



BHARAT SANCHAR NIGAM LTD

(A Govt. of India Enterprise)

**OFFICE OF THE CHIEF GENERAL MANAGER
TELECOM BSNL, KERALA CIRCLE**

Bid Document

Tender ID: 2024_BSNL_ 220072_1

E - Tender for Overhead Optical Fiber Cable Maintenance and Rehabilitation works in Ernakulam BA in Kerala Circle

File No. KRLCO-23/11(19)/37/2024-MM

Read this tender document thoroughly

VALIDITY OF THE OFFER – 150 days from date of opening of tender.

Note: Kindly see all clarification / Corrigendum on website & Read carefully before submission of bid & ensure that all the documents submitted are fully authenticated by the authorized signatory.

Assistant General Manager (Tender)
O/o CGMT, BSNL,
Kerala Circle
Tel No. 0471 - 2523878
Mail id: - mmtenderkerala@gmail.com

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 1.3 of detailed NIT.

Read, understood & complied

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Signature of the bidder

SECTION-I
Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
Office Address: O/o CHIEF GENERAL MANAGER, BSNL
DOOR SANCHAR BHAVAN, PMG JUNCTION, TVM-33

NOTICE INVITING TENDER (NIT)

NIT No. KRLCO-23/11(19)/37/2024/566673

Dated at Place the 18/12/2024

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

Name of work: Overhead Optical Fiber Cable Maintenance works in Ernakulam BA under Kerala Circle

Scope and Jurisdiction of Work: The scope and particulars of work put to tender are given in the Table below-

Zone	Name of Zones	Rehabilitation Amount			Maintenance Amount			Total Amount (Rs)	EMD
		Variable Rate	Fixed Rate	Total	Variable Rate	Fixed Rate	Total		
1	Ernakulam South Sub Division	370000	1700400	2070400	180000	410600	590600	2661000	53220
2	Ernakulam North Sub Division	400000	1768450	2168450	160000	515050	675050	2843500	56870
3	Aluva & Paravoor Sub Division	295000	709000	1004000	200000	267000	467000	1471000	29420
4	Muvattupuzha, Kothamangalam & Perumbavoor Sub Division	474830	813290	1288120	255170	284310	539480	1827600	36550
5	Thodupuzha & Adimaly Division	93600	345760	439360	226400	151390	377790	817150	16340
	TOTAL	1633430	5336900	6970330	1021570	1628350	2649920	9620250	192410

*For

Note-1: Deleted

**Note-2: Deleted*

Note-3: Bidders who have been black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/ any other Govt. (Central/State) undertaking / other TSPs as the case may be including for reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work

Note-4: For participating in e-Tendering process bidder shall access e-Bid document uploaded on the e tender portal (<https://etenders.gov.in/eprocure/app>) and pay requisite tender processing fee as defined for the tender by e-tender service provider.

Read, understood & complied

3

Signature of the bidder

Tender for Ariel OF Cable Maintenance Works in Ernakulam BA of Kerala Circle

Note-5: The details of the tender can be had from the website(<https://etenders.gov.in/eprocure/app>)

Note -6: Mode of payment of tender cost/EMD - e-payment (RTGS/NEFT/ DD /BG/ Insurance security Bond) on or after the date of issue of this tender notification in favour of "Accounts Officer(Cash), O/o the CGMT, BSNL, Thiruvananthapuram-01"

Details for online payment is given below

Beneficiary Account Name	ACCOUNTS OFFICER (CASH), BSNL KERALA CIRCLE, O/o CGMT, DOOR SANCHAR BHAVAN, PMG, TRIVANDRUM
Beneficiary Account Number	545101110050003
Beneficiary Bank IFSC code	UBIN0554511
Beneficiary Bank Name	UNION BANK OF INDIA
Beneficiary Bank Branch Name	PATTOM BRANCH, T.C 3/21(18),Mathews Arcade, Kesavadasapuram, Pattom Palace, Trivandrum-695004

1.1 Eligibility Criteria: For participating in the tender, the tenderer should meet the eligibility criteria as defined in section IV Clause 4.2

1.2 Period of contract: The period of this contract will be **one year** from the date of agreement. However, the BSNL reserves the right to extend the contract further, in terms of six months or less, up to one year on the same rates, terms & conditions, which shall be binding on the contractor.

1.3 Date of publishing of tender document, Last date of submission of bid, Date of opening of Bids:

Critical Date Sheet

NIT Publishing Date	18/12/2024	18:00 Hrs
Bid Document Download Start Date	18/12/2024	18:00 Hrs
Clarification Start Date	18/12/2024	18:00 Hrs
Clarification End Date	26/12/2024	17:30 Hrs
Bid Submission Start Date	18/12/2024	18:00 Hrs
Bid Document Download End Date	08/01/2025	13:00 Hrs
Bid Submission End Date (Online)	08/01/2025	13:30 Hrs
Bid Opening Date	09/01/2025	14:00 Hrs
Last date & time for submission of Fee towards EMD & cost of tender document through Registered Post/Speed post/ courier	15/01/2025	17:30 Hrs

Note1: The Price of bid document along with GST shall not be refundable.

Note 2: If the EMD is submitting as Bank Guarantee, same should be valid for 180 days from the date of opening the tender.

1.4 If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time and the same venue.

1.5 The tender is invited through **e-tendering process** through the e-tender portal (<https://etenders.gov.in/eprocure/app>). Kindly refer Section-VI of Tender document for further

instructions on e- tendering. Prospective bidders should get their registration done well in time on the e-tender portal and obtain the Digital Signature Certificate (DSC) from authorized CA, which is essential for participating in the tendering process. The tender document shall be available for downloading from e-tender portal (<https://etenders.gov.in/eprocure/app>) as per class 1.3 of NIT for online bid submission.

- 1.6** Bid will not be accepted/received on the e-tendering portal after due date and time. The officer in charge BSNL reserves the right to reject any or all tenders without assigning any reason whatsoever.
- 1.7** As the tender is invited through e-tendering portal, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document from <https://etenders.gov.in/eprocure/app>. Same will be made available on BSNL website www.kerala.bsnl.co.in also.
- 1.8** All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelops/parts on e-tender portal including proof of payment made towards the cost of tender/EMD.
- 1.9** The MSE (Micro and Small Enterprise) bidders registered under Single Point Registration Scheme of MSME/UDHYAM are eligible for exemption from cost of the tender document and earnest money deposit subject to the production of requisite proof of latest UDHYAM registration certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN Certificate should broadly cover the Equipment/ services offered in Tender. Other bidders shall furnish the requisite Bid Security/EMD in the form of Demand Draft/ Insurance Security Bond /Bank Guarantee/NEFT/ECS drawn in favour of Accounts Officer (Cash), O/o CGMT, BSNL, Trivandrum payable at Trivandrum. The scanned copies of the Payment receipt towards BID security/EMD, Cost of bid document has to be uploaded in the e-Tender Portal. The bidders who fail to submit URN number shall not be able to avail the benefits available to MSE (Micro & Small Enterprise) as contained in Public procurement policy for MSEs order, 2012 and its latest amendments issued by MSME.
- 1.10** The successful bidder including MSE bidder shall pay 5 % of the tender approved value in the form of NEFT /Insurance Security Bond /DD/PBG/Online Payment in favor of the AO (Cash), O/o the CGMT, BSNL, Trivandrum towards the Performance security as per the letter of intent. The PBG should be valid for eighteen months from the date of issue of LOI. The bidder will also submit APO and material security (BG) as per letter of intent.
- 1.11** If the bidder registered under Single Point Registration Scheme of MSME/UDHYAM claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

2.0 Deleted

Assistant General Manager (Tender)
O/o CGMT, BSNL
1st Floor, Door Sanchar Bhavan

Appendix-1 of SECTION – 1

Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority and the competent authority for the purpose of registration as per applicability of Rule 144(xi) of the **General Financial Rules (GFRs) 2017 shall be the registration committee constituted by the Department for Promotion of Industry and Internal Trade.**
- II. Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India" for the purpose of this Order means
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a Country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means
Explanation:
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts).
- VII. Bidder is required to submit certificate as under in pursuant to Rule 144(xi) GFR 2017.
" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I Certify that this bidder is not from such a country or, if from such a country, has been registered with Competent Authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered."
[Evidence of valid registration by the Competent Authority shall be attached]
- VIII. Bidder(s) should have valid registration (in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017) at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during the contract execution.

----- END OF SECTION-I -----

SECTION II

BID FORM

File No. KRLCO-23/11(19)/37/2024-MM

To

The Chief General Manager Telecom,

BSNL, Kerala Circle.

Dear Sir,

Having examined the terms & conditions of bid document and the specifications including Addendum/Corrigendum (if any), the receipt of which is hereby duly acknowledged, we, the undersigned, hereby submit our offer to execute the work of Overhead Optical Fiber Cable Maintenance and Rehabilitation works in Ernakulam BA, for Zones (Zone no is to be given) stipulated against this NIT in conformity with said drawings, terms & conditions of contract and specifications.

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

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

We agree to abide by this Bid for a period of 150 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated this day of (the year)

Signature of Authorized Signatory

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

----- **END OF SECTION-II** -----

Read, understood & complied

Signature of the bidder

SECTION III

TENDERER'S PROFILE

General:

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

(a) Shri/Smt_____

(b) DSC Issuing Agency.....

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

3. Address of the firm

.....

.....

4. Correspondence Address

.....

.....

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

6. Mobile No: ----- email-id:-----

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

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

(i) Proprietorship (ii) Partnership (iii) Private Limited (iv) Public Limited

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

8. Name of Proprietor/Partners/Directors

.....

.....

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

Tender for Ariel OF Cable Maintenance Works in Ernakulam BA of Kerala Circle

9. Tenderer's Bank Details:

- a. Name of Bank.....
- b. Name of Branch.....City.....
- c. Branch Code.....
- d. IFSC Code.....

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

11. EPF registration number.

12. ESI registration number.....

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

14. Whether Micro or Small Enterprises (MSEs)? (Yes/No): If yes, the purpose of Business for which registered.

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

Monetary Limit.....

Type of Work

15. Infrastructural capabilities of the bidder:

.....
.....
.....

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

----- **END OF SECTION-III** -----

Section IV

Instruction to Bidders

A. INTRODUCTION:

4.1 DEFINITIONS

a. President of India: The President of India means the President of India and his successors.

b. Government of India: The Government or Government of India shall mean the President of India.

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

All references of: Department, Chief General Manager Principal General Manager, Sr. General Manager/ General Manager, Addl. General Manager/ Joint General Manager/ Deputy General Manager / Deputy General Manager (Projects) Divisional Engineer /Divisional Engineer (Projects), Sub Divisional Engineer/ Junior Telecom Officer/ Chief Accounts Officer/ Accounts Officer/ Junior Accounts Officer including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an enterprise, under the Ministry of Communications and Information Technology, Government of India.

d. The jurisdiction of GM Telecom, of one BA shall mean the territorial area under his control for the purpose of administration and management of the projects and other associated functions.

e. Representative of GMT means Officer and staff under his control for the time being deputed for supervising the work or testing etc.

f. Engineer – in – charge: The Engineer – in – charge means the Engineering Officer nominated by the GM/Addl.GM/ DGM to supervise the work, under the contract. (Minimum Divisional Engineer level officer to be nominated while approving the work order).

g. Site Engineer: Site Engineer shall mean JTO/SDE of the BSNL who may be placed by the work order issuing authority for supervising the work.

h. A/T Unit: A/T unit shall mean Acceptance and testing unit of the BSNL.

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

j. The words bidder and tenderer have been used interchangeably.

k. Contract: The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the

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

l. Contractor: The contractor shall mean the individual, firm or company, approved to undertake the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

m. 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.

n. 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.

o. 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.

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

q. Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time. The EOT may be with/without Liquidated damages as may be decided by the competent authority.

r. Date of Commencement of work: For maintenance work the work should be started immediately on receipt of information of OFC fault (Oral/SMS/Whatsapp/written/ Email), and immediately docket to be raised in the Transnet system. Based on the Faults booked in the Transnet, DE Transmission may issue Work orders subdivision wise and faults should be rectified within 4 hours of reporting. 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.

s. 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

t. Expected risk: Expected risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

u. Extra work: as used herein any work or compliance with any requirements, other than a change, which is not expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

v. Deleted

4.2 ELIGIBILITY OF BIDDERS:-

- (a) **The tenderer who possess an experience of UG/Ariel OF cable Maintenance works for minimum one year in last 5 years**

OR

should have executed minimum 100 Kms of UG/Ariel OFC laying, altogether in last 5 years in any DOT/BSNL / MTNL / any licensed service provider / state government / other TSPs. The experience certificate showing the quantity/quantum of work executed, issued by the Divisional Engineer/AGM of BSNL/MTNL/DOT or officer of equivalent rank and above of Central or State PSU or a Senior Executive of the licensed service provider are acceptable.

