

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
Dhule SSA of Jalgaon BA Maharashtra Telecom Circle

From: AGM (Planning)  
O/o G.M.Telecom  
BSNL, Jalgaon -425001.

To,  
.....  
.....  
.....

**Sub: e-Tender for Expression of Interest (EOI) for selection of firm(s)/partner(s) for outsourcing of 'Maintenance of Primary underground cables including jointing's on SLA basis for Dhule City Urban area in Dhule SSA (Under Jalgaon BA) of MH Circle.**

**Tender Enquiry No. T-112/EOI Base/Primary cable mtnc work/2020-21/01 Dated 19.02.2021**

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed 'Notice Inviting Tender' (NIT).

**A.G.M.(Planning)**  
**O/o G.M.T. Jalgaon**  
**Tel.: 0257-2227727**  
**E-Mail: sdeebjalgaon@gmail.com**

Signature & Seal of Bidder/Tenderer

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**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**  
Registered & Corporate Office: Bharat Sanchar Bhavan, H.C. Mathur Lane, Janpath, New Delhi 110 001.  
Corporate Identity Number (CIN): U74899DL2000GOI107739

**SECTION – 1**  
**Detailed NOTICE INVITING E-TENDER (DNIT)**  
 BHARAT SANCHAR NIGAM LIMITED  
 (A Government of India Enterprise)  
 O/o General Manager Telecom.,  
 Jalgaon-425001

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0 Dated 19.02.2021**

1. Digitally Sealed Tenders are invited by G.M.Telecom, Jalgaon, BSNL for outsourcing of 'Maintenance of Primary underground cables including jointing's on SLA basis for Dhule City Urban area in Dhule SSA (Under Jalgaon BA) of MH Circle for a period of one year.

S. No	Tender No.	Area of Work	Estimated cost of Work (In Rs.)	Cost of Bid Document (non – refundable) (in Rs.)	EMD (in Rs.)	Last date & Time of Submission of Bid	Date & Time of bid opening
1	T-112/EOI Base/Primary cable mtnce work/2020-21/01 Dated 19.02.2021	Dhule city urban area	25,00,100/-	590 ( 500 + GST Rs. 90= 590)	50002/-	On or Before 13.00 hrs. 15/03/2021	15.00 hrs. 16/03/2021

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) following "Link for E-tenders by BSNL" <https://etenders.gov.in/eprocure/app> (TENDER ID: 2021\_BSNL\_70886\_1)

- 2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), BSNL Jalgaon" and payable at "Jalgaon"

- 2.1.1 The MSE units shall be exempted for Tender Document fee on production of requisite proof in respect of valid certification from MSME for the tendered item.

- 2.2 Bidder is also required to sign the **NDA (Non-Disclosure Agreement)**.

- 2.3 The work will be awarded to the lowest bidder (L1).

- 2.4 The contractor can be asked to work in any other area of Dhule SSA/MH Circle at the approved rate in case of any exigency.

- 2.5 The evaluation of the tender will be done on the total price quoted in the Price Schedule at Section-9 Part-B of the tender document.

- 3.0 **Availability of Tender Document:** The tender document shall be available for downloading from **20/02/2021 onwards up to 13-00 Hrs of 15/03/2021** on all working days of this office.

- 3.1 Physical copy of the tender document would not be available for sale.

**Note-1 :** -The Tender document shall not be available for download on its submission / closing date.

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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4. **Eligibility Criteria: -**

- 4.1 The Bidder shall be a company registered in India under the companies Act 1956/2013 or a partnership firm/proprietorship firm registered in India.
- 4.2 **Financial Turnover:**  
Annual financial turnover (to be submitted along with Balance Sheet certified by CA) during each of the last 3 financial years i.e. **2017-18, 2018-19 & 2019-20** should be at least 30% of the annual estimated cost of this tender as given in Clause 1, Section 1.
- 4.3 **Experience:** The bidder should have experience of having successfully/satisfactorily completed similar work of U/G cable maintenance including jointing in any unit(s) of BSNL/ MTNL/ DoT/ Government Departments/ Government PSUs or Licensed Private Telecom Service Provider for an amount at least 35% of total Estimated Cost of this tender, during each of any three financial years of last five financial years i.e. **2015-16, 2016-17, 2017-18, 2018-19, 2019-20**. The experience certificate signed by Officer not below the rank of JAG level officer of BSNL / MTNL or Project Manager/Sr. Management Level Officer of the Company in case of any other licensed Private Telecom Service Provider is required to be attached. The Tender/Contract No., period of work done successfully/satisfactorily and amount of work should be mentioned in the experience certificate.

**Note –**

a. The bidders shall submit certificates of successful execution/ completion report from respective clients as documentary evidence to this effect.

**b. Experience certificates for works executed after 1st April, 2015 only will be considered.**

- 4.4 The Bidders Firm should not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India.
- 4.5 The Bidders Firm must have a Valid PAN No.
- 4.6 The Bidder should also have valid GST Registration Certificate.
- 4.7 Document establishing that the bidder is having valid registration with EPF and ESI along with latest EPF /ESI payment certificate are required to be submitted.
- 4.8 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
- 4.9 Successful bidder has to submit Tender document(s), in original, duly filled in and signed by Bidder or his authorized representative along with seal on each page before agreement signing.
- 4.10 **Copy of Solvency Certificate from Bidder's Bank** atleast for an amount of 40% of total Estimated Cost of this tender. The Solvency Certificate shall not be older than 6 months from the date of issue of NIT.

5. **Bid Security/EMD:**

5.1 **The bidder shall furnish the bid EMD (2 % of the total estimated cost for One year) in one of the following ways:-**

- (a) Demand Draft/ FDR drawn in favour of "AO (Cash), BSNL, Jalgaon and payable at Jalgaon.
- (b) Bank Guarantee from a scheduled bank drawn in favour of "AO (Cash), BSNL, Jalgaon SSA which should be **valid for 180 days** from the tender opening date.

Signature & Seal of Bidder/Tenderer

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5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6. **Date & Time of Submission of Tender bids: on or before 13.00 hrs. of 15/03/2021.**

**Note 4:** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids: 16/03/2021 at 15:00Hrs.**

8. **Place of opening of Tender bids:**

8.1 The tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's 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. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.

9. Tender bids received after due time & date will not be accepted.

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

11. G.M.Telecom, Jalgaon" reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. Tender document for e-bidding process can be down loaded from the E- tender portal following the <https://etenders.gov.in/e procure/app> from **20/02/2021 15:00 hrs onwards.**

12.1 The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the e-tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in).

12.2 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

**Note 5:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 6:** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

**A.G.M.(Planning)**  
**O/o G.M.T.Jalgaon.**  
**Tel.: 0257-2227727**  
**E-Mail: [sdeebjalgaon@gmail.com](mailto:sdeebjalgaon@gmail.com)**

Signature & Seal of Bidder/Tenderer

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**SECTION- 2**  
**Tender Information**

1. **Type of tender- :** Single Stage bidding using Two Electronic Envelopes system  
**Note 1:-** The bidder shall submit Techno-commercial & Financial bid simultaneously.  
**Note 2:-** The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.
2. **Bid Validity Period / validity of Bid offer:** 150 days from the date of tender opening and can be extended.
3. **Bid Document:-**
  - a) **Techno-commercial part** of the bid shall contain one set of the following documents only:-
    - i) EMD
    - ii) Cost of the tender documents i.e. tender fee.
    - iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
    - iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
    - v) Clause by clause compliance as per clause 11.2 of Section-4A
    - vi) Bidder's Profile & Questionnaire duly filled & signed.
    - vii) Non-Relation Certificate duly filled & signed.
    - viii) Undertaking & declaration duly filled & signed
    - ix) Documents stated in clause 10 of Section-4 Part A.
    - x) Tender/ Bid form- Section 9 Part A
    - xi) Electronic Form- Technical

**Note: a. Deleted**

**b.** The bidder/vendor/participating agencies are advised to go through the eligibility criteria/conditions carefully. After opening of bid any document or disorder or nonconformity or irregularity in a submitted bid or document will not be accepted and same shall not be get corrected or completed. The BSNL may, at its discretion ask the bidder for the clarification only. In case of any shortcoming in the submitted bid or documents/certificates, the bid shall be treated as unresponsive and shall be rejected.

- b) Financial part** of the bid shall contain one set of the complete price schedule as per Section 9 part B and any supporting documents required.

**Note:** -The following documents are required to be submitted offline (i.e. offline submissions) to AGM(PIg),BSNL,O/o G.M.T.Jalgaon-425001 on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and number and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i) EMD – Bid security (original copy)
- ii) DD of Tender fee
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

4. **Payment terms: As** detailed in **Clause 11 of Section-5 Part A** of the EOI document.

**End of Section – 2**

Signature & Seal of Bidder/Tenderer

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## SECTION- 3 Part A

### SCOPE OF WORK

#### Request for EOI:

#### 1. Introduction:

**BHARAT SANCHAR NIGAM LIMITED (BSNL)**, a Public Sector Enterprise, 100% owned by Government of India, with the dominant market share in the Wire line Telephony, Wireless Telephony, Broadband & Internet services besides other data services like MPLS- VPN, Leased circuits etc. BSNL is the largest Internet Service Provider (ISP) of India. As a leading telecom player, BSNL controls a wide range of telecom infrastructure such as Main Exchange Buildings, RSU Exchange Buildings, Transmission Centre Buildings, BTS sites, billing centers, customer care centers ...etc. For more details about BSNL, please log on to [www.bsnl.co.in](http://www.bsnl.co.in).

#### Purpose of EOI:

BSNL (from here on BSNL means SSA Head or Competent Authority floating the EOI) intends to invite Expression of Interest (EOI) from interested parties for providing work force for maintenance of Primary underground cables. After evaluation of EOIs, agreements will be entered with the successful party for a period of one year.

There has been frequent occurring of cable damaged by the private/local bodies and in many occasions cable stolen cases happened in most of the District areas. Sometimes, there are no controls of occurring of cable damages in Circles. In such a situation, restoration work gets delayed and quality of service suffered. Further, in many District area, sufficient numbers of cable jointers are not available. Under these circumstances, it is very difficult to maintain the parameters of Quality of Service of basis services in District area. So, the concept of outsourcing for maintenance of underground (UG) cable including jointing is envisaged.

Hence, BSNL intends to select firm(s)/partner(s) for outsourcing of Primary U/G Cable Maintenance including jointing.

The successful bidder shall assist BSNL in maintenance of Primary U/G Cable including jointing.

#### 2. Successful Bidder's responsibility::

##### A. Scope of Work:

1. To identify Primary underground cable fault.
2. Timely restoration work initiated such as digging and pit preparation etc. as per standard of BSNL construction manual.
3. To ensure proper Jointing of each pair of the UG cable through testing team of BSNL and Cable Jointer of contractor.
4. Cable route patrolling as and when required by BSNL.

