard the decision of **Sr.GM/GM/ADDL.GM/DGM /AGM/DE** in-charge of external network shall be the final.
- 1.15 In the event of the Contractor, winding up his company on account of transfer or merger of his company with any other, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that

such other person or company, shall continue to perform the duties or engagement of the Contractor under the contract and be subject to his liabilities there under.

#### **1.16. Interpretation of the Contract Document:**

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

#### **1.17. Notification:**

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

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

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

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

2.1. At no point of time the Contractor shall be issued stores of value more than the Contractor's material security as per Clause 5 of Section 5 Part-A, if at all the work requires more amount of materials to be issued to the Contractor, then the security shall suitably be revised before the issue of the store and the Contractor will not have any objection to it.

2.2. The Contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to the site of work at his own cost. BSNL shall not pay any Transportation charges to the Contractor.

2.3. All materials supplied to the Contractor by BSNL and the materials supplied by the contractor shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of BSNL-CHENNAI TELEPHONES. In case the materials like cable and accessories are taken delivery of by the Contractor and stored at the site office/store of the Contractor such site office/store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to BSNL at a place informed to him by BSNL, failing which the cost of the unused materials shall be deducted from the Contractor's Material Security or any of his pending bills or from any other security.

2.4. The Contractor shall be responsible for the transportation of store, storage and safe custody of all materials supplied to him by BSNL, which in the Contractor's custody whether, or not installed in the work. The Contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.

2.5. The Contractor shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed in the work as per the "BSNL's calculation" (which shall be final) will be charged to the Contractor or deducted from his Bills at 1.5 times of prevailing standard price including Freight, Handling Charges, Storage Charges etc. The details of procedure of issue/return of materials to the Contractors are detailed at **Annexure- A**, along with Material Requisition Slip and Material Return Slip.

2.6. The Contractor shall ensure that only the required materials are issued to him. Upon completion of work, the Contractor shall return to BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by BSNL.

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

3.1. The Contractor shall obtain/provide at his own cost all easements, permits and license necessary to its work except for the following which shall be provided by the Representative of the BSNL-CHENNAI TELEPHONES:

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

3.2. The Contractor shall be fully responsible for handling and obtaining all necessary easements, Permits and Licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.

3.3. The Contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and/or tenants such other arrangements shall be entirely at the responsibility of the Contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the AGM/DE.

3.4. The Contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.

3.5. At location where the U/G Cable Trench is routed across or along Railways or Roads the Contractor shall without extra cost provide and maintain such detours and road controls as are required by the Railways or Government or Local Agencies having jurisdiction.

3.6. If BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in Tender Document.

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

The Tendering Authority of SBA BSNL-CHENNAI TELEPHONES shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the Contract Documents by BSNL and / or its representative shall not manifest a charge or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the Contract Documents and the specification there in. The representative of SBA BSNL-CHENNAI TELEPHONES has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

#### **5. TAXES AND DUTIES:**

Contractor shall pay all Rates, Levies, Fees royalties, Taxes and Duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract of any of the obligations of the parties in terms of the Contractor Documents and/or in respect of the works or operations or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified BSNL from and against the same or any default by the Contractor in payment thereof. Refund of Goods and Services Tax claimed by the Contractor will be paid only on submission of Proof of Registration details under Section 69 of the Finance Act 1994 (32 of 1994).

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

6.1 The Contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

6.2 If the excavation trench alters the contours of the ground around road and Highway Crossing in such locations dangerous to traffic, the Contractor shall at his own cost, take necessary precautions to protect public and shall comply with all the Department Regulations as to placing of Warning Boards (Minimum size 3' X 2'), Traffic Signals, Barricades, Flags etc., at such location. If the Contractor does not put the warning signal as per above directions, then a penalty of Rs.500/- per day shall be levied on the Contractor, till the directions, are complied by the Contractor.

The Contractor shall take due precautions to avoid damages to other pipe lines, water mains, Sewers, Telephones, Telegraphs and Power Conduits, Laid Wires Poles and Guy Wires, Railways, Highways, Bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.

6.3 Attention of the contractor is drawn to the rules regarding laying of cables at Road Crossing, along Railway Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the AGM/DE of the area.

6.4 The Contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.

6.5 The Contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify BSNL from and against all actions, cause of actions, damages claims and demands whatsoever, either in law or in equity and all loses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The Contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the Contractor's operation in connection with the work. The Contractor without cost of BSNL shall promptly repair any damage incurred.