- (b) **The bidder shall have minimum annual turnover for an amount equal to at least 30% of total estimated cost shown against each package of work put to tender during any**

two years separately in last 5 financial years.

- (c) The bidder should comply with the eligibility with respect to **Preference to Make in India** as per GOI order no P-45021/2/2017- PP (BE-II), dated 16-09-2020 wherever applicable.
- (d) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per OM No.6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 imposing restrictions under Rule 144(xi) of the General Financial rules (GFRs) 2017 on the grounds of Defense of India and National Security for Information and compliance. (Pl refer to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum F.No. 6/18/2019-PPD, dated 23rd July,2020 &24th July, 2020 for more details) Bidders comply with this order in all respects will be considered for placing orders. Non-compliance of this order will result in rejection of bid at evaluation stage itself.)
- (e) The Bidder must be Indian registered Company under Companies Act 1956/2013 or a Firm/proprietorship registered under applicable Acts and ready for doing business with BSNL.
- (f) The tenderer whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in Annexure-A.
- (g) Bidder should have the valid EPF registration certificate on the date of issue of NIT.
- (h) Bidder should have valid ESI registration certificate.
- (i) Bidder should have valid GSTIN registration certificate.
- (j) The bidder should have Valid PAN No.
- (k) A self declaration that the bidder is not black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/ any other Govt. (Central/State) undertaking / other TSPs as the case may be.
- (l) All the documents as listed out in Section XX should be uploaded in the E-Tender portal, No physical copy of the same will be accepted.
- (m) Integrity Pact: Integrity Pact programme if implemented for this tender (Applicable for tender's estimated value exceeding threshold of Rs. 10.0 Crores as per letter No.CA/MMT/15-2/2014/Pt. dated 13.01.2020. Performa available as APPENDIX-II of Section IV), signing of Integrity pact is mandatory for the purchaser and bidder on plain paper as per the proforma. To oversee the implementation of Integrity Pact Programme IEMs have been appointed by BSNL Corporate office which is available at http://tender.bsnl.co.in/bsnltenders/pdf/IEM%20appointment-letter_1.pdf. **Not**

Applicable for this Tender****

Note 1: The experience certificate for carrying out the works should be in the prescribed pro-forma(as per section XIV Annexure B) and the certificate should be under the signature of Asst.GM/DDO or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ TCIL/ ITI/ Rites/ HCL/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking or / other TSPs the case may be.

Copy of work order/Invoices will not be considered as experience certificate

Note 2: Of late, big Govt. contracts are being carried out by the Public Sector Undertakings mentioned herein through a chain of contractors. In such case, the experience certificate, if issued, in favor of a contractor, in the chain, by such PSUs in the prescribed format shall be acceptable.

Note 3: Last 5 years will be counted up to the date of issue of NIT.

Note 4: Bidders will be required to support claims of their financial qualification through their audited financial statements & turnover certificate both duly certified by their CA. Existing BSNL contractors can submit bill extract certified by AO of concerned BA instead of turnover certificate.

Note 5: In case, bidder gets black-listed during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.

B. THE BID DOCUMENT

4.3 BID DOCUMENT:

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

Part-A (Qualifying Bid):

- a) Notice Inviting Tender
- b) Bid form
- c) Tenderer's Profile
- d) Instruction to Bidders
- e) General (commercial) conditions of the contract
- f) E-tendering Instructions to Bidders
- g) Special Conditions of Contract
- h) Important Instruction
- i) Scope of Work and jurisdiction of the contract
- j) Letter to refund EMD and Pre receipt
- k) OF Cable Construction Specifications
- l) Performa of Agreement
- m) Optical Fiber Cable Specification Manual (Section- XIII)
- n) Scanned copy of all Annexure A to K to be submit as per NIT in the prescribed pro-forma
- o) Standard Schedule Of Rates for OH OFC Maintenance Works (Section XVII Part-I & Part-II)

Part-B (Financial Bid) - ONLINE SUBMISSION ONLY

Schedule for Quoting the Rates (Section-XVII Part I & Part II)

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

4.4 QUERIES ON BID DOCUMENT:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the tender issuing authority in writing at the e-mail id indicated in the NIT for Bids. It may be appreciated that such communications is preferably done through e-mail only as any other mode of communications may result in delay for which BSNL shall not be responsible. The tender issuing authority shall respond in writing, to the same e-mail id, to any request for clarification of the Bid Documents, which it receives not later than 14 days prior to the date

of opening of the bids. Copies of such queries (without identifying the source) and the clarifications, if any, by the tender issuing authority shall be placed on e-tendering web-site (<https://etenders.gov.in/eprocure/app>) and notified in the web site www.kerala.bsnl.co.in in form of Addendum/Corrigendum and all such clarifications issued by the tender issuing authority will form part of the bid document.

4.5 AMENDMENT OF BID DOCUMENT:

At any time, prior to the date for submission of bids, the tender issuing authority may, for any reason whether suo moto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments. Queries/clarifications sought up to fourteen days prior to date of bid submission shall be entertained.

The amendments shall be uploaded on e-tendering portal. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the tender issuing authority may, at its discretion, extend the deadline for the submission/opening of bids suitably.

4.6 All the amendments/corrigendum/addenda/extension of date(s) shall be published only on e-tendering website i.e (<https://etenders.gov.in/eprocure/app>). Therefore, the prospective bidders are advised to visit the website regularly.

PREPARATION OF BIDS

4.7 Cost of Bidding:

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

4.8 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The bidder shall submit the documents online on the e-tender portal (along with the Qualifying Bid) for establishing the bidder's eligibility which are mandatory:

4.9 OFF LINE SUBMISSION:

- a) Tender Fee & EMD, if applicable, is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. However, scanned copies of the following documents (which ever applicable) are to be mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage.
 - i) Bank Transaction details with UTR Number towards the successful epayment for Tender Fee/ EMD
 - ii) DD/ Insurance Security Bond/ NEFT or Bank Guarantee (if applicable)
 - iii) valid MSE Certificate /Udyam Registration certificate(for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD)

Originals of bank instruments such as DD or EMBG towards Tender Fee, EMD/ Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder to “Assistant General Manager (Tender), Office of the Chief General Manager Telecom Doorsanchar Bhavan, PMG Junction Vikas Bhavan PO, Thiruvananthapuram – 695 033” on any date before or within 5 days of bid submission end date(as per clause 1.3) failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.

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

Further, if the required originals of bank instruments for Tender Fee, EMD/Bid Security (if not submitted through e-payment mode), whose scanned copies are uploaded by bidder & available in 1st electronic Envelope i.e. Technical Envelope, are not received within the stipulated time (any date before or within 5 days of bid submission end date) or any discrepancy found in the original offline document, the same will be brought to the notice of CET/TEC without any delay by the tender inviting sections.

Self attested copy of all mentioned documents as per Clause XX are required to be uploaded along with the online bid otherwise bid will be liable to be rejected.

Note:

- a) The successful tenderer has to submit the attested copy of the Labour License, if applicable (to be ascertained by him), within one month of signing the agreement which should remain valid through the entire period of the agreement.

**One month period can be extended further by one month/specified duration subject to genuine and special reason submitted by the contractor with proof requesting for additional one month. Copy of Labour License certificate, if not available declaration that it will be produced at the time of commencement of work.*

- b) Tender document(s), duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

- c) A mandatory undertaking from MSE bidders regarding declaration of UAM number on CPPP.

4.10 BID SECURITY:

- a. The bidder shall furnish a bid security for an amount as specified under the Notice Inviting Tender page of this tender document. No interest shall be paid by BSNL on the bid security for any period, whatsoever.
- b. The bid security is required to protect BSNL against the risk of bidder’s conduct, which would warrant the security’s forfeiture, pursuant to para ‘g’.
- c. Bid Security shall be paid in the form DD/ NEFT/ Insurance Security Bond /Online Bank transfer/EMBG shall be drawn from any Nationalized/Scheduled Bank in favor of AO(Cash), O/o CGMT, BSNL, Trivandrum - 695033 and payable at Trivandrum

- d. A bid not secured in accordance with Para a & c shall be rejected by BSNL as non responsive.
- e. The bid security of the unsuccessful bidder will be refunded as promptly as possible after finalization of the contract but not later than 30 days after the expiry of the period of bid validity prescribed by BSNL.
- f. The successful bidder's bid security may be converted to part of performance security deposit in accordance with the relevant Clause.
- g. The Bid security shall be forfeited;
 - i) If a bidder withdraws his bid during the period of bid validity specified in the bid document or
 - ii) If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL or
 - iii) In case of a successful bidder, if the bidder fails: (i) to sign the agreement in accordance with Clause 4.41(b) of Section IV or (ii) to furnish material security in accordance with Clause 5.5 (a) of Section V or (iii) to observe material terms and conditions stipulated in the document including mandatory/ statutory/ legal requirements eg. Labour, Taxation laws etc.

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

- a. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium.
- b. The enlistment certificate issued by MSME/UDHYAM should be valid on the date of opening of tender.
- c. MSE unit is required to submit its monthly delivery schedule.
- d. If a vender with certificate issued by MSME/UDHYAM claiming concessional benefits (Exemption from Tender cost and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the issue of such order.
- e. MSE (Micro and small enterprises) bidder should declare Udyam registration certificate number on CPPP portal. The bidders who also fail to submit registration certificate number shall not be able to avail the benefits (Exemption from Tender cost and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by Ministry of MSME. A mandatory undertaking from MSE bidders regarding declaration of registration certificate number on CPPP to be obtained.

4.12 BID PRICES:

- a. The bidder shall give the total composite price inclusive of all levies and taxes, transportation, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies but exclusive of Goods and service tax in case of works to be executed. Goods and Service tax shall be paid extra, if applicable. The contractor shall be responsible for loading/unloading and transporting the materials, to be supplied by the BSNL from any BSNL store / Telecom factory to the work site. The charges on this account shall be regulated as per the rates in Standard Schedule of Rates (SOR). The offer shall be firm in Indian Rupees.
- b. **Prices shall be quoted by the bidder in the schedule of quoting rates (Financial Bid) as percentage below / above / at par the standard schedule of rates in Section XVII Part-II. Prices quoted at any other place shall not be considered.**

Quoted rates shall be inclusive of all charges and levies but exclusive of Goods and Service Tax (GST) which shall be paid extra as applicable.

- c. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- d. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of quoting rates (Financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting.

PERIOD OF VALIDITY OF BIDS:

4.13 Bid shall remain valid for 150 days from date of opening of the bid (Qualifying Bid).

A Bid valid for a shorter period shall be rejected by BSNL as non-responsive.

4.14 In exceptional circumstances, the tendering authority may request the consent of the bidder for an extension to the period of bid validity for a period of up to 120 days. The request and the response thereto shall be made in writing. The bid security provided under clause 4.10 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.

SIGNING OF BID:

4.15 The bidder shall prepare, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

4.16 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

4.17 Power of Attorney:

(a) The power of attorney, in case person other than the sole proprietor/ authorized signatory has signed the tender document, shall be on a non-judicial stamp paper of Rs. 200/- and should be attested by the Notary Public or same should be registered before the sub registrar.

If requested by the tendering authority, the power of attorney in original should be produced for verification, in the event of the bidder become eligible for awarding the work.

(b) The power of Attorney in original is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ institution/ Body corporate.

(c) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

(d) Attestation of the specimen signature of such authorized signatory of the bid by the Company's/Firm's bankers shall be furnished. Name, designation, phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

(e) In case the representative of bidder company who uploads the document on e- tender

portal using his Digital Signature Certificate (DSC) is different from the authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e- tender portal using DSC issued in his name shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorised signatory for the bid.

SUBMISSION OF BIDS

4.18 Method of Preparation & Submission of Bids in e-Tendering System:

Bid should be submitted in the following manner:

4.19 Documents to be submitted-

All the documents in **Qualifying Bid -Part-A** and **Financial Bid-Part-B** as mentioned in clause 4.3 of this section are to be uploaded in the e tender portal including proof of deposit of EMD, Cost of Tender document which may be deposited by way of DD/ Insurance Security Bond /NEFT/Bank Guarantee/online payment.

The **mandatory documents to be submitted offline** Documents as per clause 4.9 should be submitted in an envelope. The envelope must be super scribed as below and shall be sent by Registered post/courier. Timely submission of the same should be ensured by the bidder. BSNL shall not be responsible for any delay in delivery of such documents.

'Envelope for BID security, Tender cost &Authorization'

**File No. KRLCO-23/11(19)/37/2024-MM "Tender for Ariel Optical Fiber Cable
Maintenance and Rehabilitation Works in Ernakulam BA"**

To

Assistant General Manager (Tender)
O/o CGMT, BSNL,
Trivandrum 695033
Tel No.0471- 2523878

From-

.....
.....