Signature & Seal of Bidder/Tenderer

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Sl. No	Item of work
[A]	<p><b>CABLE JOB</b> U.G. cables and jointing kits shall be supplied by BSNL Dhule from the nearest store and other material shall be supplied by contractor. Contractor shall make arrangement for water pump, winch machine, cable drum roller, jointing machine, 100 V D.C. megger (Insulation tester), Cable Route Tracer and electric bulb connection from nearest available point, petro-max, testers and other items needed for restoration of cable fault.</p>
1	<p><b><u>Making Pit for attending cable faults –</u></b> Restoration of cable faults should be given topmost priority. Any cable break-down noticed by the BSNL Officer/Official will be intimated to the contractor. The contractor, in turn, will arrange required manpower within two (2) hours from intimation. Suspected faulty cable is to be identified by taking a perpendicular trial pit and thereafter the identified cable is to be exposed carefully without damaging other cables in the trench. After rectification of faults &amp; closing the open cable joints, the trenches shall be properly closed / refilled with soil, sand etc. The contractor shall take all responsibilities and risks in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, electric cables, sewers and cables from damage by contractor's operation in connection with the work. The contractor without cost to BSNL, shall promptly repair any damage occurred. Only wooden handled hand tools should be used. No crowbar / electro mechanical breaker should be used for digging operation in the proximity of electric cables / installations.</p>
2	<p><b><u>Recovery of the cable from the opened trench-</u></b> Recovered Cable is to be handed over to SDE I/C at Store's Godown.</p>
3	<p><b><u>Excavation of Trench and Laying of cable for short length</u></b> for (a) replacement of all types &amp; size of cables and (b) for tracing of cables, irrespective of strata due to work of different agencies in Rural as well as Urban areas and (c) during cable faults.</p>
4	<p><b><u>Cutting of Roads -</u></b> Including laying of RCC Pipes (150 mm/300 mm dia) while Road Crossing due to NMC / Other Agencies. RCC Pipes will be supplied by BSNL. In few cases road cutting may also be required for replacement of faulty cable pieces. The faulty cable pieces will be replaced and new cables to be laid/pulled through RCC Pipes/tubes.</p>
5	<p><b><u>Assisting the cable Splicer</u></b> for preparation of cables of 50/100/200/400/ 800/1200/ 600/2000 pairs for jointing/testing of cable pairs including operation, opening and closing the joints with proper jointing kit- for buried and duct cables. Jointing pits for jointing of UG Cable shall be wide enough to accommodate Cable Splicer/Joiner and his mate/assistant and should have sufficient jointing space inside. The assistant to the cable splicer should be fully competent to independently complete the jointing and closing of joints and complete the job of cable fault restoration under the supervision of the cable splicer or site engineer. Assistance to cable splicer shall include all works such as: Cleaning the affected piece of the cable for inspection, including dewatering of jointing pits wherever necessary. Cleaning &amp; preparing the cable for jointing by removing the armouring, sheath etc. In few cases, Teeing of cable pairs may be required for diversion of subscriber numbers from one cable to another cable. This should be done carefully without any interruption in the services. All the TEE cable pairs shall be tested from both ends for correct verification. The assistant shall also perform all the duties of the mate to assists the cable splicer; such as helping in erection of tent over the joint, carrying and handling tool kits, testers and other material of the cable splicer &amp; all other works which may be required from time to time for the cable jointing work.</p>

Signature & Seal of Bidder/Tenderer

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6	<p><b>Jointing of cables of sizes 50/100/200/400/800/1200/1600/2000 pairs</b> in emergency &amp; multiple faults. Jointing Kit Material will be supplied by BSNL.</p> <p>Jointing of cable pairs by using U Y connectors or modular connectors as per the size of the cable. Normally up to 200 pair cable, UY connectors will be used and beyond those modular connectors are required to be used with the help of jointing machines. Old PCUT cable may require jointing by twisting of cable pairs &amp; insertion of sleeves.</p> <p>Jointing of Cable of Sizes 50/100/200/400/ 800/1200/1600/2000 Pairs - activities are involved- (i) Preparation of cable ends for jointing (ii) Making Joint using UY connector/Modular connectors/ PVC Sleeves (iii) Sealing with Jointing Kit.</p> <p>In case TSF kits are not supplied by BSNL, then temporary joints are to be made without using TSF Kit. In such case 20% amount of SOR mentioned below will be deducted from the billed amount of that particular joint due to incomplete work.</p> <p>(Note:-Provision of this item of work in tender does not entitle to leave the UG Cable Joint without provision of Jointing Kits, hence all effort should be made for formal jointing only under circumstances when jointing kits are not available &amp; it should be done as per this SOR rates.)</p> <p>After finishing the work of jointing cable pairs, joints shall be closed by using standard jointing kits. Before closing the joints, Name of the joiner, Name of the contractor and the date of jointing shall be written on a piece of paper and kept inside the joint.</p> <p>The jointing work should be done by personnel (having experience in jointing of UG cable) using standard tools and accessories through different type of joints such as straight, branch, tee joint. The work order for jointing work will be issued either in case of non-availability of Departmental (BSNL) Cable Joiner or Heavy Work load to the available departmental (BSNL) cable joiner or in emergency, multiple faults and in any other critical case only.</p> <p>The items of work involved in jointing are as under</p> <p>Digging the pit for the joint (covered under activity Making pit for attending cable faults &amp; back filling (1 M X 1M X 1M), Preparation of cable ends for jointing, End-to-End cable pairs testing, Jointing of cable conductors by twisting or by machine jointing using module connectors, Cleaning the joint and flooding of the joint, Providing protection to the joint with half round RCC pipe/Stone Slab/Pre cast RCC slabs/ Layer of Bricks, Back filling and compacting, Providing joint indicators and noting, distances from three permanent points for future reference to locate the joint.</p>
7	<b>Replacement of faulty duct cable</b> irrespective of size.
8	<b>Placing Half- Round RCC Pipe</b> for protection of joints to newly laid cable of 100 Prs. & above, only in cases when the faulty piece is replaced by new cable laid on different route. The material will be issued by BSNL.
12	<b>Replacement of faulty C.T. Boxes.</b> CT Box will be issued by BSNL.
13	<b>Replacement of faulty Krone Module of C.T. Box with re-termination.</b> Krone Module will be issued by BSNL.
14	<b>Shifting of Pillar due to Road Widening</b> [erection of New Pillar with plinth foundation, earthing].
16	<b>Termination of Cable in Pillars-</b> Assisting for Transfer of Numbers from old Pillar to New Pillar, making T-Joints, jumpering and testing at New Pillar, T-Cutting and closing of joint. Jointing Kit, Jumper wire will be supplied by BSNL.
17	<b>Duct-</b> (a) Opening of Man Hole/Hand Hole lids of cable ducts. (b) Removal of water /mud, cleaning of duct. Pump set motor will be arranged by BSNL.
12	The contractor will have to carry out the Patrolling of UG Cable Routes of all District / SSA areas assigned under the contract by BSNL.

- ❖ Any item of work which is not specified in the scope of work as above but which will be required for restoration of cable faults, should be performed by the contractor and no extra charges shall be paid for this work, unless, the work is major in nature. Decision of the Site Engineer shall be final in this regard.

Signature & Seal of Bidder/Tenderer

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Sl. No	Item of work
[C]	<b>SUPPLY OF MANDAYS</b>
1	In emergency, for maintenance and development work of Cable faults and allied works, as and when required; the contractor will have to arrange for required man days at short notice. The field officers will take special approval from the GMTD Jalgaon, BSNL, before issuing the work order for supply of man days, in all the cases.
2	In emergency, for Patrolling of UG Cable Route wherever earth excavation work for water/drainage/sewage pipeline work, road construction work etc carried out by NMC/PWD/CPWD/Local Authority, as and when required; the contractor will have to arrange for required man days at short notice. The field officers will take special approval from the GMTD Jalgaon, BSNL, before issuing the work order for supply of man days, in all the cases.

- The bidder has to execute this tendered work as per the Speciation given and in the quantity mentioned in the AWO/WO.
- The quality of the work should be same or better than the specification given in section-3 Part B, section-3 Part C.
- The work of activities should be completed in time as mentioned in the WO.
- All delayed work will be penalized as per the penalty clause in tender documents.
- If it will be found that the work executed against activities do not conform as per specification given in Section-3 Part-B, Section-3 Part C, the total job will be rejected, and the bidder has to perform the work satisfactorily as per specification given in Section-3 Part-B, Section-3 Part C.
- Single document can be used for quoting all the items. Evaluation will be done package-value basis only.
- Bidder shall quote as per Price Schedule given in Section 9 Part B for all item given in the Schedule of Requirement at Section 3 Part C. Price Schedule of each bidder will be evaluated package –value basis.
- Successful bidder has to maintain the following services/work during the contract period/extended contract period.
- The contractor shall submit all the stores recovered / balance to the Store Depot as directed by the Engineer (I/C). The transportation charges or any other expenditure incurred for carrying out the work will be borne by the contractor. The contractor shall take utmost care for completion of work in shortest time for restoration of fault as early as possible.

### 3. Scope of activity by BSNL

#### 3.1 BSNL Responsibilities:

3.1.1. BSNL has to intimate about the cable faults to Contractor by e-mail, SMS, WhatsApp etc. (whichever is feasible immediately) to take action for rectification of the faults, followed by written confirmation.

**3.1.2. The stores such as UY connectors, Polythene Sheets jointing kits, sleeves, tapes and UG cable only will be supplied by BSNL. Further, the BSNL will keep the sufficient stores with the contractor to avoid delay in rectification of faults. Contact numbers, details of the outdoor staff and lay-out diagram of UG cable may be given to the contractor.**

3.1.3. If lay-out diagram is not available, all possible help may be extended to the contractor.

Signature & Seal of Bidder/Tenderer

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### 3.2 Roles of BSNL staff:

3.2.1. Staff at BSNL MDF/Test Room: The BSNL staff shall coordinate with the person engaged in cable restoration work of the contractor. Person engaged for cable restoration work shall report to concerned supervisor i.t. "DE/SDE/JTO outdoor/JE/Telecom Technician" as the case may be. All testing report will be prepared by Contractor and countersigned by the MDF/Test room staff.

3.2.2. Cable jointer/sectional Telecom Technician shall co-ordinate with the contractor's manpower so as to ensure the quality of restoration work. They should also co-ordinate for rectification of fault to the persons engaged by the contractor. Details of work done report will be given to DE/SDE/JTO outdoor/JE in charge of outdoor plant.

3.2.3. SDE/DE (Outdoor Plant): The nodal officer shall be unit in-charge i.e. SDE/JTO/JE/TT as the case may be in SDCA and the work of contractor shall be scrutinized by these officers including area DE also.

3.2.4. Demarcation of responsibility is necessary to streamline the work for better execution. Nodal person at the contractor end and BSNL end shall be displayed with address, contact no. and e-mail ID for transparency.

**End of Section-3 Part A.**

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**SECTION- 3 Part B**  
**TECHNICAL SPECIFICATIONS/REQUIREMENTS**

**Objectives of the proposal:**

1. To improve the quality of services of Landline / broadband.
2. To improve the MTTR (mean time to repair) of cable faults.
3. Prevention and timely rectification of faults.

**GENERAL SPECIFICATIONS OF WORKS:**

The Primary underground Copper Cables are extensively used in outdoor network of an exchange system. The primary cables, which are of higher size, are laid from Telephone Exchange to pillars. The planning of U.G. cable network is guided by the Planning guidelines of the BSNL for external plant issued from time to time. The major portion of investment in telecom network goes into construction of U.G. cable network. Further, the quality of construction of U.G. cable network decides the quality and reliability of Telecom Services delivered to the customers to a large extent. Therefore, the construction and maintenance practices of U.G. cables should be of very high quality, strictly in accordance with guidelines issued by BSNL CO New Delhi.