6.6 The current Market Value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

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

### **7.1 Obtaining License before commencement of work:**

The Contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work, an attested copy of the valid Labour License duly attested by not below the rank of AGM /CAO of BSNL shall be submitted to AGM/DE external issuing the work order .

### **7.2 Contractors Labour Regulations:**

#### **7.2.1. Working Hours**

Normally Working Hours of an Employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day. The contractor may have to work sometimes only during night hours if the situation so demands. Work on Sundays and public holidays shall also be carried out when necessary.

When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

Every worker shall be given weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest days wages, at the rate applicable to the next preceding day, provided he has worked under the same Contractor for a continuous period of not less than 6 days.

Where a Contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

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

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

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

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

No wage period shall exceed one month.

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.

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.

All wages shall be paid thru' ECS/NEFT/RTGS/Electronic mode only.

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

A notice showing the wages period and the bank details and time of disbursement of wages thru' electronic mode shall be displayed at the place of work and a copy sent by the Contractor to the Engineer-in-charge under acknowledgement.

It shall be the duty of the Contractor to ensure the disbursement of wages under intimation to the site Engineer or any other authorized representative of the Engineer-in-charge who will be intimated with the bank details and time of disbursement of wages thru' electronic mode by the Contractor to workmen.



The Contractor shall obtain from the site Engineer or any other Authorized Representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:-

"Certified that the amount shown in the column No ..... has been paid to the workman concerned under intimation on ..... at ....."

#### 7.2.4. Fines and Deductions which may be made from wages

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

- (a) Fines
- (b) Deductions for absence from duty i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default
- (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- (e) Any other deduction, which the Central Government may from time to time, allow.

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

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

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

#### 7.2.5 Labour Records

The Contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.

The Contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL(R&A) Rules, 1971.

The Contractor shall maintain **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.

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

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

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

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

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

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

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

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

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

The card shall be valid for each wage period

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.

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

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.

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.

#### **7.2.7. Employment card**

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

#### **7.2.8. Service Certificate**

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

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

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

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

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

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

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

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

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

#### **7.6. Submission of Returns**

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

#### **7.7.Amendments**

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

## **8. INSURANCE:**

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

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

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

## **10. TOOLS AND PLANTS**

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

## **11. LEGAL JURISDICTION**

11.1. Any dispute arising out of the tender/bid document/ evaluation of bids/issue of APO shall be subject to the jurisdiction of the court at Chennai, the place from where the NIT/tender has been issued.

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

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

**SECTION-K**

**CHECK LIST**

<b>Sl.No</b>	<b>Documents To be Submitted with the Tender Bid</b>	
<b>A</b>	<b>TECHNICAL BID:-</b>	
1	Bidder's Profile duly Filled & Signed.	
2	Letter Of Authorization For Attending Tender Opening Event	
3	Proof for Power of Attorney	
4	Proof For the Payment of Tender Fee	
5	Proof For EMD	
6	Proof for Experience	
7	<b>Proof For Association with BSNL as FRANCHISEE</b>	
8	<b>Proof For Company Registration Certificate</b>	
9	<b>Proof For MSME Registration Certificate</b>	
10	Audited Financial Statement for Minimum Annual Turnover	
11	Audited Financial Statement for Total Turnover from Franchise Business with BSNL	
12	<b>Declaration for Not Black-Listed for Telecom Business by any Central/ State Governments/ PSUs in India</b>	
13	<b>No Near Relation Certificate</b>	
14	<b>GST Certificate</b>	
15	<b>PAN Card</b>	
16	Full Bid Document Duly Signed in all Pages	
17	<b>Declaration- No Addition / Deletion / Corrections made in the Terms &amp; Conditions of the Tender-As In-Annexure-A-2</b>	
18	<b>Declaration for Clause by Clause Compliance-As In - Annexure-A-2</b>	
19	<b>Undertaking and Declaration Form Duly Filled and Signed—As in Annexure-A-3</b>	
<b>B</b>	<b>FINANCIAL BID-</b>	
20	Bid Form Duly Signed	
21	Price Bid	

**SECTION – L**  
**BIDDER - PROFILE**

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

1. NAME OF THE TENDERER / FIRM .....

2. Name of the Tenderer/ Authorised Signatory Submitting the Tender whose Photograph is affixed .Shri/Smt .....

Photo to be affixed here

3. 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

**4.Address/Contact Details of the Tenderer /Firm**

Local Communication Address.....

**Land Line** Tel. No. (With STD Code)

Office            -:  
Fax                -:  
R                  -:  
Mob No          -:  
E-mail            -:

5.Name of Proprietor/Partners/Directors.....