4.20 The Tender which is not accompanied by the financial instrument showing the payment done for cost of Tender document and EMD shall be summarily rejected. However MSE bidders having valid MSME/UDHYAM registration certificate are exempted from the payment of Cost of Tender document / EMD.

4.21 Submission of Bids on e-tendering website-

The bidder shall upload his bid for this tender in two separate folders marked as 'Qualifying Bid', and 'Financial Bid'.

The bid folders shall contain the documents as given below-

- a) **'Qualifying Bid' folder** -The scanned documents in electronic form as per clause 4.10 of Section IV must be uploaded in this folder.
- b) **'Financial Bid' folder-** The Rates duly quoted in the prescribed format as per

Section XVIII shall be uploaded in the CPP Portal.

4.22 The tenders which are not submitted in the above mentioned manner shall be summarily rejected.

4.23 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

4.24 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted.

4.25 LATE BIDS:

Tenders shall not be accepted online after the specified date and time of closing of the tender. It is the sole responsibility of the tenderer that he should ensure timely online submission of tender and in the manner as prescribed on the e-tendering website. The time settings fixed in the server side & displayed at the top of the e-tendering site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

4.26 Post Bid submission: No documents post bid submission shall be entertained/taken. Any deficient bid in this regard may be summarily rejected. However, if TEC desires to have any additional documents/clarifications on the submitted bid documents may be sought to examine and evaluate the bid, same may be accepted.

MODIFICATIONS AND WITHDRAWAL OF BIDS:

4.27 The bidder may modify or withdraw his bid before the due date and time of submission in the manner as prescribed on the e-tendering website.

4.28 No bid can be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION:

4.29 Opening of bids by the BSNL:

4.30.1 The Physical Envelope marked as '**Bid Security, Tender cost & Authorization Envelope**' shall be opened first and examined by the designated Tender Opening Committee (TOC) of BSNL. The TOC shall ascertain that the documents submitted in the physical envelope meet the requirements of eligibility for opening the qualifying bid of a bidder for this tender. TOC shall open and download the Qualifying Bids online after the due date and time by logging into the e-tender portal. The bidders who's Physical Envelopes not received on the date of opening will be provisionally opened and downloaded from the E tender portal. Later on if the hard copy either received within 5 days from the date of opening is not in order or received later than the date specified in clause 4.9 such bid will be summarily rejected.

4.30.2 The bid opening committee shall count the number of bids downloaded from the e-tendering portal and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members of TOC shall initial on all the bids downloaded with date.

4.30.3 After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members and TOC should prepare and submit TOC report.

4.30.4 The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of

evaluation after approval by the competent authority shall be uploaded on the E-tender portal for information of all concerned clearly mentioning the qualified bidders and not qualified bidders (with reasons for non qualification)

4.30.5 The FINANCIAL BID shall be opened in the following manner:

- i) The folder marked “**Financial Bid**”, will be opened only for those bidders who have been found eligible after evaluation of Qualifying Bids.
- ii) The date and time of opening of Financial Bid shall be notified on e-tendering portal for information of all the bidders.
- iii) After opening the “Financial Bid” the TOC shall prepare the report containing the bidder’s name, bid prices, etc.
- iv) In case there is a discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quoted rates in words shall prevail.

4.30 CLARIFICATION OF BIDS BY THE BSNL:

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

4.31 VERIFICATION OF BIDS BY THE BSNL

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

4.32 PRELIMINARY EVALUATION:

- a) BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not attest the correction of the errors with full signature, his bid shall be rejected.
- c) Financial bid will be opened only of those bidders whose bids are technically qualified.
- d) Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations.
- e) A bid, determined as substantially non responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- f) The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

4.33 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- a) The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive.

- b) The evaluation and comparison of responsive bids shall be done Package wise/Zone wise on the basis of lowest Net Cost to BSNL on the rate quoted individually in terms with the conditions prescribed above **excluding GST** for all the activities together as given in financial bid /BoQ (Section XVIII) . Bidder quoting the lowest rates for all the activities together as given in financial bid /BOQ will be L-1 for this tender.

4.34 CONTACTING THE BSNL:

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

AWARD OF CONTRACT & DISTRIBUTION OF WORK:

4.35 The BSNL shall consider award of contract only to L-1 bidder Zone wise/Division whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes **the lowest rates for all the activities together as given in financial bid /BOQ.**

4.36 If there are two or more Tenderer at the same rates, the tenderer having highest experience in last 5 years period shall precede to the one having lower experience while deciding ranking for considering for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out accordingly.

4.37 BSNL'S RIGHT TO VARY QUANTUM OF WORK:

The quantity stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions. However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to 50% of contract value with prior approval of the competent authority of BSNL after recording adequate reasons and justification for *the same*". In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

4.38 Liability :

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

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

The BSNL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any

reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action.

4.40 ISSUE OF LETTER OF INTENT:

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

4.41 SIGNING OF AGREEMENT:

Once the tender is approved by the competent authority and Letter of Intent (LoI) is issued;

- a) The bidder shall, within 14 days of issue of letter of intent, give acceptance along with Performance security in the form of DD/Bank Guarantee/ Online Payment/NEFT in conformity with clause 5.6 of Section V and Material Security in the form of Bank Guaranty (BG) /FDR in conformity with clause 5.5 of Section V. However, Tender Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought are deemed fit.
- b) The bidder shall submit a signed agreement in the proforma as in Section XI of this document.

4.42 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of relevant clauses shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids

4.43 Security Clause

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

4.45 ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT: In case of default by Bidder(s)/Vendor(s) such as failure to perform any other obligation (s) under the contract and OR any other default as listed below, purchaser will take action as specified in Appendix-1 of Section –IV.

action as specified in Appendix-1 of Section IV.

Appendix-1 to Section IV (Instruction to Bidders)		
Sl.No:	Defaults of the bidder / vendor	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) 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 nonacceptance 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.	
Note 1:- However, in this case the performance guarantee if alright will not be forfeited.		
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		

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

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2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from his duties & responsibilities for functioning in discharge of 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.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/WO. /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) 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 promise to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) 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.	i) If the material is not at all acceptable, then return the nonacceptable material (or its part) & acceptable, then return the nonacceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) 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.

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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).	i) If the material is not at all acceptable, then return the nonacceptable material (or its part) & acceptable, then return the nonacceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) 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 iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) 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) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL. 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. 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) Under takes any action that affects/ endangers the security of India.	

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8	<p>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>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. 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). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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>
	<p>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>	<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. 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). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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 If the vendor does not return/ refuses to return BSNL's dues:</p>

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10	If the vendor does not return/refuses to return BSNL's dues	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator. any.	i) Termination of contract, if any ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) 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) 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.	
	(b) If the vendor/ supplier fails to execute a contract or fails to the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

APPENDIX-II to Section IV (Instruction to Bidders)

(To be submitted on Plain Paper)

INTEGRITY PACT (If applicable)

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"

and

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
------. The Principal values full compliance with all relevant laws and regulations, and the economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally

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entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under **Indian Penal Code(IPC) / Prevention of Corruption(PC) Act.**

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.

(f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to independent External Monitors(IEMs) and shall wait for the decision in the matter.

(g) To disclose and transgression with any other company that may impinge on the anti corruption principle.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in BSNL Procurement manual, which is in-force on the date of publication of tender.

Section 4 – Compensation for Damages

(i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee(PBG) in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

(i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.

(ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.

(iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/She reports to the CMD BSNL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The monitor is under contractual obligation to treat the information and documents of the bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The monitor has also signed declaration on “Non Disclosure of Confidential Information” and of “Absence of conflict of Interest”.

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In case of any conflict of interest arising at a later date, the independent External Monitor (IEM) shall inform CMD BSNL and rescue himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

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For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

----- **END OF SECTION-IV** -----

SECTION V

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

5.1 APPLICATION:

The General conditions shall apply in contracts made by the BSNL for the execution of Maintenance and Rehabilitation of OF Cable and Associated works by Overhead laying and optical fiber cable splicing works etc.

5.2 STANDARDS:

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

The Bid schedule shall be read in conjunction with construction specifications, instructions to Bidders and conditions of Contract and the Bidder/Contractor shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Contractor by careful examination satisfied himself to the nature and the location of work, the configuration of the ground the site conditions and facilities needed preliminary to and during the execution of work, the general and local conditions, the labor conditions prevailing thereof, the detailed descriptions of the work to be done and the way in which they are to be carried out within the time schedule and all other matter which can in any way affect the works under the Contract before giving his tendered rates. The specifications for the entire work are to be read together and not in isolation.

Work in each route (or part thereof, if awarded so), will be treated as a separate work covered by this contract. However, if the tenderer is awarded work simultaneously in more than one route, the tenderer should have enough capacity and resources to carry out the work simultaneously in all the routes awarded to him.

Tenderers who are confident of ensuring the progress of the work in the time stipulated in NIT, by employing the required resources, men and materials may only participate in this tender offer. The attention of the Tenderer is specifically drawn to the conditions regarding realization of Compensation for delay and slow progress, which may be strictly enforced by the Divisional Engineer/AGM as stipulated in the relevant clauses.

It is to be specifically noted that, the “BSNL” wants the work to be done simultaneously in as many routes as possible, so that the maintenance/ rehabilitation work can be completed in the shortest possible time.

5.3 PRICES:

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

5.4 SUBCONTRACTS:

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

SECURITY DEPOSIT:

5.5 MATERIAL SECURITY :

- a) The Successful tenderer will have to deposit material security for Rs. 2 lakhs (Rupees Two Lakhs only) **for each packages separately** in the form of Bank Guarantee valid up to 18 months from a scheduled bank and in the **material security bond form** provided in Section-X of the bid document. Material security can also be submitted in the form of **Crossed Demand Draft /FDR** drawn in favor of AO Cash, BSNL in the similar manner as specified for EMD, and mentioned in NIT/ Section I. The Material security will be a non-interest bearing deposit, for any period what so ever.
- b) The contractor at any point of time will not be issued stores costing more than materials 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 GM Ernakulam shall be final and binding.
- c) The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to 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 "Engineer-In-Charge".

5.6 Performance security:

- a) **The successful bidder including MSE bidder shall submit an amount equivalent to 5% of the tender approved value as security deposit by way of Demand Draft/ Insurance Security Bond/NEFT/PBG/Online payment receipt within 14 days from the date of issue of LOI, in favor of Account Officer (Cash), O/o CGMT, BSNL, Trivandrum from any scheduled bank in India. The PBG should be valid for eighteen months from the date of contract and should be renewed till the date of completion of work. Another 5% will be deducted from the running/final bills so that the total security deposit will be equal to 10% (Ten percent) of the approved tender value.**
- b) Deleted
- c) The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
- d) If there are recoveries to be made, Contractor shall deposit the money before the release of PSD and in failure to do so, recovery will be effected from the PSD amount and the balance amount, if any, after adjustment of recoveries, will be refunded to the bidder.
- e) It is the responsibility of the vendor to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PSD as the case may be.
- f) The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract and warranty obligations.
- g) No interest will be paid to the contractor on the security deposit.

5.7 UNCLAIMED SECURITY DEPOSIT: Security Deposit(s) that is (are) due for refund to the Contractor/Supplier and remain unclaimed for three years after its/their refund become(s) admissible (for instance, after the contractor/supplier fulfils his contract)

shall be dealt with in accordance with the provisions contained in the rules of the BSNL.

5.8 ISSUE OF WORK ORDERS AND TIME LIMIT:

- i) Work will be executed by way of issuing work orders. Work orders may be issued (1) General work order for maintenance and rehabilitation activities for a period as specified in the work tender and. The system/network has to be restored in 4Hrs for maintenance works.
- ii) The work orders for OF cable Maintenance shall be issued by the competent authority of BSNL after Pro-forma work and examining the technical and planning details of the works to be executed. For maintenance work the work should be started immediately on receipt of information of OFC fault by Oral/SMS/Whatsapp or any messenger app/written/Email. The concerned JTO/SDE in charge immediately raise docket in the Transnet system and ensure that same closed soon after fault rectification. Based on the Faults booked in the Transnet, DE Transmission may issue Firm Work orders Zone/Division wise. Fault restoration work should be completed within 6 hours in all respects after the system made up.
- iii) If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of a Deputy General Manager.
- iv) The competent authority of BSNL shall mention the time limit to execute the work order after seeing the quantum of work and store availability.
- v) BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or GMT Ernakulam BA
- vi) The Contractor shall not undertake or make any change or do any work under this contract unless he has received instructions from Divisional Engineer-in-charge except for Maintenance work.