1. Depending on the site-specific requirement, BSNL reserves the right to order all or any of the items of work specified in the schedule of rate anywhere in the jurisdiction of GMT, Jalgaon, BSNL for Maintenance of Primary U/G Cable networks and the quantum of work are subject to change depending on the actual site requirements.

2. The bidder shall have to carry out transportation of any equipment, required for the assigned work, from BSNL warehouse in the SSA HQ or any location in the SSA as specified by BSNL to the U/G. Cable Maintenance site at his own cost.

3. Maintenance work is to be carried out in accordance with the specification of bid document and as per instructions given by Engineer in charge or by site engineer without causing any delay within specified time limit given below:

3.1. 50 to 200 pair cable, allowable repair time should be 8 hours.

3.2. More than 200 pair cable, allowable repair time should be 10 hours.

3.3. Extra time may be given in unavoidable circumstances by the DE outdoor in charge as per local conditions. All testing equipment required for the job will be provided by the contractor.

4. Dismantled equipment/material if any will be transported back to BSNL office by the contractor.

5. Contractor will ensure that the site is cleared in all respects after installation of the equipment's and completion of the works of Maintenance.

6. Contractor will ensure safety of all equipment's during installation, maintenance work, transportation, loading, unloading. Loss caused due to any damage caused to the equipment's during the work shall have to be borne by the contractor.

7. The contractor will be responsible for any damage to building/structure during installation, maintenance work. In this regard expenditure / solution of any legal or financial implications thereof shall be borne by the contractor.

8. The contractor is fully responsible for the safe transportation of store material and repairing/maintenance work at site.

9. The contractor will ensure that the employees engaged for the works are neatly dressed and behave properly with residents/neighbors of the site.

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

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bidder shall have required equipments to detect the underground utilities/obstructions.

11. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of agreement, the contractor shall at his own expenses arrange for the safety provisions such as safety belts, Helmets etc. as per the C.P.W.D. safety code framed from time to time & shall at his own expense provide for all facilities in connection therewith. All labours employed for Copper Cable maintenance must be insured for their life & contractor has to submit a copy of insurance/ESIC cover taken against all the labours to work order issuing authorities & AGM (Plg) BSNL JALGAON for information necessary action & records, and no labour should be employed without insuring his life against fatal accidents.

12. The contractor will use his own tools, & other required implements in carrying out the job.

13. The work is to be carried out in accordance with the specification of bid document and as per instructions given by Site/Exchange In-Charge without causing any delay. The Team of the contractor should attend the fault within informed time period of Telephonic Instructions/SMS/WhatsAppMail/In Writing as detailed at Clause no.3 above.

14. BSNL representative at work site shall be the site engineer or such other representative as the Engineer-in charge may from time to time designate in writing. Notice given in writing by the contractor or by his representative to the site engineer shall be deemed to be notice given to the BSNL. Notice given in writing by the site Engineer to contractor or his representative shall be deemed to be the notice given by the BSNL, to the contractor.

15. The Engineer-in-charge shall be the final judge of the quality & quantity of work.

16. The contractor shall guarantee that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish in all respects and in conformity with the specifications and directions. The contractor shall also undertake to repair or replace at his own cost and risk any defect in the work or part thereof which may develop due to bad workmanship or otherwise due to the fault of the contractor as the case may be.

17. The obligations of the Engineer-in-charge or his authorized representative of the BSNL, towards the contractor are generalized as under:

17.1 To issue work order & inspect the works executed by the contractor w.r.t. tender specifications. If justified on sufficient grounds, to grant the extension of time for completion of work.

17.2 To measure the work done and other work connects thereof.

17.3 To maintain the fault docket.

#### **18. Responsibility of the contractor:**

18.1. Contractor manpower shall have knowledge of laying and jointing of all types of telecom UG copper cable network. Skilled persons are to be deployed for jointing of cable's pair. Contractor should abide prevailing Labour Wages Act. Necessary testing instruments such as route tracer, cable fault locator, jointing tools, insulation testers, etc. are to be arranged by contractor. Stores required for attending the fault/restoration as assessed by JE/JTO/SDE, will be received by the contractor and after completion of work, all unutilized materials shall be returned by the contractor to store and shall be properly accounted. Actual utilization of the material shall be certified by the contractor and to be attested by in-charge JE/JTO/SDE. Contractor has to provide safety measure while attending cable work to the workers and providing proper barricades and road signs wherever required. Transportation of laborers and materials to work spot and back to their station shall be the responsibility of the contractor. After rectification of cable fault, same has to be verified from JE/JTO/SDE before processing the bills.

18.2 **Patrolling of cable network should be scheduled by the contractor in a time bound manner as preventive maintenance as and when intimated by BSNL by way of separate work order. Further, in case of any cable damage / theft, contractor shall take necessary action to safeguard the BSNL cable and is required to file FIR in time bound manner before the concerned authorities under intimation to the BSNL field authorities.**

18.3 Contractor should intimate to concern SDE/JTO/JE by e-mail, SMS, WhatsApp etc. after rectification of faults indicating completion time of repair work followed by written confirmation. The testing of cable pairs is required to be done as per standard telecom line parameters to avoid complaints of noise/low signal/low SNR, especially in case of broadband.

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- 18.4 The contractor shall carry out the all requisite testing formalities as instructed by the site in charge in co-ordination with concerned BSNL area in-charge / exchange in-charge. The testing of the restored cables includes: MDF – Pillar (Primary cable).**
- 18.5 Obtaining all types of permission from local authorities shall be the responsibility of the contractor to rectify the Cable faults immediately.
- 18.6 If any damages are done by contractor to any other service providers/agencies network within the operating area, then compensation/restoration would be the responsibility of the contractor.
- 18.7 If the contractor desires an extension of time for completion of the work on the grounds of unavoidable hindrance in its execution, he shall apply in writing to the Engineer-in-charge within two days of the date of hindrance on account of which he desires such extension. If the Engineer-in-charge in his opinion feels that reason shown is genuine, then only extension of time may be granted. In such cases, BSNL Engineer I/C will be final authority for extension of time.
- 19 In case of the benefits due to reduction in taxes/duties shall be passed on to the BSNL, DHULE & no benefit that may accrue due to increase will be permitted to the Contractor.
- 20 It will be in the discretion of the Engineer-in-charge to revise or modify or extend the time limits specified for the work ordered to the contractor.
- 21 The contractor shall be responsible for the transportation and safe custody of all materials issued by BSNL which is in the custody of contractor, at his own cost.
- 22 The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangement at his own cost for the storage at site and transportation of all such material to actual work spot and for returning the surplus and unused material to the designated place after completion or termination/determination of contracted work, unless otherwise specifically mentioned for any items of work in the work schedule.
- 23 The contractor will have to make the arrangements for intimating the progress of the works awarded. The contractor will intimate the telephone number and address/ Email/Mobile No on which he/they or their representative can be contacted so that any important message or instructions can be passed on without fail.
- 24 The contractor shall comply with all provisions of the 'payment of wages Act 1936', minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial, Disputes Act 1947, Maternity benefit Act 1961 and the Contract Labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL, against payments to be made for the observance of the laws aforesaid as applicable.
- 25 The tenderer shall abide with provisions of all Labour Laws including EPF, ESIC & Miscellaneous Provisions Act 1952 & Employees Provident scheme 1952 in respect of labours/ employees engaged by the contractor for performing the work of BSNL.

**26. Delay in the Contractor's Performance and penalties :**

Penalty will be imposed on the basis of cables repair delay time. The penalty recommended is as below:

In-time repair of cable (in %)	Penalty
>=95%	No penalty
85-<95%	10% deduction of billed amount
75-<85%	20% deduction of billed amount
<75%	25% deduction of billed amount

**27. Contractors Bill Payments.**

27.1. The bill will be submitted on monthly basis.

27.3 If the percentage of cable attended within norms is less than 75 % for 3 months within a year, BSNL, reserve the right to terminate the contract after giving due notice after taking into account all the

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circumstances as per local conditions. If any discrepancy (like calculation of down time or any other matter etc.) arises the DE outdoor in charge of that area will be the final authority to decide the matter.

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

Size of existing UG/ OF cables cut/ damaged	Amount of penalty per cut/ damage
Up to 100 pairs cable	RS 500.00 (Five Hundred)
Above 100 pairs and up to 400 pairs	Rs 1000.00 (One thousand)
Above 400 pairs	Rs 2000.00 (Two thousand)
O.F. Cable of any size	Rs 50000.00 (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 labour + jointing kit) shall be recovered from the contractor.

- 27.5** Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to Contractor either by Engineer-in-charge or concerned third parties in writing. The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer.

- 27.6** Engineer-in-charge at his absolute discretion shall reserve the right to reject any bill submitted by the Contractor prior to making payment by him to third parties for the damages caused or to deduct same amount from his bill.

**28 The Penalty to damage stores/materials supplied by the BSNL while laying:-**

- 28.1** 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.

**29 JURISDICTION OF CONTRACT**

The works includes under the jurisdiction of Dhule SSA as per the instructions of the authority and as the case may be.

**Technical specifications for CFR & Rehabilitation in Dhule City Urban area under Dhule SSA**

**“The requisite permission for the work of excavation/digging of pit(s) or trench (es) for Primary Cable Fault Restoration and Rehabilitation and related work thereof to be carried out in Municipal Corporation Area/Municipal Area/Gram Panchayat Area as the case may be, covered under this tender, is to be obtained by the contractor whereas the reinstatement charges thereof will be borne by the BSNL.”**

**Technical specifications & Scope of work for cable fault restoration-URBAN/RURAL AREA**

Cable faults cause disruption in the telecom services and are accorded highest priority in restoration. Therefore, the contractor shall arrange required manpower and the jointers within a notice period of 2 hours. This information would be given by an officer of the rank of JE/JTO or above on telephone number as given by the contractor in the tender document or later on communicated in writing as contact number by the contractor. The written work order shall be given at the site. The contractor should be in a position to perform the restoration work at 4 to 5 sites simultaneously.

The work includes all the activities related to the Under Ground Cable Fault Restoration.