**6.Tenderer's Bank Details:**

Bank/Branch/        -:  
Address                -:

Current Account No.        -:  
Bank IFSC Code                -:

7.GST- Registration No        -:

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)

**SECTION – M-1**

**BID FORM**

**E-TENDER for Rate List Contract - Cable Works (Copper & OFC) and Other Field Works of BSNL, Chennai Telephones, West Business Area**

To  
The Tendering Authority  
BSNL-Chennai Telephones,

**Dear Sir / Madam,**

Having examined the Conditions of Contract and Specifications, We Hereby Undertake, if our Bid is Accepted- We shall submit the Securities as per the Conditions mentioned in the Tender.

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

To Execute the Work in accordance with Specifications, Time Limits & Terms and Conditions stipulated in the Tender Document and Instructions from time to time during the execution of work and Until a Formal Agreement is prepared and executed, this Bid Form 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. We understand that you are not bound to accept the lowest or any bid, you may receive.

Date -:

Place -:

(Signature of Authorized Signatory)

In Capacity of -: \_\_\_\_\_

Duly Authorized to Sign the BID  
For and On Behalf of -: \_\_\_\_\_

Witness .....

Address .....

Signature .....

**SECTION – M-2**  
**PRICE SCHEDULE (FINANCIAL BID)**

To  
The Tendering Authority  
BSNL-Chennai Telephones

**Ref. : E-TENDER No. PGM (NWO-WEST) / Rate List Contract – Cable Works ( Copper &OFC ) and Other Field Works / 2020-21 /Dated 03-4-2020**

Dear Sir,  
Having Examined the Tender Documents-Scope of Work, Specifications, Terms & Conditions and SOR (**SECTION -D**) for Various Works with Work Points (At Basic Rate of Rs.10/Per Point),

We Hereby Offer Our Quote for **Per POINT RATE** as below

Quoted Per Point Rate in Rs.	
In Figures	
In Words	

**\*\* GST Extra at the Govt. Prevailing Rates where ever applicable**

We Here by further 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.

DATE :-

PLACE :-

(Signature of Tenderer/Authorized Signatory)

Name of the Tenderer.....

(Seal of the Tenderer)

**ANNEXURE -A**

<b>CERTIFICATES WITH BID DOCUMENT</b>		
<b>SECTION</b>	<b>ITEM</b>	<b>PAGE NO</b>
Annexure- A-1	Undertaking And Declaration	70
Annexure- A-2	Near Relation Certificate	71
Annexure- A-3	Declaration Regarding Never Debarred/Blacklisted	75
Annexure- A-4	Undertaking	76
Annexure- A-5	Bid Security Form	77



**ANNEXURE-A1**

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

To

**The Tendering Authority**  
**BSNL, Chennai Telephones.**

Sub: Authorization for attending Bid Opening on \_\_\_\_\_ (Date)

Ref: E-Tender No.:

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.

**ANNEXURE- A2  
UNDERTAKING & DECLARATION**

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

**a) Certified that:**

- 1** I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the 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

**ANNEXURE-A3  
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)

E-TENDER No. PGM (NWO-WEST) / Rate List Contract – Cable Works ( Copper &OFC ) and Other Field Works / 2020-21  
/Dated 03-4-2020

Due to open on :04.05.2020

To  
Tendering Authority  
BSNL Chennai Telephones

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"

**ANNEXURE-A4**  
**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.

**ANNEXURE-A5  
UNDERTAKING**

1) Have you obtained Labour Licence? Yes/No

If Yes, give licence N. and enclose a copy  
If No, do you agree to get the licence as soon as the contract is agreed ?

2) Are you employing child labour ? Yes/No

3) Are ensuring payment of Minimum wages to the work Force ? Yes/No

4) Are you paying EPF & ESI contribution to your employees regularly ? Yes/No

If Yes, registration particulars under EPF & ESI may be furnished and enclose a copy.

If No, are you exempted from EPF & ESI as per provision of the EPF & ESI Act ?

Do you agree to pay the EPF & ESI contribution regularly ?

Are you ensuring to pay bonus to the work Force.

5) Yes/No  
We declare the above information is correct and I/We undertake to abide by all labour laws in force.

6) Quote the GST IN :

DATE -:

PLACE -:

(Signature of Authorized Signatory).

In capacity of .....