5.9 RESPONSE AND RESTORATION TIME

- a. **Time to restore (TTR) for BSNL OFC faults will be: 4 Hours.**
The **Time to restore** starts from the moment the information of OFC fault (Oral/SMS/whatsapp/written/Email etc.) communicated to the vendor.
- b. If the fault is not restored within TTR, penalty of Rs.100/- hour for the first two hours of delay and then Rs 200/- per hour after the expiry of TTR will be imposed.
- c. If the fault is restored on temporary basis, its permanent restoration should be carried out within three days or earlier.
- d. If the permanent restoration work is not carried out within the stipulated time mentioned in the work order, without intimating the valid reason in writing or email to the concerned AGM/Divisional Engineer, penalty of Rs. 500/- per day will be levied.
- e. Maximum penalty will be 12% of amount specified in the work order. However, In case of undue delay in rectification of OFC breaks leading to disruption of services and increased TTR, BSNL reserves the right to rectify the fault at the risk and cost of the Contractor.
- f. Response time is the time taken by the Contractor to mobilize (set in Motion) all the necessary resources (like materials, labour and equipment) required for executing the preventive or Corrective Maintenance. The Agency should promptly mobilize the resources on reporting of fault by BSNL.

- g. Deleted
- h. In order to rectify the faults within minimum duration, BSNL's instrument depending on availability shall be provided to the contractor with request of the contractor. An amount of 20% of the splicing charges at Section XVII Part I (serial number-4) shall be deducted for each occurrence in the case of usage of BSNL's instrument.
- i. Deleted
- j. EXTENSION OF THE TIME LIMIT:

5.10 General: *Deleted*

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

- 5.11** There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT), on account of which, he desires such extension, on the same day of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of OF cable maintenance) with his detailed report. The competent authority is empowered to grant extension of time for completion of work on certain conditions. The competent authority shall exercise such powers, if the following conditions are satisfied.
- a) The application contains the ground(s), which hindered the contractor in execution of work.
 - b) The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
 - c) The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
 - d) The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges, shall be issued under the signature of JAG level Telecom Officer (DGM Level) competent to grant the extension of time.
 - e) The competent authority shall grant EOT with time period for completion of work clearly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-in-charge.
 - f) **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.**

Grant of Extension of Time without Applications

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

MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:

Measurement:

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

5.14 Responsibility of taking and recording measurements:

The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100%/50% of measurements respectively. The Divisional Engineer shall be responsible for conducting test check of 20% of measurements.

5.15 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.

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

5.17 Deleted

Inspection and Quality Control:

5.18 The Quality of Works: The importance of quality of Optical Fibre Cable Maintenance works cannot be over-emphasized. The quality and availability of long distance media, efficiency of the reliable media connectivity to exchanges and success of new concept of overlay access network depends upon quality of laying of Optical Fibre Cable. Further, the OF cables are vulnerable to damages due to work of other agencies.

5.19 It is imperative that the contractor(s) is/are fully conversant with the maintenance 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 in construction/maintenance 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.

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

5.21 In addition to Acceptance Testing being carried out by A.T. Wing and supervision by Constructions/ Maintenance Officers, all works at all times shall be open to inspection of the department. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

5.22 Site Order Book: The site order book is one of the primary records to be maintained by the JTO/SDE supervising the work during the course of execution of works. The noting made

by officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the Site order book. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

5.23 Testing and Acceptance Testing: The work shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

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

5.25 Deleted

5.26 WARRANTY:

Deleted

5.27 Deleted.

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

5.29 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

5.30 The security deposit of the contractor shall not be refunded before the expiry of twelve months in case of works costing more than Rs. 10 lakhs, and six months in case of works costing less than Rs. 10 lakhs, after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

AUDIT AND TECHNICAL EXAMINATION:

5.31 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

Tender for Ariel OF Cable Maintenance Works in Ernakulam BA of Kerala Circle

final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under payment shall be duly paid by BSNL to the contractor.

5.32 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **Competent Authority** or his subordinate officer.

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

PAYMENT TERMS:

5.34 All bills are to be submitted to the claim office in the Circle Office.

5.35 Deleted

5.43 Deleted

5.44 Deleted

5.45 Deleted

5.46 Deleted

5.47 Procedure for Preparation and settlement of Maintenance work bills

The bill should be submitted on monthly basis along with the following:

1. GST Declaration.
2. Transnet Fault Docket Nos for each fault to be mentioned in the work orders. Based on the Work orders issued by DE Transmission, ERP PR/PO/SES number to be created by respective OF subdivision in-charge.
3. Self attested copy of the EPF/ESI Payment details certified by Divisional engineer.
4. Material reconciliation statement
Instead of writing M-book, in the maintenance bills SOR detailed description, qty, rates are to be mentioned with necessary satisfactory certificates and pass order. **M-book and AT are not required for break down works.**
5. Deleted
6. Copy of the Monthly EPF & ESI Deposit Challan have to be submitted by the contractor along with the bills if applicable

Invoice Proforma for Maintenance

Sl No	Work Order No & Date	Details of Works	Qty	Rate in Rs.	Amount in Rs
1					
2					
	Total				

Invoice Proforma for supplying of Materials

Sl no	Work Order No	Description of materials supplied	Qty	Rate in Rs.	Amount in Rs
1					
2					
	Total				

Procedure for payment for substandard works:

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

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

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

5.51 Authority and Procedure to accept substandard work and payment thereof: There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the GMT Ernakulam, the items in question will not materially deteriorate the quality of service provided by the construction, Tender Issuing Authority shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving substandard items of work, as Chairman and one SDE and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.

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

5.53 No claim for delayed payment due to dispute etc: No claim for interest or damage will be

entertained or be payable by the BSNL in respect of any amount or balance which may be lying with the BSNL owing to any dispute, difference or misunderstanding between the parties or in respect of any delay or omission on the part of the Engineer in charge in making intermediate or final payments or in any other respect whatsoever.

DISPOSAL OF EMPTY CABLE DRUMS:

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

LIQUIDATED DAMAGES/PENALTY CLAUSE:

5.59 Liquidated Damages clause for Delays in the contractor's performance in the case of Maintenance Works:

(a) Time to restore (TTR) for BSNL OFC faults will be: 4 Hours.

The time starts from the moment the information of OFC fault (Oral/SMS/whatsapp/written/Email etc.) communicated to the vendor.

- (b) If the circuit is not restored/made up within TTR, penalty of Rs.100/- per hour for the first two hours of delay and then Rs 200/- per hour after the expiry of TTR will be imposed.
- (c) If the fault is restored on temporary basis, its permanent restoration should be carried out within three days or earlier.
- (d) If the permanent restoration work is not carried out within the stipulated time mentioned in the work order, without intimating the valid reason in writing or email to the concerned AGM/Divisional Engineer, penalty of Rs. 500/- per day will be levied.
- (e) Maximum penalty will **be 12% of amount** specified in the work order. However, In case of undue delay in rectification of OFC breaks leading to disruption of services and increased TTR, BSNL reserve the right to rectify the fault at the risk and cost of the Contractor.
- (f) Deleted
- (g) Deleted
- (h) On any date, the penalty payable as above, reaches 12% (percent) of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be at the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer.

5.60 Deleted

5.61 Deleted

5.62 Deleted

5.63 Deleted

5.64 The **GMT Ernakulam** reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order or as the time permitted by the competent authority.

Penalty for causing inconvenience to the Public:

5.65 Deleted.

5.66 Deleted.

5.67 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt. /public place, which may cause inconvenience to Govt. /Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit, also recover the amount fixed in this contract for empty cable drums/waste materials from the bill/security deposit/ along with the costs incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty up to Rupees 1000/- only for each such default/incident.

5.68 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 the GMT Ernakulam shall be final and binding.

Penalty for cutting / damaging the old cable:

5.69 Penalty for cutting/damaging the old cable:

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

Size of existing UG cable Cut/damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs. 3,000.00 (Rupees Three Thousand only)
Above 100 pairs & upto 400 pairs	Rs. 5,000.00 (Rupees Five thousand only)
Above 400 pairs	Rs. 10,000.00 (Rupees Ten thousand only)

In the case of rectifying the cut/damage by the contractor within 2 hrs, penalty shall be 30% and for rectification within 2 to 4 hrs then penalty shall be 50% of above.

For **OF Cable**, penalty for cut/damage will be as below:

Type of cable Cut/damaged	Charges per fault for penalty and Compensation
OF Cable of any size	Rs 50,000.00 (Fifty thousand)

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

5.70 **Penalty to damage stores/materials supplied by the BSNL while laying:** The contractor while taking delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if any

material is found damaged/working unsatisfactorily, then a penalty equivalent to the cost of material + 10% as penalty shall be recovered from the contractor's payments/securities. However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

5.71 Penalty to damage the underground installation of other agencies:

Damage caused to any other utilities the contractor shall be held fully responsible. The damage charges whatever claimed by the affected agency shall be borne by the Contractor. To this effect the amount shall be deducted from his bills / Security deposit or any other amount with BSNL.

5.73 Deleted:

Rescission / Termination of Contract:

5.74 Circumstances for rescission of contract: Under the following conditions the Competent Authority may rescind the contract:

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

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

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

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

5.78 The un-executed work shall be got executed through any other contractor or to execute the work departmentally, as is convenient or expedient to the BSNL at the risk and cost of the contractor. In such an event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by the BSNL. In this regard the decision of **GMT Ernakulam** shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or his any other account whatsoever anywhere in the BSNL or from a security deposit.

5.79 The certificate of the officer 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.

Termination for Insolvency:

5.80 The BSNL may at any time terminate the Contract by giving written notice to the

Contractor, without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

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

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

Issuance of Notice:

- 5.84 The officer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract for approval.
- 5.85 The **final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.
- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
 - b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
 - c) No new maintenance beneficial to the contractor shall be allowed.
 - d) Adequate BSNL security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.
 - e) "Any notice order or other communication sought to be served on the Contractor with reference to the contract shall without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's head-office, while any notice or order or communications by the contractor to be served on Divisional Engineer with reference to the contracts shall be valid if same is served/delivered by hand or through registered post to the office of Divisional Engineer at his headquarters."

INDEMNITIES:

- 5.86 The contractor shall at all times hold the BSNL harmless and indemnify BSNL from and against all action, suits, proceedings, works, cost, damages, charges claim and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which maybe brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 5.87 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

FORCE MAJEURE:

- 5.88 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.
- 5.89 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the BSNL select to retain.

ARBITRATION:

- 5.90 **ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)** (Not applicable in cases valuing less than Rs. 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or

breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

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

(3) Neither party shall appoint its serving employee as arbitrator.

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

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

6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 and amended in 2015 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

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

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

chosen by the parties.

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

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

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

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

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

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

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

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

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

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

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

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 amended in 2015 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Department(s)/organizations(s) (excluding disputes concerning Railways, Income Tax, and Customs & Excise departments). Such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1) 2013-DPE (GM)/FTS-1835 dt. 22.5.2018.

5.91 APPLICABLE LAW AND JURSDICTION

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

5.92 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 the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier. GST would not be liable on security deposit. But if supplier's security deposit is set off against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied on such amount as being set off".

5.93 Tax Indemnity Clause

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

----- END OF SECTION V -----

Section-VI

E-tendering Instructions to Bidders

Note:- The instructions given below are CPPP's e-tender portal centric and for e-tenders invited by AGM (Tender), O/o CGMT, BSNL, Trivandrum only.

6.1 General

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

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

6.2 Tender Bidding Methodology:

Sealed Bid System Two Stage – Using Two Envelopes',

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

6.3 Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Clarification to Tender Documents on CPPP
 - a. Query to BSNL (Optional)
 - b. View response to queries posted by BSNL, as addenda.
 - c. Bid-Submission on CPPP
 - d. Attend Public Online Tender Opening Event (TOE) on CPP Opening of Techno-commercial Part
 - e. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries
 - f. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part (Only for Technical Responsive Bidders)
 - g. Participate in e-Reverse Auction on CPPP, wherever applicable
7. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
 - a. Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File name	Allowed or not allowed in E- TENDER PORTAL	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	Allowed	Under score allowed between words /characters
QA_ Certificate	Allowed	Upper & lower cases allowed

6.4 It is advised that **all the documents to be submitted (See clause 4.12 of Section IV) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 50 MB) may be checked.

Note 1: The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only

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

6.5 For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E- TENDER PORTAL.

6.6 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user/contractor 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>].