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1. Suspected faulty cable is to be identified by taking a perpendicular trial trench and thereafter, the identified cable is to be exposed carefully without damaging other cable in the same trench, till the fault is found.
2. Trenching for locating the exact location of the cable fault is to be carried out for all types of soil (soft, hard, asphalt, concrete stone, slabs etc). After the rectification of faults, the trenches shall be properly closed. The standard size of the trench shall be 1 meter depth and 45 cm width.
3. Jointing pits shall be made for jointing the cable, which shall be wide enough to accommodate cable splicer & his mate and should also have sufficient work space for jointing the cable.
4. In few cases road cutting may also be required for replacement of faulty cable pieces, which shall be done through RCC pipes. The size of the RCC pipe required shall be specified by the officer in charge.
5. The assistant to the cable splicer should be fully competent to independently complete the jointing and closing of joints and complete the job of cable fault restoration under the supervision of the cable splicer or site engineer. Assistance to cable splicer shall include all works such as :
  - a. Cleaning the affected piece of the cable for inspection, including dewatering of jointing pits wherever necessary.
  - b. Cleaning & preparing the cable for jointing by removing the armouring, sheath etc.
  - c. Jointing of cable pairs by using U Y connectors or modular connectors as per the size of the cable. Normally up to 200 pair cable, UY connectors are used and beyond that modular connectors are required to be used with the help of jointing machines. Old PCUT cable may require jointing by twisting of cable pairs & insertion of sleeves.
  - d. After the complete jointing, joints shall be closed by using standard jointing kits. Before closing the joints, Name of the joiner, Name of the contractor and the date of jointing shall be written on a piece of paper and kept inside the joint.
  - e. In few cases Teeing of cable pairs may be required for diversion of subscriber numbers from one cable to another cable. This should be done carefully without any interruption in the services. All the TEE cable pairs shall be tested from both ends for correct correspondence.
  - f. The assistant shall also perform all the duties of the mate to the cable splicer; such as helping in erection of tent over the joint, carrying and handling the tool kits, testers and other material of the cable splicer & all other works which may be required from time to time for the cable jointing work.
  - g. De-watering of the jointing pit shall also be carried out whenever necessary.
  - h. Similar duties shall be performed by the assistance to the cable joiner for the works related to the duct.
6. U.G. cables and jointing kits shall be supplied by BSNL, Dhule from the nearest store and other material shall be supplied by contractor. Contractor shall make arrangement for water pump, winch machine, cable drum roller, jointing machine, 100 V.D.C. Megger (Insulation tester), and electric bulb connection from nearest available point, petro-max, testers and other items needed for restoration of cable fault.
7. **Any item which is not covered in the Rate Schedule but which is required for restoration of cable faults, shall be performed by the contractor and no extra charges shall be paid for this work, unless, the work is major in nature and requires more than 1/2 man day for completion. The decision of the Site Engineer shall be final in this regard.**
8. Dewatering /de-silting of manholes.
9. Hiring and deployment of JCB machines.

#### **Rehabilitation of Pillar**

- 1 Comprehensive cleaning of CT Boxes (Removal of dust & jelly residuals).
- 2 Cleaning of pillar shell.
  - a Rubbing by emery cloth (removal of rust/ unwanted coating).
  - b Removal of posters/ bills without damage to existing coats of paint.
  - c Providing a coat of anti-corrosive paint i.e. red oxide (ISI mark red oxide to be supplied by contractor).

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- d Painting of pillars with smoke gray synthetic Enamel ISI mark paint (paint to be supplied by contractor).
- 3 Sign writing of pillars with pillar no warning, name & emblem of BSNL, Pune (as specified in work order).
- 4 Earthing of pillar shells with 14 gauge copper wire using GI plate of 6" X6" and 4 mm thickness, buried at a depth of 4 feet and filled up with charcoal, sand & salt. The copper wire shall be properly fastened with nut & bolts at the GI plate and taken through GI pipe with required bend at foundation and terminated properly inside the pillar. (all material is to be supplied by contractor)
- 5 Preparation of termination chart of pillar on laminated sheet of A4 size.(Details to be supplied by BSNL).
- 6 Providing external locking arrangement of pillars.
- 7 For jumpering in pillar.
  - a Re-jumpering including both way termination (old jumper).
  - b Replacement of jumper with joints including both way termination. (Jumper wire shall be supplied by BSNL)
- 8 Fitting of loose CT Boxes.
- 9 Fitting of plastic rings (to be supplied by contractor).
- 10 Replacement of faulty Krone Modules with re-termination.(modules shall be supplied by BSNL)
- 11 Supply & fixing of pillar matting.
- 12 Supply & fitting of Rubber Gasket to avoid leakage of water into pillar.
- 13 Straightening & strengthening of foundation of sagging/tilted pillars.

#### **Shifting of pillar Shell**

- 1 Erection of new shell along with plinth/foundation preparation, earthing, painting, sign writing, fitting of CT boxes, fitting of plastic rings etc.(Pillar Shell, CT. Boxes & Plastic Rings shall be supplied by BSNL)
- 2 digging of trench/pit around new pillar for leading in cables
- 3 digging of trench/pit around old pillar for exposing the old cables and making space for Tee joints.
- 4 Laying of different sizes of cable from old pillar to new pillar with brick protection and as per standards of BSNL i.e.1 meter depth & 0.45 meter top width. (Cable shall be supplied by BSNL)
- 5 termination of cables in the new pillar
- 6 Transfer of numbers from old pillar to New pillar
  - a making Tee joints at old pillar
  - b Jumpering and testing at new pillar
  - c tee cutting and closing of joints( Jointing Kits with connectors shall be supplied by BSNL)
- d Supply & providing protection to the joint by half round RCC pipe 150 mm, refilling, ramming & levelling of pits at both new and old pillar.
- 7 Removal of old pillar material carefully without any damage & the recovered material may be re-utilised, transportation and return to the store
  - a Removal of old CT Box's termination carefully and cleaning for re-use & returning to store.
  - b Removal of cable pieces after Tee Cutting & returning to store.
  - c Removal of Pillar shell without damages and re-levelling of surface & returning to store.

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### **Erection Of Sub Pillar**

1. *The items included in Sub-pillar erection is a complete job work and no extra payment for any work related to that activity shall be made.*
2. *The recovered and extra store shall be returned to officer in charge of the work.*
3. *Pillar shell foundation should be laid by using composite mixture of 1-part cement, 2-part sand, 4-part metal stone and curing of foundation with water for a week.*
4. *Earthing of Pillar Shell includes Material. This involves providing earthing to the pillar shell, wherever required. The earthing will be provided to the pillar shell using 6" X 6" and 4 mm thick GI plate buried at the depth of 4 feet and copper wire of 14 Gauge dia properly fastened with nut and bolts to GI plate at one end and inside pillar shell on the other end. The copper wire should be taken through GI pipe with required bend at the foundation. The mixture of charcoal, salt, sand, water etc should be used for earthing purposes.*
5. *Painting of Pillar (inclusive of material). This involves removing the old / existing colour (inside & outside of Pillar) with the help of sand paper of good quality, applying one coat of Red Oxide paint and finally applying 2 coats of Grey / Blue or any other colour, as specified to the Pillar shell.*

The sign writing at Sub-pillars is to be done as per the instructions of the controlling officer.

**End of Section-3 Part B.**

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**SECTION-3 Part C**

**Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

**SCHEDULE OF REQUIREMENTS (SOR)**

**1. SCHEDULE OF REQUIREMENTS.**

Vendor/Contractor shall supply/perform, configure the services/activities for quantum of work pertaining to this tender as detailed given below. The Estimated Cost of the tender is based on the quantum of work as detailed given below:

The schedule of requirement is as below. The quantity mentioned below is purely tentative & may increase / decrease as per actual. If the actual quantity falls below the tender quantity, No compensation in this regard shall be entertained.

**SCHEDULE OF REQUIREMENTS FOR DHULE CITY URBAN AREA: -**

<b>A) Cable Works</b>			
<b>Sr. No.</b>	<b>Description of work</b>	<b>UNIT</b>	<b>Estimated Quantity</b>
<b>A</b>	<b>B</b>	<b>D</b>	
1	Making pit for attending cable faults & back filling (1 M X 1M X 1M)		
1.1	(a) In ordinary soil	Cub. Meter	1400
1.2	(b) Kharanja	Cub. Meter	150
1.3	(c) Tiled/Cement Concrete	Cub. Meter	200
2	Recovery of Old Directly buried cables		
2.1	100 pairs /200 pairs	R.M.	800
2.2	400 pairs	R.M.	300
2.3	800 pair & above	R.M.	50
3	Excavating trenches of A Type Including back filling, compacting (after laying the cable(s)) and removing excess earth from site irrespective of strata encounter while trenching.		
3.1	a) Excavation & Refilling of trench per meter for laying of UG Cable of 50 Pairs and above at Depth 1.00 meter and Width of [(0.45+0.30)/2] meter.		
	50 Pr and above at 1 m depth		
	(a) In ordinary soil	Per Meter	800
	(e) Kharanja	Per Meter	100
	(f) Tiled/Cement Concrete	Per Meter	100
3.2	b) Excavation & Refilling of trench per meter for laying of 50 Pairs UG Cable at Depth 0.60 meter and Width of [(0.45+0.30)/2] meter		
	50 Pr and above at 0.6 m depth		
	(a) In ordinary soil	Per Meter	800
	(b) Kharanja	Per Meter	100
	(c) Tiled/Cement Concrete	Per Meter	100
4	Pulling & Laying of cable		
4.1	upto 100 prs.	Per Meter	1000
4.2	For cables of 200 prs.	Per Meter	550
4.3	For cables of 400 prs.	Per Meter	500
4.4	800 prs. & above	Per Meter	400
5	Cutting Roads		
5.1	for Tarmac / Asphalt	Per Meter	300
5.2	for Kharanja	Per Meter	130
5.3	for Tiled / cement concrete	Per Meter	130
5.4	for R.C.C.	Per Meter	130

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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6	Joining of Cable of Sizes 50/100/200/400/800/1200/ 1600/ 2000 Pairs - activities are involved- (i) Preparation of cable ends for joining (ii) Making Joint using UY connector/Modular connectors/ PVC Sleeves (iii) Sealing with Jointing Kit.		
	In case TSF kits are not supplied by BSNL, then temporary joints are to be made without using TSF Kit. <u>In such case 20% amount of SOR mentioned below will be deducted from the billed amount of that particular joint due to incomplete work.</u>		
	(Note:-Provision of this item of work in tender does not entitle to leave the UG Cable Joint without provision of Jointing Kits, hence all effort should be made for formal jointing only under circumstances when jointing kits are not available and it should be done as per this SOR rates.)		
6.1	50 Pairs	Per Joint	150
6.2	100 Pairs	Per Joint	100
6.3	200 pairs	Per Joint	100
6.4	400 pairs	Per Joint	80
6.5	800 pairs & above	Per Joint	80
7	Replacement of faulty Duct Cable irrespective of size		
7.1	up to 200 pairs	Per Meter	10
7.2	400 pairs	Per Meter	15
7.3	800 pairs	Per Meter	10
7.4	1200 pairs & above	Per Meter	20
8	Laying of Half Round RCC Pipe for protection of joints to newly laid cable of 100 Pairs & above, only in cases when the faulty piece is replaced by new cable laid on different route	Per Meter	100
9	Replacement of faulty C.T. Boxes with modules -	Per 100 pairs	99
10	Replacement of faulty Krone Module of C.T. Box with re-termination	Per 10 pairs	25
11	Shifting of pillar due to road widening [Erection of new Pillar with plinth foundation, earthing], including removal of old Pillar, old C.T. Box, small cable pieces, re-leveling of surface, after removal of old Pillar.		
11.1	A) For Pillars up to 1000 Pairs	Per Unit	5
11.2	B) For Pillars above 1000 Pairs	Per Unit	3
12	Termination of cable in Pillars –Assisting for transfer of Numbers from old Pillar to New Pillar, making T joints, Jumpering & testing of New Pillar, 'T' Cutting & closing of Joint.	Per 100 pairs	32
13	Duct		
13.1	(a)Opening of Man Hole / Hand hole lids of cable ducts	Per MH	20
13.2	(b) Removal of water / mud, cleaning of duct.	Per MH	10
<b>C) SUPPLY OF MAN DAYS</b>			
Sr. No	Description of work	UNIT	
A	B	D	
1	Supply of Man days for maintenance and development work of Cable fault and allied works as and when required in emergency nature of works.	Per Man day	400
2	Patrolling of UG Cable Route wherever earth excavation work for water/drainage/sewage pipeline work, road construction work etc carried out by MC/PWD/CPWD/Local Authority/any other agencies.	Per Man day	200

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*The quantum of work mentioned as above are estimated quantity only, however the actual quantity may be varied as per actual works requirement within the overall limit of Estimated Cost/Contracted Value in terms of rupees or in physical terms as BSNL decides.*

D. **SLA of cable Maintenance works:** - Maintenance work is to be carried out in accordance with the specification of bid document and as per instructions given by Engineer in charge or by site engineer without causing any delay within specified time limit given below:

**3.1 50 to 200 pair cable, allowable repair time should be 6 hours.**

**3.2. More than 200 pair cable, allowable repair time should be 8 hours.**

**3.3. Extra time may be given in unavoidable circumstances by the DE outdoor in charge as per local conditions.**

Signature & Seal of Bidder/Tenderer

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**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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## 2. SCHEDULE OF RATES\* (SOR).