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

**ANNEXURE-A6  
BID SECURITY FORM**

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

E-TENDER No. PGM (NWO-WEST) / Rate List Contract – Cable Works ( Copper &OFC ) and Other Field Works / 2020-21  
/Dated 03-4-2020

Whereas ..... (hereinafter called "the Bidder") has submitted its bid dated.....to execute the work of **Rate List Contract - Cable Works (Copper & OFC) and Other Field Works of BSNL, Chennai Telephones, West Business Area.** vide E-TENDER for Rate List Contract - Cable Works (Copper & OFC) and Other Field Works of BSNL, Chennai Telephones, West Business Area..

KNOW ALL MEN by these presents that WE ..... OF ..... having our registered office at .....(hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - (a) fails or refuses to execute the Contract, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in **Section- I, Clause-13** Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

**ANNEXURE- B**

<b>POST AWARD DOCUMENTS</b>		
Annexure- B-1	Agreement	
Annexure- B-2	Agreement Material Security Bond Form	
Annexure- B-3	Performance Security Guarantee Bond	
Annexure- B-4	Format For Non-Disclosure Agreement	
Annexure- B-5	Procedure For Issue / Receipt Of Materials To The Contractor	
Annexure- B-6	Form No. Dts/Ugcc/013 Material Requisition Slip (In Triplicate)	
	Form No. Dts/Ugcc/013 Material Requisition Slip (In Triplicate)	

**ANNEXURE-B1**  
**AGREEMENT**

E-TENDER No. PGM (NWO-WEST) / Rate List Contract – Cable Works ( Copper &OFC ) and Other Field Works / 2020-21  
/Dated 03-4-2020

**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 Cable Laying, Rehabilitation works in External plants and Cable maintenance including attending cable faults & cable joints in West Area of Chennai Telephones on the terms and conditions herein contained and the rates approved by the BSNL-CHENNAI TELEPHONES (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract that is to say from ..... to ..... Or completion of work for Rs... (In words)..... Whichever is earlier or until this contract shall be --determined by such notice as is hereinafter mentioned, safely carry out, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching, cable laying, cable jointing, pillar construction, DP fitting and other associated works as described in tender documents (annexed to the agreement), when BSNL or Area Sr.GM/GM/ADDL.GM/DGM/AGM/DE 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 (technical 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 works 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 here in 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  
Tendering Authority BSNL Chennai Telephones

Witness:

- 1.
- 2.



**ANNEXURE-B2**  
**PERFORMANCE SECURITY GUARANTEE BOND**

E-TENDER No. PGM (NWO-WEST) / Rate List Contract – Cable Works ( Copper &OFC ) and Other Field Works / 2020-21  
/Dated 03-4-2020

In consideration of CGM BSNL, Chennai Telephones (hereinafter called 'BSNL, Chennai Telephones') having agreed to exempt \_\_\_\_\_(hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/ Advance Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for copper and OFC Cable Laying, Rehabilitation works in External plants and Cable maintenance including attending cable faults & cable joints in West Business Area of Chennai Telephones vide E-TENDER No. PGM (NWO-WEST) / Rate List Contract – Cable Works ( Copper &OFC ) and Other Field Works / 2020-21 /Dated 03-4-2020

. ('hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for \_\_\_\_\_ we,(name of the bank) \_\_\_\_\_(hereinafter refer to as "the bank") at the request of \_\_\_\_\_(contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones, an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay amounts due and payable under this guarantee without any demur, merely on a demand from BSNL, Chennai Telephones, by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(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 BSNL, Chennai Telephones, 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 \_\_\_\_\_.

3. We undertake to pay to the BSNL, Chennai Telephones, any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending 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 contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of 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, Chennai Telephones, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office /department) BSNL, Chennai Telephones, certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of TWO YEARS AND SIX MONTHS from the date hereof, we shall be discharged from all liabilities under this guarantee thereof.

5. We (name of the bank) \_\_\_\_\_ further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(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. The Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/ supplier(s) .

7. We (name of the bank) \_\_\_\_\_lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL, Chennai Telephones, in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for

\_\_\_\_\_  
(indicate the name of the bank)

**ANNEXURE-B3  
MATERIAL SECURITY BOND FORM**

**E-TENDER for Rate List Contract - Cable Works (Copper & OFC) and Other Field Works of BSNL, Chennai Telephones,  
West Business Area**

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Whereas ..... (hereinafter called " the Contractor") has been awarded the contract for Cable Laying, Rehabilitation works in External plants and Cable maintenance including attending cable faults & cable joints in West Business Area of Chennai Telephones as per Tender No **E-TENDER for Rate List Contract - Cable Works (Copper & OFC) and Other Field Works of BSNL, Chennai Telephones, West Business Area**. KNOW ALL MEN by these Presents that WE ..... OF..... having our registered office at .....(herein called the "the contractor") are bound unto .....(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 up to 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 up to and including One hundred and eighty (150) days after the Period of Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorised signatory of the Bank)