6.7 Registration

- Tender document can be downloaded from the Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) Vendor need to register on the portal .The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/eprocure/app>) and go to the e-procure link then select Bidders Manual Kit.
- The document to be submitted in the e-tender portal as per the clause 4.12 (ONLINE)
- Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- Intending bidders are requested to register themselves with CPPP through <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., by paying Vendor registration fee. Tender processing fee payment should be done during requisition of tender on line.
- BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

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

Helpdesk	
Telephone	0120-4001002,0120-4001005, 0120-4200462, 0120-6277 787
	[between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	cppp-nic@nic.in
	[Please mark CC: support-nic@ncode.in]
As a first step kindly refer the User Manual. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. A mail can be sent to support-eproc@nic.in and cppp-nic@nic.in For all technical issues. A mail can be sent to cppp-doe@nic.in for any policy / domain issues. If some problem is faced during publishing of Tender / Corrigendum / AOC, users may kindly send a mail to support-eproc@nic.in along with the screen shot of the page.	
BSNL Contact-1	
BSNL's Contact Person	AGM(Tender),O/o CGMT, BSNL, Trivandrum
Telephone/ Mobile	0471-2523878, 9446354555
E-mail ID	mmtenderkarala@gmail.com
	[between 9:30 hrs to 17:00 hrs on working days]
BSNL Contact-2	
BSNL's Contact Person	SDE(Tender3), O/o CGMT, BSNL, Trivandrum
Telephone/ Mobile	9447083434
E-mail ID	mmtenderkarala@gmail.com

6.8 Some Bidding related Information for this Tender (Sealed Bid)

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

Note: The Bidder has to upload the Scanned copy of all **the documents should be as per Clause 4.12 of Section IV** during Online Bid submission.

6.9 Offline Submissions: As per clause 4.9 of Section IV

6.10 Online submission.

As per clause 4.12 of Section IV

6.11 Special Note on Security of Bids

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

6.12 Public Online Tender Opening Event (TOE)

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) 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 CPPP

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is

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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).

6.13 Other Instructions

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

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP
3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP. (BSNL should not be responsible any problem arising out of internet connectivity issues).
4. Submit your bids well in advance of tender submission deadline on E- TENDER PORTAL. as there could be last minute problems due to internet timeout, breakdown, etc.

Important Note:

1. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
5. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission. For further instructions, the vendor should visit the home -page of the portal (<https://www.eprocure.gov.in>)

6.14 .Minimum Requirements at Bidders end

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

6.15 Vendors Training Program

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

6.16 SEARCHING FOR TENDER DOCUMENTS

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

6.17 PREPARATION OF BIDS

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

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

6.18 SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tender Fee & EMD, if applicable, is required to be submitted by the bidder preferably through **online payment mode** as per the Bank/Beneficiary Details provided in the Annexure VI. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate/Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.

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

- i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/ EMD.
- ii) DD/ Insurance Security Bond /NEFT or Bank Guarantee (if opted for EMD).
- iii) valid MSE Certificate /Udyam Registration certificate(for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD).

are to be mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope) on e-tender portal in addition to the offline submission, **failing which the tender bid shall be liable for rejection at the opening stage/Technical bid evaluation stage.**

Originals of bank instruments such as DD or Insurance Security Bond or EMBG towards Tender Fee, EMD/ Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date **before or within 5 days of bid submission end date** failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected. Requisition received by post /by courier service for sending Tender Form will not be accepted. Near relatives of the BSNL employees are prohibited from participation in the tender.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document,

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then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.19 ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

----- END OF SECTION VI -----

SECTION VII

SPECIAL CONDITIONS OF CONTRACT

7.1 GENERAL:

- 1.1 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.2 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.3 The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.4 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.
- 1.5 Tender will be evaluated package wise of all the items given in the price schedule.
- 1.6 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced and from time to time carried on.
- 1.7 The work in each section may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the Tender issuing Authority.
- 1.8 If the contractor desires an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or any other ground he shall apply in writing to the Divisional Engineer on the same day of occurrence of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of **GMT Ernakulam** shall be final.
- 1.9 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.10 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or Final bill pending against any contract with the BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.
- 1.11 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after

his retirement from Government service without the previous permission of Government of India

This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

1.12 In the event of the contractor being adjudged insolvent or going voluntarily into liquidation of having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the Tender issuing Authority shall have the power to terminate the contract without any notice.

1.13 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Tender issuing Authority on behalf of the BSNL can terminate the contract without compensation to the contractor. However, Tender issuing Authority at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of Tender issuing Authority shall be the final.

1.14 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

7.2 Interpretation of the contract document:

7.2.1 The representative of Tender issuing Authority and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement, the matter shall be referred to the Tender issuing Authority whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

7.3 Notification:

7.3.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and / or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons 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.

7.4 Shut down on account of weather conditions:

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

7.5 STORES SUPPLIED BY THE BSNL:

7.5.1 At no point of time the contractor shall be issued stores of value more than the

contractor's material security deposit as per clause number 5.5 of Section V. If at all, the work requires more amounts of materials to be issued to the contractor, then the material security deposit shall correspondingly be enhanced to an amount equal to cost of the material/stores to be issued before the issue of the store and the contractor will not have any objection to it.

- 7.5.2 The materials required for executing the work entrusted to the contractors against a work order shall be made available at BA Store Depot. In some cases, the materials may be available at sub divisional store go down. The contractor shall be responsible for transporting the materials (including loading and unloading), to be supplied by the Company or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account. However if the transportation distance is more than 35 KM from the BA Store/Zonal HQ, an onetime charge for shifting stores Rs. 500/instance can be claimed from BSNL.
- 7.5.3 All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the representative of BSNL. In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office / store will also be treated "as site" for this purpose. Any such material remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by 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.
- 7.5.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the BSNL, which is in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly about the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/ quality of the materials.
- 7.5.5 The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "BSNL's calculation" (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.
- 7.5.6 The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.
- 7.5.7 For the materials supplied by BSNL, Contractor shall maintain a record register on replenishment and consumption, with date and countersigned by the designated officer of BSNL on each incidence of consumption (Fault restoration)/ replenishment.

7.6 Deleted

7.7 QUALITY OF WORK:

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

and remain responsible for complete and proper compliance with the contract documents and the specification therein. The representative of **GMT Ernakulam** has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance to meet the requirement of the contract documents.

7.8 TAXES AND DUTIES:

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contract documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof. However, service tax (GST) shall be paid extra by BSNL as applicable.

PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 7.9 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/Maintenance 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.
- 7.10 The contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL regulations as to placing of warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc. at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs. 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water, mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable being excavated.
- 7.11 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- 7.12 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.
- 7.13 The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risks in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.

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

If any accident happens to the public or workers due to the lapses in the safety precautions taken by the contractor, it is the responsibility of the contractor to resolve it fully by paying the appropriate compensation or by legal means.

7.15 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

The contractor shall ensure compliance with all the existing labour laws.

7.16 INSURANCE:

Without limiting any of his other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution.

The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard to same or that the BSNL may suffer or incur with respect to and / or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by the BSNL of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

The contractor shall have necessary insurance for payment of compensation in case of any damages. The contractor is liable to pay damages to all third party damages whether these damages are as a direct consequence to the work or indirect consequence. The damages shall also be payable to BSNL in case of damages to BSNL property like cables, concrete ducts, pipes etc.,

7.17 COMPLIANCE WITH LAWS AND REGULATION:

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

Order and provisions as aforesaid.

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

7.18 TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. **It is the responsibility of the contractor to maintain, test and kept ready all the tools and measuring instruments required in sufficient quantity for the work under agreement.**

7.19 GST INVOICE & COMPLIANCES UNDER GOODS & SERVICE TAX ACT (GST) 2017

- a) Tax Clause – All taxes except CGST, SGST, UTGST & IGST if any, required to be paid on the invoices shall be borne by the contractor. TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be).
- b) Payment terms – BSNL will make payment to contractor only after the invoice is uploaded by contractor in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR- 2A) to BSNL.
- c) Contractor hereby agrees that he/she will be solely responsible for performing all compliances and making payments of GST, Cesses, interest, penalties or any other tax/duty/amount/charge/liability etc arising either out of laws/regulations applicable in India and overseas or because of a demand/recovery initiated by any revenue authority under laws/regulations applicable in India or overseas.
- d) GST Invoice – It shall be the responsibility of contractor to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance/default in raising appropriate invoice by contractor. Further all invoices should be sent to BSNL Promptly. BSNL can adjust/forfeit Bank Guarantee obtained from the contractor against any loss of input tax credit to BSNL on account of contractor's default.
- e) Further the contractor is required to comply following requirements w.r.t. issuance of invoice:-
*All the details of contractor (name, address, GSTIN/unregistered vendor, place of supply, SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.
*Invoice/DN/CN need to be issued timely within the time prescribed under GST law;
*In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the contractor to issue credit note and take tax adjustment;
- f) It is the responsibility of the contractor to ensure that outward supply return (GSTR-1) would be filed correctly. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the contractor, the same would be recovered by BSNL from the contractor. In case of mismatch because of contractor's fault, prompt amendments must

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be made by the contractor else contractor would be required to indemnify BSNL of the loss of credit due to mis- match. The compliances to be adhered by contractor include (but are not limited to) the following.

- (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
- (ii) Issuing GST compliant invoice / CN/ DN. Work Order issued by BSNL should be referred by contractor for capturing information on the invoice.

iii) Contractor needs to pay the entire self-assessed tax on timely basis.

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

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

7.20 It shall be the responsibility of the contractor to raise invoice within the prescribed timelines.

7.21 A declaration by the contractor as shown below is to be attached along with each bill submitted by the contractor.

<u>DECLARATION</u>	
<p>I/We hereby declared that, the Invoice No. _____ dated _____ for Rs. _____ Issued to BSNL Kerala Circle for the work of _____ for the month of _____ has been uploaded against the GST IN of BSNL Number.32AABCB5576G5ZQ in the GSTIN site on _____ and which will not be withdrawn/modified without prior approval/consent from BSNL Kerala.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p>Place: _____</p><p>Date: _____</p></div><div style="width: 45%; text-align: right;"><p>Signature: _____</p><p>Name of Agency: _____</p></div></div> <p style="text-align: center; margin-top: 20px;">(Authorized Seal)</p>	

7.22 INDEMNITY

It is the responsibility of the contractor to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal.

In case of mismatch because of vendor's fault, prompt amendments must be made by the contractor else contractor shall be required to indemnify BSNL of the loss of credit due to mismatch and BSNL shall recover the said amount from the payment to the vendor.

The compliances to be adhered by contractor includes (but is not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time E-Tender for OH OF Cable Maintenance works in Ernakulam BA. Issuing GST compliant invoice / CN/ DN. Work Order issued by BSNL should be referred by the contractor for capturing information on the invoice;
- (ii) Acceptance of changes made by BSNL on GSTN on account of no upload or incorrect upload of details on GSTN. Such changes w.r.t. the mis-match are required to be accepted by the contractor within the time limit prescribed under the GST law. It must be noted that in case the contractor does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the contractor.
- (iii) BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the contractor in case BSNL is unable to claim the input tax credit for any noncompliance or default or due to lack of diligence on the part of the contractor. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments. In case the contractor get black listed during the tenure of BSNL contract, the contractor is liable to indemnify any loss of input tax credit to BSNL.

7.23 Debit/Credit Note: - The contractor acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit. Further it shall be the responsibility of the contractor to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such work was done, or the date of furnishing of the relevant annual return BSNL reserves the right to be indemnified for the credit loss by the contractor in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the contractor, whichever is earlier.

7.24 Work Order –

- a) It is understood between the parties that the contractor shall raise invoice on the basis of work order issued by BSNL. In case of any deviation or disagreement by the contractor on place of work, billing location, HSN code/ SAC code stated on PO, it shall be the responsibility of the contractor to intimate BSNL well in advance. Further, in case the contractor raises the invoice on an address other than agreed, it shall be the responsibility of the contractor to modify the invoice.
- b) Place of supply for the purpose of this agreement, place of work under GST Act shall be the place of work as determined under work order raised by BSNL. It shall be the responsibility of the contractor to intimate BSNL well in advance in case of deviation / disagreement with the place of work as determined in Work order.

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- c) Deficient Supply/ Incomplete supply/ Rejected supply – Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected contractor, it shall be the responsibility of contractor to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the supplier fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the contractor.
- d) Discount clause In cases where contractor is providing discount to BSNL for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between contractor and BSNL:
1. Situations in which discount would be allowed by contractor to BSNL (e.g. Value based/ quantity-based discounts) 2. Basis and manner in which discount would be computed and allowed to BSNL 3. Deduction of such discount from the value of supply as per provision of GST Act
- e) Compliance Rating – The contractor shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. The contractor shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of contractor i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to contractor only on receipt of input tax credit to BSNL.
- f) Penalty – It is agreed by the contractor that in case of any deviation, default or negligence on the part of the contractor due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from the contractor along with applicable GST tax (as may be applicable).
- g) Liquidated damage – GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by the contractor.