The Estimate d Cost of the tender is based on the rate as detailed given below:  
SCHEDULE OF RATES, FOR TENDER OF outsourcing of 'Maintenance of Primary underground cables including jointing's on SLA basis for Dhule City Urban Area in Dhule SSA of MH Circle.

Sr. No.	Description of work	Schedule of Rate of Tender	UNIT
A	B		D
1	Making pit for attending cable faults & back filling (1 M X 1M X 1M)		
1.1	(a) In ordinary soil	125.46	Cub. Meter
1.2	(b) Kharanja	107.9	Cub. Meter
1.3	(c) Tiled/Cement Concrete	129	Cub. Meter
2	Recovery of Old Directly buried cables		
2.1	100 pairs /200 pairs	11.89	R.M.
2.2	400 pairs	55.04	R.M.
2.3	800 pair & above	70.65	R.M.
3	Excavating trenches of A Type Including back filling, compacting (after laying the cable(s)) and removing excess earth from site irrespective of strata encounter while trenching.		
3.1	a) Excavation & Refilling of trench per meter for laying of UG Cable of 50 Pairs and above at Depth 1.00 meter and Width of $[(0.45+0.30)/2]$ meter.		
	50 Pr and above at 1 m depth		
	(a) In ordinary soil	125.46	Per Meter
	(e) Kharanja	107.9	Per Meter
	(f) Tiled/Cement Concrete	129	Per Meter
3.2	b) Excavation & Refilling of trench per meter for laying of 50 Pairs UG Cable at Depth 0.60 meter and Width of $[(0.45+0.30)/2]$ meter		
	50 Pr and above at 0.6 m depth		
	(a) In ordinary soil	68.55	Per Meter
	(b) Kharanja	58.70	Per Meter
	(c) Tiled/Cement Concrete	70.35	Per Meter
4	Pulling & Laying of cable		
4.1	upto 100 prs.	12.44	Per Meter
4.2	For cables of 200 prs.	12.44	Per Meter
4.3	For cables of 400 prs.	55.87	Per Meter
4.4	800 prs. & above	72.3	Per Meter
5	Cutting Roads		
5.1	for Tarmac / Asphalt	132.9	Per Meter
5.2	for Kharanja	94.09	Per Meter
5.3	for Tiled / cement concrete	209.25	Per Meter
5.4	for R.C.C.	258.04	Per Meter
6	Jointing of Cable of Sizes 50/100/200/400/800/1200/ 1600/ 2000 Pairs - activities are involved- (i) Preparation of cable ends for jointing (ii) Making Joint using UY connector/Modular connectors/ PVC Sleeves (iii) Sealing with Jointing Kit.		

Signature & Seal of Bidder/Tenderer

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	In case TSF kits are not supplied by BSNL, then temporary joints are to be made without using TSF Kit. In such case 20% amount of SOR mentioned below will be deducted from the billed amount of that particular joint due to incomplete work.		
	(Note:-Provision of this item of work in tender does not entitle to leave the UG Cable Joint without provision of Jointing Kits, hence all effort should be made for formal jointing only under circumstances when jointing kits are not available and it should be done as per this SOR rates.)		
6.1	50 Pairs	1,348.68	Per Joint
6.2	100 Pairs	1,620.51	Per Joint
6.3	200 pairs	1,892.33	Per Joint
6.4	400 pairs	2,435.99	Per Joint
6.5	800 pairs & above	8,918.01	Per Joint
7	Replacement of faulty Duct Cable irrespective of size		
7.1	up to 200 pairs	134.42	Per Meter
7.2	400 pairs	134.42	Per Meter
7.3	800 pairs	134.42	Per Meter
7.4	1200 pairs & above	134.42	Per Meter
8	Laying of Half Round RCC Pipe for protection of joints to newly laid cable of 100 Pairs & above, only in cases when the faulty piece is replaced by new cable laid on different route	4.4	Per Meter
9	Replacement of faulty C.T. Boxes with modules -	652.38	Per 100 pairs
10	Replacement of faulty Krone Module of C.T. Box with re-termination	65.24	Per 10 pairs
11	Shifting of pillar due to road widening [Erection of new Pillar with plinth foundation, earthing], including removal of old Pillar, old C.T. Box, small cable pieces, re-leveling of surface, after removal of old Pillar.		
11.1	A) For Pillars up to 1000 Pairs	6,546.00	Per Unit
11.2	B) For Pillars above 1000 Pairs	9,150.00	Per Unit
12	Termination of cable in Pillars –Assisting for transfer of Numbers from old Pillar to New Pillar, making T joints, Jumpering & testing of New Pillar, 'T' Cutting & closing of Joint.	118.29	Per 100 pairs
13	Duct		
13.1	(a)Opening of Man Hole / Hand hole lids of cable ducts	112.02	Per MH
13.2	(b) Removal of water / mud, cleaning of duct.	112.02	Per MH
<b>C) SUPPLY OF MAN DAYS</b>			
Sr.			
No	Description of work		UNIT
A	B		D
1	Supply of Man days for maintenance and development work of Cable fault and allied works as and when required in emergency nature of works.	448.07	Per Man day
2	Patrolling of UG Cable Route wherever earth excavation work for water/drainage/sewage pipeline work, road construction work etc carried out by MC/PWD/CPWD/Local Authority/any other agencies.	448.07	Per Man day

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## 2. Service Area

Services are to be supplied to **concerned service area** of the following:-

Sr. No.	Name of Service Area In charge.	Detail Address
1	DHULE CITY URBAN AREA. SDE (CITY) DHULE	O/o DE (City) Dhule ,BSNL MAX-I Telephone Exch. Bldg., Baraphattar Dhule-424001.

Signature & Seal of Bidder/Tenderer

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**SECTION-4 Part A**  
**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1.0 DEFINITIONS**

- (a) **"The Purchaser"** means The General Manager Telecom District, Jalgaon on behalf the Bharat Sanchar Nigam Ltd. (BSNL), Jalgaon or Any other officer working under the delegated authority of GMTD JALGAON.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** or **The "Contractor"** means the individual or firm supply/perform/execute the goods/works/services under the contract.
- (d) **"The Goods/works"** means all the equipment, machinery, and/or other materials/ work which the Supplier/Vendor/Contractor is required to provide services to the Purchaser under the contract.
- (e) **"The Advance Purchase Order "** or **"The "Letter of Intent"** means the intention of Purchaser to place the Award of Contract on the bidder.
- (f) **"The Award of Contract"** means the order placed by the Purchaser on the Supplier/Contractor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Award of Contract shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier/Vendor/Contractor under the purchase/work order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom the work/contract in this tender is awarded.
- (k) **"Letter of Offer"** Letter of Offer is the communication of Purchaser to consider for issue of Award of Work/Contract to the bidders other than L1, wherever applicable.
- (m) **"Support"** means the bidders has to maintain the Services/work after successful commissioning in working condition and regular updating if any.
- (n) **"Engineer-in-Charge"** means the Engineering Officer nominated by the BSNL to supervise the work, under the contract, (Minimum Divisional Engineer Level Officer).
- (o) **"Site Engineer"** shall mean an SDE/JTO/JE of the BSNL who may be placed by the GMTD Jalgaon as in-charge of the work at **site** at any particular period of time.
- (p) **"Claims Officer"** means present drawing and disbursing officer (The finance executive who has been assigned role & authorization of drawing and disbursing)
- (q) **Contract:** The term contract means, the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority for and on behalf of the Bharat Sanchar Nigam Limited and the contractor, together with the document 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 on contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (r) **Contractor:** The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (s) **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

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- contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- (t) **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.
- (u) **Site:** The site shall mean the land/or other places and/or area on, into or through which work is to be executed under the contract or any adjacent land, path or place and/or area or street through which, the work is to be executed under the contract or any adjacent land and/or area, Path or street which may be allotted or used for the purpose of carrying out the contract.
- (v) **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- (w) **Extension of Time:** extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- (x) **Date of Commencement of Work:** Date of Commencement of work mean's the date of actual commencement of work or 15<sup>th</sup> day from the date of receipt of work order.
- (y) **Due date of completion:** Due date of completion shall be the date by which the work shall be completed in all respect at site including clearance of site.
- (z) **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.
- (aa) **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of BSNL damages from aircraft, 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 BSNL of the part of the work, in respect of which a certificate of completion has been issued.
- (ab) **“Extra work”** as used herein means 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 clarification, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part there of shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.
- (ac) **A/T Unit:** A/T Unit shall mean Acceptance and Testing Unit of the Dhule, BSNL
- (ad) **A/T Officer:** Any officer authorized by GMTD JALGAON to conduct A/T (Acceptance Testing)
- (ae) **The CGMT means Chief General Manager Telecom, Maharashtra Circle.**  
(i) Postal Address—O/o CGMT MH Circle, 6th Floor, 'A' Wing, Admn. Building, Juhu Road, Santacruz (W), Mumbai- 400-054.  
(ii) Telephone No. 022-26602500., (iii) F.A.X. No. 022-26616999/ 26616777.
- (af) **The SSA Head means GMTD JALGAON and his successors.**  
GMTD means General Manager Telecom. District  
(i)Postal Address—O/o G. M. Telecom, BSNL, JALGAON, Telephone Bhavan, Jilha Peth Jalgaon-425001.  
(ii) Telephone No.02562-281100.  
**The jurisdiction of GMTD Jalgaon:-**The jurisdiction of GMTD JALGAON means Jalgaon & DHULE Telecom District which coincides geographically with Jalgaon & DHULE Revenue District.
- (ah) **Representative of the GMTD JALGAON:-** Representative of **the GMTD JALGAON** means Officer and staff for time being in **“Jalgaon & Dhule”** deputed by **the GMTD JALGAON** for inspecting or supervising the work or testing etc.
- (ai) **The Addl. GM ( Vig.) means Addl. General Manager (Vigilance) Mumbai.**  
(i) Postal Address- O/o CGMT MH Circle, 6th Floor, Vigilance-Section,' A' Wing, Administrative Building, Juhu Road, Santacruz (W),Mumbai-400054.  
(ii) Telephone No. 022-26616715., (iii) FAX.No.022-26615774.
- (aj) **The S.D.E. (Vig)** means Sub Divisional Engineer (Vigilance) JALGAON.  
O/o G.M.Telecom. Jalgaon-425001.  
Telephone No. : 0257-2223310.
- (ak) **BSNL:** The BSNL means the Bharat Sanchar Nigam Limited under the Ministry of

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**2.0 ELIGIBILITY CONDITIONS: Kindly refer to clause 4.0, of Section-1 (Detailed NIT) and Clause 10.1 of this Section.**

**3.0 COST OF BIDDING**

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

**4.0 DOCUMENTS REQUIRED**

4.1 The goods/works required being supplied/performed; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

4.3 ***Any alterations/modifications in the downloaded copy of the tender document will lead to rejection of Bid, in case it is detected prior to finalization of tender, however, after tender finalization or signing of contract, if any deviation is found or dispute is raised, the terms and conditions as contained in Bid/Tender Document appearing on web-site ([www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) /[www.eprocure.gov.in](http://www.eprocure.gov.in)) shall prevail.***

**5.0 CLARIFICATION OF BID DOCUMENTS**

5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing to AGM (PIg) % GMTD JALGAON, BSNL JALGAON at the Purchaser's mailing address as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **10 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be posted on website [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) /[www.eprocure.gov.in](http://www.eprocure.gov.in) for information of bidders.