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

**ANNEXURE-B4**  
**NON-DISCLOSURE AGREEMENT**  
(On non-judicial stamp paper of minimum value of INR 100)

This agreement is made as of the \_\_\_\_\_ 2020 between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its registered office at 1, Harish Chandra Mathur Lane, Janpath, New Delhi & Corporate office at Bharat Sanchar Bhawan, Janpath Road, New Delhi hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean & included its successors, nominees or assigns & M/s. \_\_\_\_\_ a company listed in the \_\_\_\_\_ Stock exchange /, & having its registered office at \_\_\_\_\_ herein after called " \_\_\_\_\_ " which expression shall unless repugnant to the subject or the context mean & include its successors, nominees or assigns.

Where as in order to pursue the mutual business purpose of this particulars project as specified in Exhibit A (the "Business Purpose") BSNL & M/s. \_\_\_\_\_ recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose & to protect such confidential information from unauthorized use & disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

**1.** This Agreement will apply to all confidential & proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto & other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, & all copies & derivatives containing such information, that may be disclosed to one, another for & during the purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, & may be communicated/disclosed in writing orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, & it must be reduced to writing & furnished to the receiving party within thirty (30) days of the initial disclosure.

**2.** M/s. \_\_\_\_\_ & BSNL hereby agreed \_\_\_\_\_ at during the Confidential

The receiving party shall use information only for the purpose, shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, & shall grant access to information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in **exhibit 'A'** shall cause its employees to comply with the provisions of this Agreement Applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, & shall prevent disclosure of information to third parties. The receiving party may, however, disclose the information to its consultants & contractors who need to know, provided that doing so, the receiving party agrees to bind those consultants/contractors to terms at least as restrictive as those stated herein, advise them of their obligations, & indemnify the disclosing party for any breach of those obligations.

ii) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.

3. The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate;

a) Was independently developed by or for the receiving party without reference to the information, or was received without restriction; or

b) Has become generally available to the public without breach of confidentiality obligations of the receiving party; or

c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

d) Is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure & the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

Is disclosed with the prior consent of the disclosing party; or

Was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party & was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any & all terms & conditions the disclosing party may impose any such approved removal, such as conditions that the removed confidential information & all copies must be returned by a certain date, & that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

6. Each Party recognizes & agrees that all of the disclosing party's Confidential information is owned solely by the disclosing party (or its licensors) & that the unauthorized disclosure or use of such confidential information would cause irreparable harm & significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any & all other rights & remedies available at law or in equity for such a breach.

7. Access to information hereunder shall not preclude an individual who has seen such information for the purposes of this agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the information & does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this agreement, if such disclosure & use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS & ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this agreement & the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

10. This agreement will be construed in, interpreted & applied in accordance with the laws of India.

11. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of CMD, BSNL or any other person appointed by him. That the award of the arbitrator shall be final & binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuse to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD, BSNL shall appoint another person to act as Arbitrator in place of outgoing Arbitrator & the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s. \_\_\_\_\_ will have NO OBJECTION in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the provisions of the Arbitration & conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof.

12. This agreement & Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder & supersedes all prior oral & written agreements & discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this agreement without first securing the other party's written consent.

13. This agreement will remain in effect for five year from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers or representatives.

M/s. \_\_\_\_\_

BHARAT SANCHAR NIGAM LIMITED

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

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

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

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

Title : \_\_\_\_\_

Title :

**ANNEXURE-C**

<b>OTHER IMPORTANT REFERENCES</b>		
Annexure- C-1	Vendor Master Form	
Annexure- C-2	Mandate Form	
Annexure- C-3	Work Indent (WI) Format	
Annexure- C-4	Work Memo (WM) Format	
Annexure- C-5	Work Order (WO) Format	
Annexure- C-6	Bill Processing- Reference	
Annexure- C-7	Actions Against Defaults Of Bidder/Vendor	
Annexure- C-8	Procedure For Issue / Receipt Of Materials To The Contractor	
Annexure- C-9	Form No. Dts/Ugcc/013 Material Requisition Slip (In Triplicate)	
Annexure- C-10	Form No. Dts/Ugcc/013 Material Requisition Slip (In Triplicate)	

ANNEXURE-C-1



**VENDOR MASTER FORM**



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TD5 certificates, C Form for CST purchases etc.)