7.25 SPECIAL CONDITIONS APPLICABLE TO MAINTENANCE WORK DURING OF CABLE BREAK DOWN.

1. Time to restore (TTR) for BSNL OFC fault will be: 4 Hours, the time starts from on receipt of information of OFC fault (Oral/SMS/whatsapp/written/Email) and immediately docket to be raised in the Transnet system by the SDE /JTO in charge. Based on the Faults booked in the Transnet, competent authority of BSNL may issue Work orders subdivision wise.
2. Depending upon the terrain and local conditions, the SDE/JTO in charge of the work will decide the depth to be taken.
3. For the delay in completing the work, the contractor shall pay as penalty as per the clauses under Section V '*Liquidated Damages clause for Delays in the contractor's performance*
4. There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part –A) to the engineer-in-charge for extension of time (EOT), on account of which, he desires such extension, on the same day of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of OF cable maintenance work) with his detailed report and photocopy of the hindrance register, within two days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. The competent authority shall exercise such powers, if the conditions at Section V clause 11 (a) to (f) are satisfied.
6. The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order or ranking (L2, L3---) at their quoted rates. If the work was awarded on single tender basis then the department shall get the unexecuted work completed through any other contractor

approved by the **GMT** at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the Department at **the risk and cost of the contractor**. In such an event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result or such as action by the BSNL. In this regard the decision of the **GMT** shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or any other account what so ever anywhere in the department or from a security deposit.

----- END OF SECTION VII -----

SECTION-VIII

IMPORTANT INSTRUCTIONS

- 8.1 After the work commences the contractor or his authorized representative(s) shall be present at the site. The representative shall be authorized by the Divisional Engineer in-charge based on the contractor's request. Work Order will be issued as per the administrative convenience of BSNL.
- 8.2 Maintenance work shall be recorded in the site register by the site Engineer. The contractor or his authorized representative shall sign in the site register held by the site Engineer.
- 8.3 If the contractor does not provide the barricades, warning cones, warning tapes and work notice board, 5% additional penalty shall be levied. The same shall be provided by BSNL and 150% of the cost of the items shall be recovered from the contractor.
- 8.4 Due to underground utilities, if the manhole cannot be constructed at the site shown, the decision of the site engineer shall be final and binding on the contractor. If it is decided to shift the manhole within the neighborhood, the contractor shall construct at the place shown by the site engineer.
- 8.5 The right of way (RoW) shall be obtained by the successful contractor on behalf of BSNL , including obtaining permission for work from Forest Department / NHAI /Railway's/PWD/Municipality/Local bodies/Gram panchayat or any other such entity .The RoW charges towards permission such as reinstatement charges etc., if required to be deposited to the concerned authority shall be borne by BSNL against receipt of necessary / required demand notes from the authority. The work shall be carried out as per terms and conditions and timelines mentioned in the RoW permission. The contractor shall deploy adequate men and machine so as to complete the work within permitted time. However, the successful contractor may liaison with authorities concerned for early permission or oral permission etc., so that the OFC maintenance works can be completed in time.
- 8.6 If the work is not progressing as per the schedule, the work may be either restricted or terminated.
- 8.7 Deleted
- 8.8 Deleted.
- 8.9 Deleted
- 8.10 Deleted.
- 8.11 Deleted
- 8.12 For any unfinished work BSNL shall not effect any payment.
- 8.13 The material abandoned shall be the property of BSNL. No claim in this regard from the contractor shall be entertained.

- 8.14 Rate should be quoted in figures as well as in words and corrections should be attested, otherwise tender shall be rejected.
- 8.15 The contractor shall restore the cut portions of BT/Concrete roads to their original conditions immediately on completion of the pipe laying works. If the restoration work is not satisfactory with reference to the standards prescribed by the Corporation / Highways, the amount equal to the charges as claimed by the Corporation/Highways will be recovered from the contractor.
- 8.16 The fact that the contractor is working simultaneously in one or more sections in the same Sub Division/other sub divisions, will not absolve him from the responsibility of completing the work in time.
- 8.17 Wastage of PLB pipes will be permitted to an extent of 5% of the completed length as measured on the road surface.
- 8.18 In case of wastage of PLB pipes beyond 5%, the cost of PLB pipe will be recovered from the contractor.
- 8.19 The contractor should have necessary tools and sufficient labour to trace and identify BSNL OF cable and PLB during a fault.
- 8.20 Splicing machine to be brought by the contractor team which should be suitable for splicing Ribbon fiber type/ tube type (individual fiber).
- 8.21 The Contractor should have minimum one OTDR in each BA.

----- END OF SECTION VIII-----

SECTION IX

SCOPE OF WORK AND JURISDICTION OF CONTRACT

The scope of the work is given below-

9. OH Cable Maintenance:

9.1. Drawing Aerial OF Cable through BSNL/KSEB post as per the requirement of the field units. For KSEB post, necessary liaison /co-ordination/permission has to be arranged by the contractor in coordination with the field units. Authorised/ experienced persons should be utilised for working in KSEB Post. All accessories for drawing aerial OFC has to be arranged by the contractor.

9.2. The work involves digging out old posts, dismantling wires& cables etc and transporting these items to the new locations. The work also involves digging holes for erection of posts at new sites, fitting tubular posts, erecting posts, erection of aerial cable, terminating aerial Optical fibre cable with optical splicing machine at customer end / Splitter location, tapping from existing Overhead/Under Ground OFC joint and concreting the post base, digging pit at the main joint for tapping fibre from the main joint etc. without damaging to the existing system. Aerial optical cable should be erected with the support of FRP wire. Aerial optical cable has to be bound using insulated GI wire (binding wire) to the FRP support wire. The materials except AB Post/ GI pipe are to be provided by the contractor.

9.3. The contractor will have to supply the necessary components required for concreting the post base. At places where normal depth cannot be achieved for erection of posts, proper RCC concreting in the dimension 0.5x0.5x0.5 cubic meter should be made around the post.

9.4. (a) The contractor will have to dig pits up to the depth of 165cm. at the main joint for tapping fibre from the main joint with the co-ordination of OF team. (b) Tapping of Main cable fibres to the Branched cable: The aerial OF cable laid to the Customer premises is to be connected to the fibres in the Main cable for extending services from the Tele. Exchange. For this the branched cable is to be brought to the U/G Main cable joint. The work includes (1) Locating and opening of the Concrete Ring by trenching, carefully taking out the branch joint kit, opening the kit, identifying the spare fibres, testing with OTDR and Visual Fault Locator (VFL) for confirmation, and splicing the required number of fibres from the Main cable to the branched cable, without disturbing the working fibres, as per the instructions by the concerned SDE/JTO Transmission. (2) The BJC has to be closed carefully by placing the Ring safely. It is to be covered with soft soil and the RCC Slab to be placed back carefully. (3) The Ring & Slab to be protected by putting back the soil and the terrain to be brought back to the original condition.

9.5. The optical aerial cable of standard quality must be erected and clamped to the brackets/accessories. The quality and standard of material supplied by the contractor should be got approved by the Divisional Engineer of the section concerned. The aerial cable must be terminated properly in each post erected in the turnings of the road.

9.6. The aerial optical cable must be spliced at customer end /splitter as per the requirement using optical splicing machine. Tapping from the existing overhead joint / overhead straight joint has to be carried out by contractor wherever required. The splicing machine and kit is to be arranged by the contractor.

9.7. After the completion of work contractor has to ensure the quality and performance of the cable and work. The attenuation of every fibre of the newly laid cable by the contractor should be less than 0.2dB per KM. Also the splice joint at each location should be less than 0.5 dB. The cable will be tested by BSNL to check the attenuation of fibre within the permissible limit of 0.5dB per km.

9.8. The rates for dismantling items is inclusive of the charges for handling and transportation back to SSA store, Gandhi Nagar / to the office of Divisional Engineer Telecom/Transmission as per. The contractors shall transport (including loading and unloading) all stores issued to him or supplied by him to the site of work. The contractor shall provide at his own cost all tools, plants, appliances, implements etc. required for proper execution of work.

9.9. The contractor should take possession of all the stores from the concerned officer in charge of the work and he should keep an updated account of all the stores received/utilized for the work and the balance with

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him. Contractor shall be responsible to return all the unused/recovered stores to the store dump of BSNL, before submission of the bill for the respective work, failing which, the cost of such items that are not returned shall be deducted from the bill/security deposit at the discretion of the Principal General Manager Telecom, BSNL, Ernakulam.

9.10. The responsibility of getting the stores to the work place and returning unused/recovered stores back to store lies with the contractor. Any loss or damage to BSNL as a result of non-observance of Government rules and regulations during the execution of the contract should be compensated by the contractor within the stipulated time.

9.11. The contractor shall not assign or sublet in full or any part of the contract.

9.12. 1) Localizing the cable fault and joint identification should be made. Ie. / identifying the cable fault by putting OTDR from customer / tapping / Exchange or by route inspection. 2) Drawing the cable at sufficient height through posts to join together. The extra cable required for jointing the cable may be taken from the store.

9.13. Splicing of fibers, closing of joints with necessary joint closure, end to end fibre testing and putting through the system. During system test and its restoration it may be required to put contractor's personnel at the other end of the link for system testing purposes.

9.14. Re-shackling / tightening of sagging lines, including erection of AB posts / tagging of poles wherever required. Coil and joint closures are to be placed at a height and position as per the KSEB and Corporation norms (**17 feet/5.18 m** above the ground level) and should be neat and tidy.

9.15. Recovery of OF cable, AB posts and accessories from disconnected subscribers or fault locations.

9.16. All testing instruments, tools and machines required for identifying the fault , completing the work including splicing work, should be arranged by the contractor. BSNL is not liable to provide any tools or machinery for executing the work.

9.17. Transportation of cable and other store materials to and fro from site to store.

9.18. Tents, Road-block signals and warning boards supplied by BSNL must be erected wherever and whenever required.

9.19. The contractor must take with him enough quantity of required consumable materials for executing the work.

9.20. Providing necessary lighting arrangement wherever necessary in the work spot.

9.21. The splicing work, if any related to the main line of the cable, shall be done in presence of BSNL staff only

9.22. Jungles cutting is to be done as per requirement at his own endeavour & cost. If any tree etc. falls on private premises, permission & compensation, if any required, the contractor has to solve at his own endeavour& cost.

9.23. The contractor is responsible to take back the balance materials and scrap materials from site to the store after completion of the work.

9.24. The contractor has to carry out all the fibre rearrangement work as instructed by field units.

COST 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 % and in exceptional cases +/- 50%, of the indicated value.

9.1 ALLIED ACTIVITIES

9.1.1 Transportation of Materials:

The materials required for executing the work entrusted to the contractors against a work order shall be made available at BA Store Depot. In some cases, the materials may be available at sub divisional store go down. The contractor shall be responsible for transporting the materials, to be supplied by the Company or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule

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Rates and therefore no separate charges are payable on this account. However if the transportation distance is more than 35 KM from the BA Store/Zonal HQ, an onetime charge for shifting stores Rs. 500/instance can be claimed from BSNL.

9.1.2 Disposal of Empty Cable Drums:

- i.) The contractor shall be responsible to dispose of the empty cable drums after laying the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.
- ii.) 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.
- iii.) The contractor shall not be allowed to dump the empty cable drums in Government/Public place, which may cause inconvenience to the Company/Public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Company 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.

9.1.3 Supply of Materials:

There are some materials required to be supplied by the contractor for execution of works under this contract like bricks, cement, wire mesh and steel for protection, etc. besides using other consumables which do/do not 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. The contractor shall Supply SJC in emergency condition in the case of non-availability of item with BSNL. The standardization shall be as per BSNL spec. or from the BSNL registered (gem portal) vendor. The Rate shall be equal to the same item procured at the latest by BSNL.

9.1.4 Route improvement/ Expansion work:-

The route improvement/expansion work has to be taken by the contractor on the direction of EIC. The work will broadly require the laying of the PLB, protection pipes, RCC, cable pulling jointing, fixing of route indicator, splicing etc. as per below mentioned specifications. For this detail work orders will be issued and payment will be made as per the rates approved on the bidding.

9.1.5 Deleted.

9.1.6 **COST 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 clause mentioned in section 4 Clause 4.37

----- **END OF SECTION IX** -----

SECTION X

Pro-forma of Material Security Bond Form

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

Whereas<Contract awarding authority> (hereinafter referred to as BSNL) has issued an Award Letter no..... Dated...../...../20..... for awarding the work of Optical Fibre Cable Laying work to M/s (hereafter referred to as "Contractor") and the BSNL has asked them to submit a bank guarantee, towards material security, in favour of O/o of Rs./- (hereafter referred to as "BG. Amount") valid up to/...../20..... (hereinafter referred to as "Validity Date"). Now at the request of the Contractor, We Bank Branch having (Address) and Regd. office address as (Hereinafter called the Bank") agreed to give this guarantee as hereinafter contained:

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

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shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through DD/ Insurance Security Bond/ NEFT/RTGS in favour of AO (Cash), <Name of the BSNL Office>.
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

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

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

----- END OF SECTION X----

SECTION – XI

PROFORMA OF AGREEMENT

(To be executed on Non-Judicial stamp paper of Rs.200/-)

The successful tenderer shall have to execute the following agreement;

NIT No: Dated

LOI No: Dated

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

Whereas the contractor has offered to enter into contract with the BSNL for the execution of work of OFC maintenance work (overhead cable maintenance and other associated works) in BA on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits, as mentioned below, have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

- a) PBG No/DD/ NEFT No: for Rs. Issued by (Bank)
- b) Material Security BG No for Rs. Issued by (Bank)
- c) Insurance Security Bond No..... issued by.....