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

**6.0 AMENDMENT OF BID DOCUMENTS**

6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

6.2 ***The amendments shall be posted on web site [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) /[www.eprocure.gov.in](http://www.eprocure.gov.in) and these amendments will be binding on bidders.***

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

**7.0 DOCUMENTS COMPRISING THE BID**

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

- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- Bid Security furnished in accordance with clause 12.
- A Clause by Clause compliance as per clause 11.2 (c)
- A Bid form and price schedule completed in accordance with clause 8 & 9.

**8.0 BID FORM**

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/works to be supplied/performed, brief description of the

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goods/works, quantity and prices as per Section-9.

## 9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all levies/charges & taxes, Labour Charges, Transportation, EPF/ESI Contribution of employer and employee, insurance and prices of incidental services etc. but excluding GST which will be paid extra at actual, wherever applicable. The price need to be individually indicated up to two decimal points only against the goods/works/services it proposes to supply/perform/execute under the contract as per the price schedule given in Section-9 Part B. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:  
(a) The Basic Unit price/rate of the item description of work/service, inclusive of all levies/charges & taxes etc. as mentioned in clause 9.1, but excluding GST which shall be quoted separately, item wise.  
(b) The Supplier/Vendor/Contractor shall quote as per price schedule given in Section-9 Part B for **all the items** given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of service/ system offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply/perform, etc. into account".
- 9.6 The price approved by BSNL for procurement of services will be inclusive of levies/charges & taxes, Labour Charges, Transportation, EPF/ESI Contribution of employer and employee, insurance and prices of incidental services, etc. as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A, and Clause 3 of Section-5 Part A of Bid-document.
- 9.7 Deleted.

## 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish, as part of the bid documents for establishing the bidder's eligibility, the certified copies of the following documents as applicable or whichever is required as per terms and conditions of Bid Documents (to be submitted online)

Sr. No.	PDF FILE NO	NAME OF DOCUMENT	
		Short Code Name	Name and Description
a	(1)	DOC(a)	<b>Cost of Bid Document</b> as detailed given in DNIT, <b>Section- 1</b> of Tender Document
b		DOC(b)	<b>Bid Security</b> as detailed given below and in accordance to <b>clause no.12, Section- 4 Part A of Tender Document</b> . MSE bidder may refer to clause 12 of Section-4 Part-A
c		DOC(c)	<b>Current and Valid MSE Certificate</b> registered with NSIC/ <b>Acknowledgement of Entrepreneurs Memorandum issued from District Industries Centre (State Director of Industries)</b> if applicable.
d	(2)	DOC(d)	<b>Declaration-6(A):- Undertaking and declaration for understanding the terms and conditions of tender and specification of works (Undertaking &amp; Declaration –6(A) ) as per Section-6 duly filled and signed is to be submit online.</b>
e		DOC(e)	<b>Bid Form</b> , duly filled in & signed with seal, as per <b>Section-9 Part A</b> , of the Bid Document.
f		DOC(f)	<b>Bidder's profile</b> duly filled in & signed with seal, as per <b>Section-8</b> ,

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			of the Bid Document.
g	(3)	DOC(g)	<b>Experience:</b> - The bidder should have experience of having successfully/satisfactorily completed similar work of U/G cable maintenance including jointing in any unit(s) of BSNL/ MTNL/ DoT/ Government Departments/ Government PSUs or Licensed Private Telecom Service Provider for an amount at least 35% of total Estimated Cost of this tender, during each of any three financial years of last five financial years i.e. 2015-16,2016-17,2017-18, 2018-19, 2019-20. The experience certificate signed by Officer not below the rank of JAG level officer of BSNL / MTNL or Project Manager/Sr. Management Level Officer of the Company in case of any other licensed Private Telecom Service Provider is required to be attached. The Tender/Contract No., period of work done successfully/satisfactorily and amount of work should be mentioned in the experience certificate.
h		DOC(h)	<b>Copy of Turnover Certificate issued by the Chartered Accountant</b> Annual financial turnover (to be submitted along with Balance Sheet certified by CA) during each of the last 3 financial years i.e. <b>2017-18, 2018-19 &amp; 2019-20</b> should be at least 30% of the annual estimated cost of this tender as given in Clause 1, Section 1.
i		DOC(i)	<b>Copy of Solvency Certificate from Bidder's Bank</b> atleast for an amount of 40% of total Estimated Cost of this tender as given in Clause-4.10, Section-1. The Solvency Certificate shall not be older than 06 months from the date of issue of NIT.
j	(4)	DOC(j)	<b>Notarized or registered before sub-registrar</b> of the state(s) concerned <b>Original "Power of Attorney" signed in blue ink in the format</b> given at Section-7(F) in case the tender is signed & submitted by authorized signatory other than the bidder, the power of Attorney should be as per <b>clause 14.3, Section- 4 Part A</b> of tender document (if applicable). The <b>resolution of the Board of directors/partners</b> of the bidder as per clause 14.3 (e), Section-4 part A of tender document (if applicable).
k		DOC(k)	The attestation of the Specimen Signature of <b>Power of Attorney holder by company's/firm's Banker should be furnished in original.</b>
l		DOC(l)	Copy of the <b>Certificates of Incorporation/Copy of Registration of Firm /Copy of valid Shop &amp; Establishment Act License.</b>
m		DOC(m)	Copy of <b>Partnership Deed</b> in case of partnership firm; Copy of <b>Memorandum and Articles of Association</b> in case of limited company. <b>(a)List of all board of Directors, along with DIN number, Addresses &amp; Contact numbers, if applicable.</b> <b>(b)Registration Certificate/Acknowledgement of Entrepreneurs Memorandum</b> from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Govt. of India if applicable.
n	(5)	DOC(n)	Copy of <b>EPF Registration Certificate of the Firm/Company/Establishment/Bidder</b> with EPFO Authority
o		DOC(o)	Copy of <b>ESIC registration certificate</b> if ESIC registration is applicable to the Establishment/ Firm/Company OR The declaration on non judicial stamp paper of Rs.10/20/50/100 duly signed by bidder/authorized signatory that ESIC registration of the Establishment/Firm/Company will be submitted in case it becomes

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			necessary as per ESIC Department within 90 days from date of such notice from BSNL/ESIC, failing which EMD can be forfeited and the Establishment/ Firm/Company can be debarred from any further work/contract by BSNL for one year from the date of issue of such order.
p		DOC(p)	Copy of <b>Professional TAX Registration Certificate</b> from P-TAX Authority if P-TAX Registration is applicable to the Establishment/ Firm/Company/Bidder OR <b>The declaration</b> on non-judicial stamp paper of Rs.10/20/50/100 duly signed by bidder/authorized signatory that P-TAX registration of the Establishment/Firm/Company/Bidder will be submitted in case it becomes necessary as per P-TAX Department within 90 days from date of such notice from BSNL/P-TAX, failing which EMD can be forfeited and the Establishment/Firm/Company/Bidder can be debarred from any further work/contract by BSNL for one year from the date of issue of such order.
q	(6)	DOC(q)	Copy of <b>GST Registration Certificate</b> of firm/company/establishment.
r		DOC(r)	Copy of <b>PAN Card of the Bidder/Authorized Signatory.</b>
s		DOC(s)	Copy of <b>Latest Income Tax Return of Bidder/Authorized Signatory.</b>
t	(7)	DOC(t)	Certificate regarding <b>Near Relatives</b> as in <b>Section-6(B).</b>
u		DOC(u)	Declaration regarding Downloading of Tender <b>Document from Web Site</b> as in <b>Section-6(C).</b>
v		DOC(v)	Declaration regarding <b>Black-Listing</b> as in <b>Section- 6(D)</b>
w		DOC(w)	<b>Clause-by-Clause compliance Statement</b> as given in <b>Section-6(G)</b> as per <b>Clause 11.2(c) of Section-4 Part-A</b>
x		DOC(x)	<b>Payment Insulation Undertaking</b> as given in <b>Section-6(H)</b> as per <b>Annexure-B Section-4 Part-A</b>

**Note (1):** In e-Tendering portal due to limitation of software only 15 files in PDF Format can be uploaded. Hence each PDF file is clubbed with more than one document as mentioned above [i.e. Doc (a), Doc (b), Doc(c), etc.] Therefore while preparing the PDF file, scan all the documents mentioned in the respective Sr. No. of the above table. Each scanned document in PDF format should be given short code name of document as shown in above table i.e. Doc(a), Doc(b), Doc(c) etc. and clubbed/merged in one PDF File with corresponding PDF File No. i.e. (1), (2), (3)..... etc. and upload the said PDF file against the called document on e-portal.

**Note (2):** Submission of documents listed under clause 10.1 above and Offline Documents listed in **Section-4 Part C, Clause- 6.1** are mandatory. Non-compliance will result in outright rejection of the Bid.

**Note (3):** Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer (Power of Attorney holder). In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

**Note (4):** If some document is not applicable for the bidder then he has to upload scanned copy of paper on LETTERHEAD mentioning "The document < Name> called vide Clause- \_\_\_\_\_ is not applicable on us".

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## 11.0 DOCUMENTS ESTABLISHING GOODS/WORKS' CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all works and services which he proposes to perform/execute under the contract.
- 11.2 The documentary evidences of the "works and services" conformity to the Bid Documents may be in the form of certificates and data, etc. and the bidder shall furnish:
- (a) NA  
(b) NA  
(C) a clause-by-clause compliance on the BSNL Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions (Section-5 Part A & B) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

## 12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise (MSME) for the tendered items will have to be attached along with the bid.  
b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.  
c) MSE unit is required to submit its monthly delivery schedule.  
d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal.
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity/completion of tendered work, in pursuance to clause no. 24.4 & 27.3 of this section..
- 12.7 The bid security may be forfeited:
- a) *If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or*  
b) *If the bidder does not accept the LOI/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.*

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

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### 13.0 PERIOD OF VALIDITY OF BIDS

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

**Note:- In case, the date of opening of the EOI is postponed due to any reason and the bidder has already prepared BG towards Bid Security, in such cases, BG validity as per earlier EOI opening date would be acceptable.**

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13.3 **Placement of A.W.O. (Advance Work Order)/LOI within bid validity period shall constitute the intention of Purchaser to award the tendered work. Regular W.O. (Work Order)/AOC/AOW will be issued after acceptance of A.W.O./LOI by bidder along with submission of Performance Bank Guarantee. Purchase Order (W.O.)/AOC/AOW need not be issued within bid validity period.**

### 14.0 FORMAT AND SIGNING OF BID

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

**NOTE:** The purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

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

### 14.3 POWER OF ATTORNEY

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney must be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) If the EOI is signed and submitted by one of the director/partner of the company/firm, the submission of the Power of Attorney is not applicable. In such cases, the bidder has to submit the resolution of the Board of directors/partners of the bidder in this regard in respect of authorized signatory of bid on behalf of the company/Institution Body Corporate/ Partnership firm accordingly.
- (f) In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid and attestation of the specimen signature of DSC holder by the Company's/ firm's bankers shall be furnished.