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

Title\* :

Name\* :

Address\* :

Town/District\* :

City\* :

State\* :

Postal/Pin code\* :  Country\* :

**Contact Details:**

Telephone Number :  Fax No. :

Email id :

Name of Contact Person :  Mobile No. :

Alternate Contact Person :  Mobile No. :

**Tax information:**

PAN :

Service Tax reg. no. :

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

Tax Registration no. (for Foreign Vendors) :

**Income Tax Exemption details:**

IT exemption no. :  IT exemption rate :

IT Exemption date :

IT exemption date from :  IT exemption date to :

**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/ Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

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

**Industry Status:**

Micro/ SSI Status : Yes  No

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

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

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

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**(For Office Use)**

Vendor Account Group :  Payment Method :

TDS Type - Invoice :  TDS Code - Invoice :

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



**Annexure – C-2**

**MANDATE FORM**

E Payment of suppliers bills through RTGS/NEFT/ECS

Serial No		Particulars
1	Company's Name	
2	Address	
3	Phone No	
4	Particulars of Accounts NAME OF THE ACCOUNT	
5	Bank Name	
6	ACCOUNT NO	
7	Branch Name& Address	
8	IFSC CODE/MICR CODE OF BRANCH	

I/we hereby declare that the particulars given above are correct and complete. I/We undertake that till a change is requested by us the payment shall continue to be in the above account only. I/We also agree to bear the RTGS/NEFT/ECS charges in case such charges are levied by any bank for processing the RTGS/NEFT/ECS transaction.

Date

particulars furnished above are correct as per our records.

Bank Stamp

Signature of the authorized  
signatory(Sealed of the company) \*\*Certified that the

Signature of the Authorised Officer  
(From the Bank)

**ANNEXURE-C-3**

**WORK INDENT (WI) FORMAT**

<b>WORK INDENT</b>				
Contractor Name :				
Tender Ref:				
Work Indent –Ref No /Dt				
AREA	DGM-ZONE	DIVISION	EXCHANGE/UNIT	MONTH

**WORK INDENT DETAILS**

<b>FMT-CATG</b>	Location (Exge Area)	No of Deployments/Month	Work Point Rate	Total Work Points
<b>FMT-A-Cables</b>	KOD	10	500	5000
<b>FMT-B-Cables</b>	KOY	30	200	6000
	KKN	30	200	6000
<b>FMT-C-Cables</b>	SAL	10	150	1500
	POR	10	150	1500
<b>FMT-D-Oth-Spl</b>	KCM	20	80	1600
	AGK	20	80	1600
<b>FMT-E-Genl</b>	PRP	10	60	600
	UTR	10	60	600
OTHER WORK POINTS INDENTED				15600
<b>TOTAL WORK POINTS INDENTED</b>				<b>40000</b>

This is the Indent of Work Requirement,  
 The Contractor is Expected to make Arrangement of FMTs as Indented and is expected to Carry Out the Actual Work, Minimum to this Extent for Each FMT  
 Actual Work Carried Out must be recorded and Point Rate for Each Item of Work as Per SOR-B will be calculated and processed for payment.

UNIT OFFICER

**ANNEXURE-C-4**

**WORK MEMO (WM) FORMAT**

<b>WORK MEMO</b>				
Contractor Name :				
Tender Ref:				
Work memo –Ref No /Dt				
AREA	DGM-ZONE	DIVISION	EXCHANGE/UNIT	MONTH

**WORK MEMO DETAILS**

DATE	Exchange	Location	Work Category	Work Item	Item -Code	Comm Dt	Comp Dt

UNIT OFFICER

**ANNEXURE-C-5**

**WORK ORDER (WO) FORMAT**

<b>WORK ORDER</b>				
Contractor Name :				
Tender Ref:				
Work Order –Ref No /Dt				
AREA	DGM-ZONE	DIVISION	EXCHANGE/UNIT	MONTH

**WORK ORDER DETAILS**

Work SI No	DATE	Exchange	Location	Work Category	Work Item	Item -Code	Comm Dt	Comp Dt	Total Work Points Ordered

Attach List of Work Memos Issued During the Month

UNIT OFFICER

**ANNEXURE-C-6**

**WORK EXECUTION DETAILS – DATABASE - FORMAT**

**WORK EXECUTION DETAILS - DATABASE**

Work Order No	Work SI No	DATE	Exchange	Location	Work Category	Work Item	Item - Code	Comm Dt	Comp Dt	Total Work Points Done	% Satisfaction	Nett Work Points