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 later or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labourers employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses for overhead and other associated works as described in tender documents (annexed to the agreement), when the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings,

work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

3) The contractor shall also supply the requisite number of workmen with means & materials aswell as tools, appliances, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.

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

6) The contractor shall be liable to carryout and complete the reformation work on the road including compacting and black tarring of the PWD/NH/KRFB/Any other road authorities within 15 days of road cutting, which involves the execution of either part or whole of the length of the said route.

7) The guarantee period for the rectification work will be six months and the contractor will be responsible for rectifying the damages on the road surface during guarantee period.

8) The contractor shall be liable to pay any penalties that imposed to BSNL by the Road Authorities due to the lapse in completion of restoration/ rectification of the said work.

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

Above written:

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

Witness:

- 1.
- 2.

Witness:

Signed & Delivered on behalf of BSNL by the

- 1.
- 2.

----- END OF SECTION XI -----

SECTION XII

AGREEMENT TO BE EXECUTED BETWEEN PWD/KRFB AND THE REQUISITIONING AGENCY FOR ----- WORKS ON PWD/KRFB ROAD

Agreement execute on thisday of 20..... between Here in after called the Requisitioning Agency on one part and the Executive Engineer, Public Works Department/Project Engineer, KRFB hereinafter called the PWD/ KRFB on the other Part.

Whereas the Requisitioning Agency wants the work to be carried out on the “ ” road under PWD/ KRFB which involve the excavation of either or whole or part of the length of the said road, to the width and depth mentioned in schedule attached to this agreement, and the Requisitioning agency has requested the PWD/KRFB to accord sanction to carry out the work in accordance with time table given in the schedule to this agreement.

AND WHEREAS the PWD/ KRFB have issued formal sanction to the requisitioning Agency to commence the work vide Proceedings attached to this agreement. It is mutually agreed as follows:

The Public Works Department/ KRFB agrees to hand over the Roads, under its jurisdiction to the Requisitioning Agency for carrying out the works mentioned in the schedule and the latter agrees to return the road after the works restored to its original condition as per the terms and conditions mentioned below:

- 1) The Requisitioning Agency will identify the roads to be taken up for the works and make formal request to the respective Executive Engineer,
- 2) PWD/ Project Engineer, KRFB along with the schedule of implementation of their works and restoration works of the road least two months in advance of the proposed date of starting of the works.
- 3) Such requisition should be accompanied by proper alignment maps drawn to scale, section of trenches to be cut, length of cuttings and crossings, masonry structures such as manholes, culverts, bridges etc, clearly marked therein.
- 4) Detailed schedule specifying the date of commencement and date of completion of trenching, laying pipelines or cables as case may be, testing; back filling including the dates of completion

of each stage of the rectification of road works etc. will be forwarded to PWD/ KRFB by the Requisitioning Agency.

5) Based on the list and schedule, the Executive Engineer, PWD/ Project Engineer, KRFB will issue the required permission for use of the roads for the said works or refuse permission indicating the reason thereof within 15 days of receipt of formal request.

6) The estimate for rectification of road will be prepared by the Requisitioning Agency with provision required for restoring the road to its original position as per the MRC/MORTH specification and site condition and will be forwarded to the Executive Engineer, PWD/project Engineer for approval.

7) All works and restoration works on the road including compacting and black toping should be completed within 15 days from the date of commencement of the work. The Requisitioning Agency will provide necessary security deposit in the case of roads belonging to KRFB and bank guarantee in the case of roads coming under other wings of PWD such as Roads, National Highways etc. The amount of security deposit will commensurate with the expenditure required for restoration.

8) The amount of security deposit/ bank guarantee will be estimated by the concessionaire in the case of KRFB and the respective wings (road wings/ NH etc) in the case of PWD.

9) The security deposit/ Bank guarantee will be released to the Requisitioning Agency only after the completion of restoration work to the satisfaction of the Concessionaire/ Executive Engineer, PWD.

10) All works and restoration works on the road including compacting and black topping should be completed within 15 days from the date of commencement of the work. Beyond 15 days, a fine of Rs 50000/- will be imposed for each day of delay. If the Requisitioning Agency fails to pay the penalty amount further trenching will be by stopped by PWD/ KRFB, if the PWD/ KRFB feels that the work is not progressing according to schedule, the Executive Engineer, PWD/ Project Engineer, KRFB may call a meeting with the Requisitioning Agency for reviewing / monitoring the progress of work.

11) Pipes and other maintenance materials shall be stacked at site only in consultation with Executive Engineer concerned and will not be stacked more than 5 days before commencement of the work.. The excess cut soil , boulders, rubbles, balance pipes/ cable should be removed from the site at the cost of the Requisitioning Agency immediately after back filling is completed, atr any rate within 48 hours of completion of works.

12) Works should be carried out causing minimum hindrance to and inconvenience to the public. In cases where traffic is not blocked, trenching, pipe laying, back filling and rectification are to be done simultaneously.

13) The Chief Engineer (Roads & Bridged shall specify the minimum depth of lying of pipes in the light of the standard prescribed by MOTRH/ Indian Road Congress.

14) The guarantee period for the rectification work will be six months and the Requisitioning Agency will be responsible for rectifying the damages on the road surface during the guarantee period. If there is any failure on the part of the Requisitioning Agency, KRFB/ PWD will arrange the work at the cost of the Requisitioning Agency. Satisfactory restoration of the roads should be certified by the PWD Engineers according to PWD standards or by the Concessionaire in the case of roads constructed under BOT Scheme.

15) If any damage occurs to other portions of the same road due to laying of pipes or cable work which were not anticipated during the preparation of estimate for restoration of the road, the same shall also be rectified by the Requisitioning Agency at its cost.

16) The trenches taken for laying pipes shall be filled up with sand or quarry dust up to 15 cms above the pipes. The sand/quarry dust cushion shall be below the pipes or cables on sides as well as above with proper wet tampering.

17) Proper lighting, fencing, caution boards and other precautionary measures as per IRC SP 552001-guidelines on safety in road maintenance zone should be ensured by the Requisitioning Agency in order to avoid any accidents or damage caused during the execution of works or during the guarantee period. The Requisitioning Agency shall be liable to pay a penalty of Rs 5000/ per day for not providing adequate safety measures on receipt of notice from the Executive Engineer, PWS/ project Engineer, KRFB.

18) If any damage is caused to the utility services of other agencies during works, the complete cost for rectifying the damages are to be borne by the Requisitioning Agency.

19)The Requisitioning Agency should re-lay / shift their utilities such as pipes, cables etc, as and when requested by PWD/ KRFB for road widening and for other purposes at their own cost without claiming any charges from PWD / KRFB and within the stipulated time.

20) If any retrenching is to be done for rectification of joints/ leakages etc, restoration of the road to its original condition should be arranged on the same day itself.

----- END OF SECTION XII -----

SECTION XIII

Deleted

SECTION XIV

ANNEXURE-A

NEAR RELATIONSHIP CERTIFICATE

1. The tenderer or his staff shall not be a working officer/official of the BSNL. The near relatives of all BSNL executive in the concerned territorial circle or non-executive employees working in the concerned SSA of the territorial circle in which the work is stipulated under this contract either directly recruited or on deputation are prohibited from participation in this tender. 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) & daughter's husband (son-in-law) brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

2. **The tenderer (s) should give a certificate to the effect that none of his/her relatives as defined above are working in the SSA/Territorial Circle in which the work is stipulated under this contract.** In case of proprietorship firm, the 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 Directors of the Company**. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....S/o.....

R/o.....

Here by certify that none of my relative(s) as defined above is/are employed in the **SSA/Territorial Circle** in which the work is stipulated under this contract. 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”

DATE_____

SIGNATURE OF TENDERER WITH SEAL

Annexure-B
Proforma for Experience Certificate

Name and address of the issuing office
--

No: _____ Dated _____

Subject: Experience certificate for optical fiber overhead/UG **cable** construction/ Maintenance **work**.
(Strike out whichever is not applicable)

It is certified that M/s _____ having office
at _____ whose
Proprietor(s)/Partner(s)/Director(s)are

_____ have successfully carried out **Optical fiber** UG / overhead **cable** construction/
Maintenance **work** for the details mentioned hereunder. It is certified that these amounts have
been paid to the above mentioned contractor. (Strike out whichever is not applicable)

S.N.	Period during which payments Made		Contract/Work Order No(s).	Amount paid (In Rs.)	OFC length (in KMs)
	From	To			
1.	01-04-YYYY	31-03-YYYY			

AGM/AO/DDO/ Manager(operation) Equivalent Officer responsible for
maintaining contractors' ledger
Signature with office seal

Annexure-C

Declaration about Genuineness of Documents/Certificates

(To be duly filled, signed, stamped, scanned and submitted
With other documents as per clause-4.11 of Section-IV)

I/We..... hereby declare that the information furnished in the bid in response to the **NIT No.**-----is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted electronically or as a hard copy. Further I also declare that I have submitted the tender document digitally signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/tempered/manipulated at any stage and the BSNL is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

Annexure D

**AUTHORISATION FOR PAYMENT OF SUPPLIER'S/CONTRACTOR'S BILLS
THROUGH E-PAYMENT PROFORMA**

BHARAT SANCHAR NIGAM LIMITED
(A GOVT OF INDIA ENTERPRISE)

1.	Name of The Bidder		
2.	Address		
3.	Telephone Number		
4.	E-mail ID		
5.	Name of the Bank		
6.	Branch Name		
7.	Type of Account	SB A/C	CURRENT A/C
8.	Name of the Account Holder(As per Bank Account)		
9.	Account Number appearing in the Cheque Book		
10.	IFSC Code of Branch		
11.	Branch Address		
12.	Telephone Number of the Branch		

I hereby express my willingness to receive payment of the bills through Electronic Fund Transfer Scheme. I do authorize the Accounts Officer (Cash) BSNL to arrange to credit the payment of my bills through Electronic Payment System to my account given above.

Note: Copy of 1st page of bank passbook or cancelled cheque leaf is enclosed.

Annexure E

CERTIFICATE

(FOR TENDER DOCUMENT DOWNLOADED FROM INTERNET)

I, (authorized signatory) hereby declare that the tender document submitted has been downloaded from the Website <http://www.keralatelecom.com> and **no addition/ deletion/ correction** has been made in the downloaded tender document. I also declare that I have enclosed a DD for Rs towards the cost of bid document along with the tender.

Signature of the tenderer/Authorised signatory

Place.....

Date.....

Name of the tenderer.....

Annexure F

NON – BLACK LISTED PARTY DECLARATION

I _____ Son of / Wife of Sri _____ Proprietor / Director / Partner of M/s _____ do hereby solemnly affirm and declare as under:-

1. That I am the sole Proprietor / Partner / Director of M/s _____
2. that I state and declare that the above Firm / Company M/s _____ has never been debarred and / or blacklisted by any company of BSNL / Central Government / State Government / Public Sector Unit / Public Bodies / Municipalities / any Enforcement Authority.

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

Place

Date

Signature of the Proprietor/Partner/Director
Sri / Smt. / Miss

The Signatory should not effect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the tenderer for penal action as decided by the competent authority.

Annexure F

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No:_____

Subject: Authorization for attending bid opening on _____ (Date) in the Tender of _____

**Order of preference
Signatures**

Name

Specimen

I.

II.

Alternate

Signatures of Bidder
Or
Authorized to sign the bid
documents on behalf of the bidder.

Note:

8. Maximum of two representatives will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
9. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.

Annexure G

DECLARATION OF EPF & ESI AND MISC. PROVISION

I,(name of authorized signatory) hereby declare compliance towards conditions of the EPF and Misc. provisions Act 1952 and authorize BSNL to recover any payment that arises due to failure to comply with any of the Labor legislations and statutory conditions viz. ,Labor, EPF,ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place:

Date :

Signature of the tenderer/Authorized signatory

Name of the tenderer :

Annexure H

Letter to refund EMD

From

.....
.....
.....

To

The General Manager, Telecom
BSNL, XXXXXXXXXXXX .

Sir,

Sub: Tender for Optical Cable construction/ Maintenance works in
XXXXXXXXXXXX BA.Ref: My/Our Tender for the above.