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## 15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3, Section-2 'Tender Information', of tender document.

15.1.1 The bids are called under

- a) Single Stage Bidding & Two electronic envelope System

**The details of sealing & marking of bids is given below:**

15.1.2 Deleted.

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

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

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

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder. The First electronic envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second electronic envelope will be named as Financial bid (BOQ) containing Price Schedules/BOQ in xl/xls file format as per Section-9 Part B.

15.2 The envelope, containing Offline documents mentioned in clause 6.1 of Section-4 Part-C shall be sealed properly by the bidder and addressed as given below -

- a) The envelopes shall be addressed to the purchaser inviting the tender.

e.g. AGM (PIg), O/o GMTD,BSNL Jalgaon, Telephone Bhavan, Jilha Peth Jalgaon-425001.

The envelope shall bear the name of the tender, the tender number & Number and the words 'DO NOT OPEN BEFORE time ..... Date .....'

- b) The envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.  
c) The envelope may be deposited in the tender box provided by tendering authority or sent by registered post or courier or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the envelope containing offline documents are delivered in time would vest with the bidder.  
d) Envelopes delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in DNIT to AGM (PIg) % GMTD JALGAON, BSNL at the venue (address is given in clause 15.2 (a) above). The purchaser shall not be responsible if the envelopes are delivered elsewhere.

- e) Venue of Tender Opening:

Tenders will be opened in Chamber of AGM (PIg), O/o GMTD,BSNL, Telephone Bhavan, Jilha Peth Jalgaon-425001 at specified time & date as stated in Section-1 (DNIT).

15.3 **If offline documents are not delivered up to date & time of submission of bid as specified in DNIT (Section-1), the bid shall be rejected.**

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

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## **16.0 SUBMISSION OF BIDS**

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause -6 of Section-1, i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6.1 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all of the works/equipment as per requirement of the Bid Documents. Not more than one independent and complete offer shall be permitted from the bidder.

## **17.0 LATE BIDS**

- 17.1 No bid shall be accepted either online by E-Tender Portal or offline document by the purchaser after the specified deadline for submission of bids prescribed by the purchaser.

## **18 MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

## **19.0 OPENING OF BIDS BY PURCHASER**

- 19.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7.0 of DNIT (Section-1) on due date.  
The bidder's representatives, who are present, shall sign in an Attendance Register. Authority letter to this effect, shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 For sequence & procedural details of opening of Bid, please refer Clause 6 of Section-4 Part-C.

### **The TOC will open the bids, view, read out and declare whether the required documents have been furnished/submitted.**

- (i) The following information should be read out at the time of Techno-commercial bid opening:-
- Name of the Bidder
  - Name of the item
  - EMD amount & validity and acceptability
  - Information in respect of eligibility of the bidder.
  - Details of bid modification/ withdrawal, if applicable.
- (ii) The following information should be read out at the time of Financial bid opening:-
- Name of the Bidder
  - Name of the item
  - Quantities/prices quoted in the bid
  - Discount, if offered
  - Taxes & levies
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

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## **20.0 CLARIFICATION OF BIDS**

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of noncompliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

## **21.0 PRELIMINARY EVALUATION**

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Deleted
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bid.

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

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 17 of the price schedule in the Section-.9 Part B (I&II) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.
- As stipulated in clause 9.1, Octroi/ Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry Taxes will be paid extra. as per actual wherever applicable on production of proof of payment/relevant invoices/documents.
- (a) "Duties & Taxes for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the PO/APO.
- (b) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (c) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit

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provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from E.D./Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./ Customs Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. Excise/ Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm.

### **23.0 CONTACTING THE PURCHASER**

- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

### **24.0 PLACEMENT OF ORDER / AWARD OF WORK**

- 24.1. The Purchaser shall consider award of contract for the tender work only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. After evaluation of financial bids, the BSNL shall prepare a separate list of bidders arranged in increasing order of their quoted rate starting from lowest evaluated package price (i.e. L1, L2, L3 and so on) for purpose of awarding the work of this tender. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. **The Purchaser shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable. The purchaser will award the contract to the successful bidder whose bid has been determined to be in full conformity to the bid documents and whose offer has been determined as the lowest evaluated package price.**
- L1 shall be considered for awarding of complete work.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the **lowest evaluated package price.**
- 24.4 Deleted
- 24.5 *The entire work will be awarded to the qualified L-1 bidder/Vendor at L-1 Rate(s)/Price(s) as per clause no.24.2.*

- 24.6 *The award of work to any bidder shall not exceed the lowest evaluated package price. While evaluation of Tender in case of **TIE for L-1 position**, work may be awarded/divided (in terms of amount) equally among them. If the offered rates of more than one bidder for L1 position are same then the work may be divided (in terms of amount) equally among them. The work may be awarded in any portion of the Section or Area or Jurisdiction to any of the bidder as decided by Engineer-In-Charge.*

### **25. Deleted**

### **26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser 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 of purchaser's action.

### **27. ISSUE OF LETTER OF INTENT/AWO**

- 27.1. The issue of Letter of Intent/AWO shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within **15 days** of issue of letter of intent and within subsequently extended period as per below mention Clause 27.4, give his acceptance along with Material and Performance security as per **clause 4 of Section-5 Part A**, provided with the bid documents.
- 27.3 L-1 bidder may be issued Letter of Intent (AWO/LOI) in two stages. The first AWO/LOI shall be

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- issued for L-1 quantity as defined in clause above. The second AWO/LOI may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.
- 27.4 The GMT Jalgaon reserves the right to extend the 15 days period of submission of Material and Performance Security subsequently by another 15 days on receipt of written request from the successful bidder(s) within stipulated period of 15 days with effect from date of issue of the LOI. In exceptional situations where the work is of emergent/important nature and it is necessary to ensure the work in the interest of BSNL, the GMTD JALGAON at its discretion may extend further the period of submission of Material and Performance Security beyond above mentioned period reasonably. The further extension of period for submission of Material and Performance Security beyond above mentioned period will not be entertained/ permitted/ granted. If vendor/tenderer fail to submit the Material/Performance Security within stipulated period including extended period, action deemed fit as per terms and conditions of the tender document will be initiated against vendor/tenderer.
- 27.5 In the event of successful bidder failing to comply with above mentioned conditions in clause 27.2, the EMD/Bid Security submitted by bidder will be forfeited and bid is liable to be cancelled. In case of MSE units registered with NSIC or with other body as specified by Ministry of Micro, Small & Medium Enterprise, claiming concessional benefits failing to comply with above mentioned conditioned in clause 27.2, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 28. SIGNING OF CONTRACT**
- 28.1 The issue of Work Order shall constitute the award of contract on the bidder.
- 28.2 The successful Tenderer after depositing security deposit shall be required to execute an Agreement on a Non-Judicial stamp paper at his own cost and in the prescribed Performa as per **Section- 7, Performa - 7(G)** hereto. In the event of failure of the tenderer to sign the Agreement within **15 days** and subsequently extended period of being called upon to do so after issue of LOI, the amount of Earnest Money and/or initial Security deposit shall stand forfeited to the BSNL and the acceptance of the tender shall be considered as revoked. In case of MSE units registered with NSIC or with other body as specified by Ministry of Micro, Small & Medium Enterprise, claiming concessional benefits subsequently fails to sign the Agreement within **15 days** and subsequently extended period of being called upon to do so after issue of LOI, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty.
- 28.3 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..
- 28.4 **Period of Contract:** The contract/agreement shall be valid for a period of one year and will be further Extended for another SIX to NINE months, depending on the performance of the bidder, exhaustion of available funds& mutual consent on same terms and conditions. The decision of GMTD Jalgaon/Authority in this regard will be final and binding upon the contractor(s)/ bidder(s).. In such cases, the Performance Security Deposit /PBG shall be suitably extended/modified.

**29. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

**30. QUALITY ASSURANCE REQUIREMENTS**

*Quality checks will be made by the purchaser on the work performed and quality will be tested as per specification mentioned in the **Technical Specification, Section 3 Part "B"**. If the work*

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tested thus do not meet the specification mentioned in the **Technical Specification, Section Part "B"**, the purchaser will take action as specified in Appendix-1 of Section-4 Part A.

### **31. REJECTION OF BIDS**

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per Clause 2 of Section 4 Part A & Clause 4.0 of Section-1 is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A & Clause 4.0 of Section-1 are not enclosed, the bids will be rejected without further evaluation **subject to the provisions under clause 21 of Section-4 Part-A.**
  - Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
  - Section-4 Part A clause 9.5 on discount which is reproduced below:-  
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
  - Deleted
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part-A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition, if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

### **32. Deleted**

### **33 ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT.**

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

- Does not perform the work in time;*
- Works does not perform satisfactory in the field in accordance with the specifications;*
- Or any other default whose complete list is enclosed in Appendix-1.*

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

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

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm

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certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

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

34.4. The format of the certificate is given at 6 (B) in Section-6 of Tender Document.

### 35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 7 of Section-4 Part A.

### 36. Security Clause as per latest guidelines and requirement

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

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**Appendix-1 to Section 4 Part A**

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
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/works & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	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/LOI/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
	<b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply/perform 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/LOI	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO/LOI but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO/LOI , ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO/LOI ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO/LOI ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	<b>Note 3:-</b> However, settle bills for the material received/work performed in correct quantity and quality if pending items do not affect working or use of supplied/worked items.	
	<b>Note 4:-</b> No further supplies/works are to be accepted except that required to make the already supplied/performed items work.	

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S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods/works &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	Non-receipt of acceptance of APO/LOI/ AWO and SD/ PG by L-1 bidder within time period specified in APO/LOI/ AWO.	Forfeiture of EMD.
4.1	Failure to supply/perform and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<p>i) Termination of PO/ WO.</p> <p>ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to supply/perform and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>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 promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD.</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

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S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL.</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking '<b>Set off</b>' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>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.</p>
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment's but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods/works &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

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

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S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.	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/works & 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/works & 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:	
	(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.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods/works & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond 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.	
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:</b> -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC, which will continue along with settlement of Bills.		

**End of Appendix-1 to Section 4 Part A.**

Signature & Seal of Bidder/Tenderer

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

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

**1. Eligibility Conditions:-**

The Vendor/contractor must get revalidation of expired Registration certificate/ license i.e. expired after opening of the Tender of the tendered item but before the issue of AOW and submit the same to this Office within 15 (Fifteen) days from the date of expired Registration certificate/ license failing which the offer is liable to be cancelled without any further notice. However, in case Registration certificate/ license validity expires after placement of AOW, the Vendor/contractor shall take advance action to avoid any delay in service providing or violation of any act/law/rule/ instructions of Government or local authorities.