**ANNEXURE – C-7-**

**BILL PRESENTING - FORMAT**

<b>BILLING PRESENTING</b>				
Contractor Name :				
Tender Ref:				
Bill Invoice –Ref No /Dt				
AREA	DGM-ZONE	DIVISION	EXCHANGE/UNIT	MONTH

<b>SL NO</b>	<b>DETAILS</b>	<b>Work Points</b>	<b>Remarks</b>
1	Total Work Points – Indented –As Per ( WI)	40000 Pts	As Per SOR-A
2	Total Work Points Ordered – As Per WO-	35000 Pts	As Per – SOR-B / C
3	Total Work Points Executed –As Per WE	34000 Ptd	As Per SOR- B / C
4	Percentage of Work Satisfaction	---95 %	
5	Nett Work Points –Payable	32300 Pts	
6	Quoted Per Point Rate	Say Rs 10	
7	Payable Amount	Rs 3,23, 000	Nett Work Pts x Per Pt Rate
8	TAXES	As Applicable	
9			
10	FINAL PAYABLE AMOUNT	Rs 3,23,000+ Tax	

**BILLING ATTACHMENT DETAILS**

Work Order No	Work SI No	DATE	Exchange	Location	Work Category	Work Item	Item - Code	Comm Dt	Comp Dt	Total Work Points Done	% Satisfaction	Nett Work Points

Details of Work Indent / Work Memos / Work Order Issued must be Attached with the Bill alongwith Other Standard Document

**ANNEXURE-C-8**  
**Procedure for Issue / Receipt of materials to the Contractor**

1. General

The materials shall be issued to the Contractors solely for the Bonafide Requirements of UG Copper Cable Construction works of Chennai Telephones required to be executed against the Work Order. The Sub Divisional Engineer shall maintain numerical account of stores in Form ACE-8 so as to ensure that the aggregate of the quantities of any or all materials issued to a Contractor, from time to time, for use on a work remains within the estimated requirement of the work.

2. All the Stores/Materials supplied to the contractor or procured by the Contractor with the assistance of the BSNL Chennai Telephones shall remain the absolute property of the BSNL Chennai Telephones and the Contractor shall be the trustee of the stores/materials and the said stores/materials shall not be removed/disposed of from the site of work on any account and shall be at all times open to inspection by the Engineer-in-charge. Any such stores/materials remaining unused shall be returned to the Engineer-in-charge at a place directed by him. If it is decided not to take back the stores/materials, the Contractor shall have no claim for compensation on any account of such stores/materials, so supplied by him as aforesaid not used by him or for any wastage or damage to such stores/materials.
3. The materials shall be issued for works against a work order. Account of stores shall also be maintained for each work order. On completion of work against the work order i.e. after completion of all measurements and acceptance & testing, the theoretical consumption of materials shall be worked out for carrying out the work as per specifications & standards.
4. At the close of work, the Contractor shall declare the unused stock of materials issued to him from DSD Chennai Telephones for use on the work. The Engineer-in-charge may ask the Contractor to return the store or re-issue the material on work against any other work order issued to the contractor.
5. The difference in quantity of materials actually issued to the Contractor against the Work Order and theoretical consumption of materials shall be worked out in the Measurement Book (Of Final Bill), if not returned by the Contractor. The cost of difference in quantity of materials shall be worked out at the prevailing standard rates and recovery shall be made at 1.5 times of the prevailing standard rates without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract. This is to discourage the Contractor from doing bad work and consuming the stores on removal of defects or re-doing the bad work. Recovery shall be made for the overall excess including use of materials for removal of defects at penal rate.
6. Whenever any material brought by the Contractor to the site of work is rejected, entry thereof should invariably be made in the site work order book under the signature of SDE in-charge of work.

7. **Procedure for issue and return of stores:-**

The materials shall be issued to the Contractor from the stores location of which shall be mentioned in the schedule of rates. No separate charges for loading, transportation and unloading shall be paid. This cost of logistics shall be inbuilt in the schedule of rates for an average lead from district store depot to different work sites within Chennai Telephones. The cost on this account shall be loaded on to the rates of respective items. For example cost of transportation and handling of cables shall be subsumed in the schedule rates of cable laying.