I / We have submitted tender for Optical Cable construction/ Maintenance works in XXXXXXXXXXXX BA as per notification cited above. In case my / our tender is not accepted by the Company, the EMD remitted by me/us may kindly be returned as soon as possible. An advance stamped receipt for the above is enclosed herewith.

Thanking you,

Yours faithfully,

Signature of Tenderer

Encl : Pre - receipt

PRE – RECEIPT
(For refund of Earnest Money)

Received Rs.....
(Rupees

.....
.....from AO (Cash) , O/o. CGMT, BSNL, Trivandrum,
being the refund of Earnest Money Deposit made against Tender Notice No. Tender
No: KRLCO-23/11(19)/37/2024/ 566673 vide receipt no. dated

SIGNATURE OF TENDERER
(Please affix Revenue
Stamp)

Name :

Address:

Phone No:

Place:

Date:

Note :

1. EMD will be refunded only after the finalization of the tender.
2. This should be filled in completely at the time of submission of tender documents.
3. Receipt in original to be enclosed.

Seal & Signature of the bidder

Annexure I

DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

I, (authorized signatory)

Hereby declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Place:
Date:

Signature of the Tenderer:
Name of the Tenderer:

Annexure J



VENDOR MASTER FORM

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

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

Title* : Mr./Mrs./M/s/Dr.

Name* :

Address* :

Town/District* :

City* :

State* :

Country* :

Postal/Pin code* :

Contact details :

Telephone number :

Fax

no. : Email Id

:

(Mandatory for E tendering)

Name of contact person:

Mobile no. :

Alternate contact person:

Mobile no. :

Tax Information :

PAN :

GSTIN :

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 dateto:

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank Account No. :

Bank IFSC :

Account Holder's Name :

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Type of account :
Savings/CurrentSWIFT Code for foreign vendors:

IBAN for foreign vendors :

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 GST Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation

Date:

Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

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

ANNEXURE-K

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise it as per their Tender Conditions]

Date:

To, _____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-L

Format for the BID SECURITY/ EMD Guarantee
(To be typed on Rs.200/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B.G. Amount") valid up to / / 20.... (hereafter known as the "Validity date") in favour of AO cash <Name of the office> (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B.G. Amount".

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any

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such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the “B.G. Amount” and it will remain in force up to its Validity date specified above.

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through ECS in favour of “AO (Cash), <Name of the BSNL office>” payable at <Name of the place>.

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

Place:

Date:

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

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

ANNEXURE-M

Pro-forma of Performance Bank Guarantee (PBG)
(To be typed on non-judicial stamp paper of Rs. 200/-)

Dated:

Performance Bank Guarantee (PBG)

Whereas<Contract awarding authority> (hereinafter referred to as BSNL) has issued an Award Letter no..... Dated...../...../20..... for awarding the work of Optical Fibre Cable Laying work to M/s (hereafter referred to as "Contractor") and the BSNL has asked them to submit a performance bank guarantee in favour of O/o of Rs./- (hereafter referred to as "PBG. Amount") valid up to/...../20..... (hereinafter referred to as "Validity Date"). Now at the request of the Contractor, We BankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

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

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5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the PBG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

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

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

ANNEXURE-N

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of Rs.200)

Insurance Surety Bond for Bid Security

Whereas M/s R/o (Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs./- (hereafter known as the “**Surety Amount**”) valid up to/...../ 20..... (hereafter known as the “**Validity date**”) in favour of CGM, BSNL, Kerala Telecom Circle, Trivandrum (Hereafter referred to as **BSNL**) for participation in the tender of work of..... vide tender no.

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the “**Surety**”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal**'s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the “**Surety Amount**”.
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Principal** shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this

Tender for overhead OF Cable Maintenance and rehabilitation Works in EKM BA under Kerala Circle

provision, have effect of so relieving us.

6. Notwithstanding anything herein contained:

(a) The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**” and it will remain in force up to its Validity date specified above.

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

7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through ECS in favour of “AO (Cash) O/o CGMT, BSNL Kerala Circle Trivandrum” payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:

Date: (Signature of the Insurance Company Officer)

Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:

Name of the officer:

Designation:

Official Email ID:.....

Complete Postal address of Insurance Company:

Telephone Numbers

Fax numbers

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

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ANNEXURE-N
Pro-forma of HINDRANCE REGISTER

	Form No. DTS/ OFCC/018			
	BHARAT SANCHAR NIGAM LIMITED			
	Name of SSA/ Director (Projects) _____			
	HINDRANCE REGISTER			
	(FRONT PAGE)			
		Sl No		
Sl No				
1.	Name of route/section			
2.	Name of work			
3.	Name of Contractor			
4.	Agreement No.			
5.	Work order no. and date			
6.	Date of commencement of work			
7.	Due date of completion of work			
8.	Actual date of completion			
9.	Engineer-in-charge of work			
10.	Site Engineer			

ANNEXURE-O

APPLICATION FOR EXTENSION OF TIME

	Form No. DTS/ OFCC/017						
	BHARAT SANCHAR NIGAM LIMITED						
	APPLICATION FOR EXTENSION OF TIME						
	(To be filled in by the Engineer in-charge of work)						
1.	Date of Receipt of Application for Extension of time						
2.	Name of the contractor						
3.	Work order No.						
4.	Estimated amount of work ordered against the Work Order						
5.	Date of commencement of work						
6.	Due date of completion of work						
7.	Period for which extension is applied for						
8.	Hindrane on account of which extension is applied for with details:						
S.No	Nature of Hindrance	Date of occurrence of hindrance	Period for which it is likely to last	Period for which extension required for this particular hindrance	Overlapping period, if any, with reference to item	Net extension applied for	Extension recommended
9.	Submitted to competent authority for consideration						
				Signature of Engineer			
				Date			

SECTION XV

Deleted

SI No.	Size of drum	Rate of disposal
1.	Optical Fiber cable drum 6F/12F/24F	Rs.150 per empty cable drum.
2.	Optical Fiber cable drum 48F/96F/288F	Rs.250 per empty cable drum

----- END OF SECTION XV -----

SECTION XVI

(PART I)

**STANDARD SCHEDULE (A) OF RATES ARE PREFIXED FOR OVERHEAD OFC
MAINTENANCE/ REHABILITATION**

WORKS AS GIVEN BELOW:

The materials will be made available at BA Store

SECTION XVII (PART I)

STANDARD SCHEDULE (A) OF RATES ARE PREFIXED FOR OFC MAINTENANCE

WORKS AS GIVEN BELOW:

1	Dismantling/ unplugging of unused posts of any type and transporting to the site/store	Per Meter	400
2	Assembling and erection of AB post with all accessories including Transportation from BSNL store to the site & concreting the base with 1:2:4 mix of cement concrete.	Per unit	4000
3	Fiber tapping From existing joint or coil and leading to an OH Post (Work includes, Opening of chamber/civil duct, splicing of required number of fibers, digging out one post, transportation and erection with 85 Cm depth and closing of chamber)	per joint	1500
4	OFC Splicing (including cable end preparation) for over head OFC joints	Per fiber	100
5	Dismantling and recovery of temporarily erected overhead OFCs and other materials after completion of the work and transportation to sub division store	Per Meter	5
6	Splicing-Ribbon Fiber including cleaning, cutting and splicing (12 no. of fibers)	Per splice	500
7	Re-shackling/Tightening of sagged Aerial OFC alignment	Per Meter	50
8	Tagging of BSNL cables laying through KSEB posts	Per Post	18
The materials will be made available at BA Store			

----- END OF SECTION XVI Part I-----

Section XVI
(Part II)

STANDARD SCHEDULE (B) VARIABLE OF RATES FOR OVERHEAD OFC MAINTENANCE /
REHABILITATION WORKS AS GIVEN BELOW*

Sl No	Description of item	UNIT	Schedule of rate (Rs), excluding GST
1	Erection of aerial OFC up to 12F for fault rectification	Per meter	10

*Base rates in the BoQ for financial bid

Note: - 1. The above Schedule of Rates is for the OH OF cable maintenance works to be carried out as per the description of various items as specified in the Engineering Instructions and Construction Specifications for cable maintenance works issued by BSNL.

Note- 2 Above Standard Schedule of Rates are inclusive of all taxes and levies but exclusive of GST. GST shall be paid extra as applicable to the GST registered contractors.

Note- 3 Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods & Service tax (GST). Goods & Service tax (GST) will be paid extra, as applicable.

Note5. The bidder has to quote as percentage below/above/at par the standard schedule(B) rates of section XVI part- II

----- END OF SECTION XVI -----

(ONLINE SUBMISSION ONLY)**Section XVII****FINANCIAL BID**

To

The Chief General Manager, Telecom, BSNL , Trivandrum

Subject: Our Financial Bid For For Ariel OFC Maintenance Works In Ernakulam BA under Kerala Circle

Ref : KRLCO-23/11(19)/37/2024/ 566673

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein specifications of work etc., we the undersigned offer to execute the *OFC Maintenance and Rehabilitation Works* in conformity with the said specifications and conditions of contract at **pre-fixed schedule (A)** rates of Section XVII Part-I and separate quote as percentage below / above / at par the **standard schedule (B)** rates of Section XVII Part-II.

PRICE SCHEDULE OF PACKAGE xx (Enter +99%, if NOT Willing to Participate) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	ROUTE NAME	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	5	6	7
1	OFC Maintenance & Rehabilitation Work EKM BA			
1.01	Package Name	xxxxxxx	xxxxxxx	
9	The Total value for Prefixed rate	xxxxxx	xxxxxxx	
10	The Total value for Quoted rate	xxxxxxx	xxxxxxx	
Total in Figures			xxxxxxx	
Quoted Rate in Figures		Above/Below/At par	% to be quoted	
Quoted Rate in Words		INR Zero Only		
	Total Quote value as per this bid	Total Value		

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

We agree to abide by this bid for a period of 150 days from the date of opening of qualifying bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Signature of the tenderer ...

.....

Name of Tenderer

----- END OF SECTION XVII ----

SECTION XVIII

Area of Operation

Zone	Name of Zones
1	Transmission Sub Division Ernakulam South
2	Transmission Sub Division Ernakulam North
3	Transmission Sub Division Aluva & Paravoor
4	Transmission Sub Division Muvattupuzha, Kothamangalam & Perumbavoor
5	Transmission Division Thodupuzha & Adimaly

----- END OF SECTION XVIII -----

SECTION XIX**Check List**

Sl. no:	DOCUMENTS (All documents submitted should be self attested)	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	Duly filled and signed Bid Form, Section-II of the tenderdocument.	
2	Duly filled and signed Tenderer's Profile, Section-III of thetender document.	
3	Cost of the tender document (₹/-) or A proof regarding valid registration with body specified by Ministry of Micro, Small and Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate and MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
4	Bid Security in the form of DD/ Insurance Security Bond/ NEFT/EMBG/ Online Payment for₹/-valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small and Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate and MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
5	Copy of PAN card	
6	Copy of the valid EPF Registration Certificate.	
7	Copy of the valid ESI Registration Certificate.	
8	Copy of the valid GSTIN Registration Certificate	
9	Audited financial statements certified by CA with UDIN or Annual Turnover certificate certified by CA with UDIN as specified in clause 4.2 of Section IV.	
10	Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship: Ø The registration of the firm, authenticated copy of partnership deed in cases of partnership firm. Ø Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company. Ø Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.	
11	Scanned copy of Registered Power of Attorney (duly registered with sub registrar)/Resolution of Board of Directors, authorizing individual(s) including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable).	
12	Scanned copy of MSE certificate in case bidder is an MSE bidder. A mandatory undertaking from MSE bidders regarding declaration of URN number on CPPP	
13	Scanned copy of Solvency Certificate from the banker of the tenderer – The solvency certificate should not be less than Rs.5, 00,000/- (Rupees Five lakhs only). The solvency certificate should not be older than the date of issue of NIT andit should be valid for one year.	

14	Tender documents (s) in original, duly filled in and signed by tenderer or his authorized representative on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.	
15	Self attested copy of all Annexures A to J to be submit as per NIT in the prescribed pro-forma	
Annexure A	Near Relationship Certificate	
Annexure B	Experience Certificate	
Annexure C	Declaration About Genuineness Of Documents/Certificates	
Annexure D	Authorization for Payment Of Supplier's/Contractor's Bills Through E-Payment Proforma	
Annexure E	Certificate FOR TENDER DOCUMENT DOWNLOADED FROM INTERNET	
Annexure F	Letter Of Authorization For Attending Bid Opening, if applicable	
Annexure G	Declaration Of EPF & ESI And Misc. Provision	
Annexure H	Declaration On Clause By Clause Compliance	
Annexure I	Vendor Master Form	
16	Any Other Supporting Documents Asked For In Bid Document.	
17	This Check List	

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

.....

Signature and Name of the Authorized signatory of the Company

Place:.....

Date:.....

Rubber stamp/seal