8. Contractor shall submit requisition for issue of stores on form (Material Requisition Slip in Annexure-A) to the Engineer-in-charge who shall in turn verify the requirement of stores vis-à-vis theoretical requirements and already issued materials to the contractor against the work. The Engineer-in-charge shall authorize the Contractor or his Authorized Representative to collect the stores from the store godown. **Issue of materials to the Contractor shall remain within the value of Material Security furnished by the Contractor. The SDE in-charge, before authorizing issue of materials to the Contractor, shall ensure substantial utilization of earlier issued stores. If due to any reason more stores has to be issued to the contractor then the material security will be suitably enhanced In this regard the decision of the GM /DGM of concerned Area shall be final and binding.**
9. If the requirement of materials exceeds the theoretical requirement and in the opinion of Engineer-in-charge, the same is within reasonable limits and required for execution of work, the same shall be issued.
10. After completion of work against the Work Order, the Contractor shall submit a list of surplus materials to the Engineer-in-charge who shall decide whether the same need to be return to the stores of BSNL or be re-issued against any other

Work Order. The Engineer-in-charge or his representative, before receiving, shall physically inspect the surplus materials.

- The materials shall be returned to the stores by furnishing the details in form (Material Return Slip in Annexure-A).
- If the surplus materials are to be re-issued, the Engineer-in-charge shall obtain requisition slip from the Contractor for issue of such materials and complete the records of store accounts of his office showing the materials having been issued to the Contractor. Copy of issue slip shall be sent to the Stores in-charge from where the stores were collected at the first instance. The formalities for transfer of stores from one estimate to another, as prescribed by the BSNL Chennai Telephones shall be followed.



**Annexure-C-9**  
Form No. DTS/UGCC/013  
Material Requisition Slip (In Triplicate)

From  
M/s \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

To  
Work Order No. \_\_\_\_\_ Estimate No. \_\_\_\_\_

Kindly issue the following stores for \_\_\_\_\_ works.

Sl. No:	Item	To be filled-in by the contractor					To be filled in by the store in-charge	
		Quantity in work order	Quantity received against the work order till date	Quantity balance unutilised available with contractor	Quantity required now	Quantity approved by SDE work in-charge	Quantity issued	ACE-8 Page/ Sl. No.
Size	Length/Number							

Place \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name of the authorised

Personnel Seal of the firm

The above store may be issued  
Signature of the SDE  
In-charge of the work  
With seal

Store issued  
Signature of the store  
In-charge with seal \_\_\_\_\_

Stores received as above  
Signature of the authorised  
Personnel with seal of the firm \_\_\_\_\_

Copy to: SDE In-Charge of the works.

Note:

- In-charge of works may confirm before approval of stores the return of earlier issue slip.
- The contractor shall get serially numbered store slip 1+3 printed and shall always submit request for store in this proforma.
- The contractor shall submit all the three copies to SDE in-charge of the work. After approving the quantity of store as above all the copies shall be given to SDE (Stores) by the contractor for issue of stores.
- After issuing of stores SDE (Stores) shall keep first copy, shall send second copy to SDE (In-charge of works) and third copy to be returned to the contractor.

**Annexure- -C-10**  
**Form No. DTS/UGCC/014**  
**Material Return Slip (In-triplicate)**

No. \_\_\_\_\_  
Dated. \_\_\_\_\_

From.: M/S. \_\_\_\_\_

Work Ordr No. \_\_\_\_\_  
Estimate No. \_\_\_\_\_

Sir,

Following materials may kindly be taken back to stores issued against \_\_\_\_\_ works.

To be filled-in by the contractor					Quantity allowed to deposit SDE work-in charge (only good quality)	To be filled in by the store in-charge	
Sl. No.	Item	Quantity in work order		Quantity received against the work order till date		Quantity balance unutilised available with contractor	Quantity received back
		Size	Length/ Number				

Place \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name of the authorised Personnel \_\_\_\_\_

Seal of the firm

**The above store may be taken to stock**

**Store received**

Signature of the SDE  
In-charge of the work with seal

Signature of the store-in charge  
with seal

**Stores deposited as above**

Signature of the authorized personnel with seal of the firm

Copy to: SDE in-charge of the work

**Annexure – C-11**

**Actions Against Defaults of Bidder**

**(Standard Tender Enquiry Document)**

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
<b>A</b>	<b>B</b>	<b>C</b>
1(a)	Submitting fake / forged	Rejection of tender bid of respective Vendor. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
<b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(iv) If detection of default after issue of PO/ WO	Termination/ Short Closure of PO/WO and Cancellation of APO Rejection of Bid & Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
1(b) cont d.	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	Termination of PO/ WO. Under take purchase/ work at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/BG/SD; OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL (b) for Quantity in excess of that supplied by Vendor to BSNL.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' <b>Set off</b> ' clause 18 of Section 4 or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.

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

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

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



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

**END OF THE E-TENDER DOCUMENT**