**2. Bid Security**

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

**3. Distribution of Works/Services:**

**(i)** The Purchaser intends to limit the number of technically and commercially responsive bids to only 1 (one) bidder for tendered work from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The work will be awarded to the lowest bidder L1.

**4. METHODOLOGY FOR INCORPORATION OF STATUTORY DUTIES & TAXES & EVALUATION & DETERMINATION OF RATES FOR OTHER THAN L1 BIDDER.**

(i) Deleted

5. In case the tender is cancelled due to unreasonableness of the quoted rates and required to be retendered, the tendering authority may negotiate with L1 bidder (s) for supply/performance of a bare minimum quantity from this tender to meet the urgent and essential demand of BSNL and under such circumstances, clause 25 of Section-4 Part-A shall not be operative.

6. The Purchase order/AOW/WO is liable to be short closed at the end of the scheduled work completion period with the accepted works. No works shall be made or to be continued in anticipation of extension of work completion/performance date.

7. Request for extension on the ground of delay in payment of previous works under the same contract or under any other contract of BSNL is not consistent with the terms & conditions of contract, and therefore, not acceptable.

In case of any delay in payment, the matter should be taken up by the vendor with the concerned Paying Authority. The disputes related to payment may be resolved separately as per the provisions in the contract.

**8. Ranking.**

**(i)** To determine clause-by-clause compliance, the bids shall be evaluated in respect to the substantive responsiveness or otherwise. Thereafter the evaluation shall be done for the substantively responsive bids only. The signing at the end page of each section of the tender document for having read it and accepted it by the bidder shall be treated as acceptance of terms & conditions completely without any deviation. The merely signed the submitted duly filled Declaration/Certificate/Form/ Statement by tenderer/authorized

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**signatory for having read it and accepted it as prescribed in the tender document, will be treated as the submitted document is signed by the Tenderer/Authorized Signatory.**

- (ii) **If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification in respect of already submitted document(s)/ declaration(s)/certificates(s) only along with tender document within a stipulated time period. In case of noncompliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard. However, no post bid clarification at the initiative of the bidder shall be entertained. No additional document(s)/declaration(s)/certificate(s)/clarification(s) will be asked/called/entertained post opening of bids.**
- (iii) A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without material deviations.
- (iv) A bid determined as substantively non-responsive shall be rejected. The bidder(s) shall not be permitted to make corrections after opening of bid to make such bid(s) substantively responsive.
- (v) **Deleted**
- vi) The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.
9. Award of work (AOW)/work order shall be released for execution of work, installation & commissioning of tendered items.
10. (i) Tender shall be processed & APO/LOI shall be issued by AGM (Plg) O/o GMT JALGAON, BSNL, Jalgaon.
- (ii) The Award of Work on successful submission of PBG to AGM (Plg) shall be issued by AGM (Plg).
- (iii) Day-to-day running of contract processing bills for payment & imposition of penalty shall be within the jurisdictions of Concerned DE I/C of Work. However actions related to cancellation of contract, extension of validity of contract and dispute under arbitration clause shall be referred to Tender Approving Authority.
- (iv) Paying authority shall be the Claim Officer of respective SSA of BSNL and details shall indicated in AOW/WO.
- (v) Terms and conditions as envisaged for due performance of this contract has been illustrated in the bid document, However in case of any doubt, ambiguity or any issue comes up which is not covered under terms and conditions of bid document, same would be resolved by referring to committee comprising of DGMT, AGM(Plg), AO(W)/CAO and contractor. The recommendation of the committee shall be submitted to competent authority for approval.
- a) W.O. issuing Authority : D.E. In- charge of Work
- b) Work completion period : As specified in work order
- c) Inspection authority : As specified in work order
- d) Bill passing authority : Divisional Engineer (I/C)
- e) Paying authority : AO(Cash), BSNL, Jalgaon
- f) Tender period : 1 Year from the date of acceptance and further extendable, if required.
- g) Release of S.D. / PBG : Security Deposit/ PBG: shall be released after satisfactory Work completion report duly certified by Divisional Engineer (I/C) after expiry of contract period.
- h) Payment Terms: :
- i. **100% payment shall be released on completion of work duly accepted and signed by Concerned DE (I/C) of the work.**
- ii. In any condition, payment will be done only for satisfactorily completed quantity of work and on confirmation of payment made to the laborer's engage

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- iii. Payment to the laborers' engaged is to be made through account payee cheque or through RTGS online payment in bank account of workers. Accordingly the proof regarding the same is to be submitted to the Field Officer (SDE/ JTO) nominated for the work and certificate to that effect is to be noted on the payment roll by field officer. The DE in-charge before passing the Bill should ensure that the payment is made to the laborers engaged by the contractor for the job. In case of any complaint received from the laborers regarding non-receipt of the payment, the responsibility will lie on the DE in-charge passing the Bill.
- iv. The Payment will be made within 45 days from the date of submission of the bill subject to availability of funds
- v. At the time of passing the bill/Invoice it is to be ensured that if the Invoice/bill of the supplier/vendor is appearing in GSTR-2A, then the invoice/bill will be passed for payment in full i.e. including the amount of applicable GST.
- vi. If the invoices does not appear in the GSTR-2A, then the same may be processed for passing in full but the GST component is to be withheld by BSNL specifying the withheld amount clearly. The paying authority will pay the amount without applicable GST.
- vii. The GST component withheld as above is to be released by BSNL issuing a fresh sanction for the withheld amount only after the invoice is auto-populated in GSTR-2A within 180 days from the date of invoice. If invoice is not populated in GSTR-2A within 180 days GST amount will not paid and any loss to BSNL will be recovered.

Bills as per work order shall be submitted to the SDE I/C. The contractor will be responsible to submit the bills prepared, accurately & in time, by observing all the formalities.

- 10.1 **The contractor shall be fully responsible for making payment of wages to every person employed by contractor as contract labour in an establishment in accordance with the applicable revised rates of minimum wages fixed as per notification issued time to time by Dy. Chief Labour Commissioner (Central) Mumbai and before the expiry of seventh or tenth day as applicable after the last day of the wage period in respect of which the wages are payable. No wage period shall exceed one month.**

The contractor should have sufficient liquidity so that the contractor can make their own arrangement for payment at their own cost accordingly necessarily and properly pays in respect of labour engaged on the execution of the work, provided always that any delay in payment to the contractor under contract shall not effect to any delay payment or non-payment to the workers engaged in the execution of the work. If the contractor fail to pay the wages to the workers then BSNL will recover such amount of wages so paid or the amount of expenditure so incurred or any part thereof by deducting it from the Security Deposit or from any such sum due by the BSNL to the contractor whether under this contractor or otherwise. The Contractor shall indemnify BSNL, against payments to be made for the observance of the laws as applicable.

- 10.2 The monthly work diary/work completion report should be prepared and submitted to the site engineer/ SDE I/C of Work by the contractor by the 3rd of the following month invariably and the site engineer/ SDE I/C of Work should check/ verify and finalized the work mentioned in work diary and certified the work diary accordingly up to 10<sup>th</sup> of the following month to enable the contractor to submit the monthly bills within stipulated time period prescribed for submission of bills.
- 10.3 The Contractor shall prepare Monthly bills as per Clause 11, Section-5 Part A of Tender Document in respect of performed services under contract and shall be submitted in triplicate to the authority specified in contract by the 15<sup>th</sup> of the following month for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment.

Signature & Seal of Bidder/Tenderer

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11. The bills prepared by him in his own format will be accepted, provided they comply with the following conditions: the bills shall be submitted every month on or before 15<sup>th</sup> of every month.

The contractor shall submit along with every bill:-

- (a) Certified copies of original bill of contract
  - (b) Attested copy of work order.
  - (c) Certificate of completion of work by BSNL concerned SDE I/C /DE I/C.
  - (d) Certificate that bill has been verified based on work actually done and penalties if any have been deducted.
  - (e) Certificate to the effect that no contingent liability, no litigations, no claims are pending for work done for which claim has been submitted as on date.
  - (f) The list showing the details of labourers / employees engaged i.e. Name, Address, Date of Birth, Employment Card No., Bank A/c No., EPF A/c No., ESI A/c No. OR Workmen's Compensation Insurance Policy No. as applicable.
  - (g) Duration of engagement.
  - (h) The amount of wages paid to such laborer's / employees for the duration in question.
  - (i) **Monthly employee wise amount of EPF/ESI contribution** (Both employer's & employee's contribution) for the duration of engagement in question, paid to the EPFO/ESIC Authorities.
  - (j) Copies of authenticated documents from concerned EPFO and ESIC Authorities in r/o payments of EPF and ESI contribution.
  - (k) **The payment of EPF (both Employer's & Employee's contribution) & ESI will be the responsibility of the contractor.** The contractor shall make wage payment *through account payee cheque or through RTGS online payment in bank account of workers* latest by 7<sup>th</sup> of every month to his laborer's irrespective of payment from BSNL. The Employment Card, EPF Contribution Card, ESI Pehchan Card should be issued by contractor to labours. The monthly statement for details of EPF/ESI contribution being submitted. Accordingly *the proof regarding the same as mentioned above is to be submitted to the SDE (I/C) of the section and certificate to this effect should be attached with the bill.* The same will be checked by the bill passing authority & the bill will be passed by the bill passing authority only, if the contractor complies with the terms & conditions of EPF Act 1952. The record of EPF/ESI being checked before making contractor's payments.
- 12 The bills with printed Sl.No. are to be submitted in triplicate. All copies being signed by the contractor and may be marked as original, duplicate & triplicate respectively.
- 13 Details of the quantity & nature of each item of work made as well as the stipulated rates are given.
- 14 Advance Stamp Receipt duly signed by the authorized signatory shall be submitted along with Copy of work order, measurement sheet & other documents as specified in work order, is to be attached.
- 15 **Penalty:** If the work is not started within 2 days from the date of issue of work order or within the period mentioned in work order or work is not completed in the stipulated period, BSNL JALGAON reserves the right to cancel the work order & take action deemed fit as per tender conditions & with may be termination of contract.

**End of Section-4 Part B.**

Signature & Seal of Bidder/Tenderer

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## SECTION-4 Part C E-TENDERING INSTRUCTIONS TO BIDDERS

### General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. 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. Contractors/Bidders/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, Jalgaon has decided to use the portal <https://www.eprocure.gov.in> through NIC, a Government of India Undertaking.

Benefits to Vendors/contractors are outlined on the Home-page of the portal.

### Instructions

#### 1. Tender Bidding Methodology:

##### Sealed Bid System – 'Single Stage - Two Envelopes'

Financial and Techno-Commercial bids shall be submitted by the bidder in two separate envelopes at the same time.

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

- (a). Procure a Digital Signing Certificate (DSC)
  - (b). Register on Electronic Tendering System® (ETS) (CPPP)
  - (c). Create Users and assign roles on ETS (CPPP)
  - (d). View Notice Inviting Tender (NIT) on ETS (CPPP)
  - (e). Download Official Copy of Tender Documents from ETS (CPPP)
  - (f). Clarification to Tender Documents on ETS (CPPP)
    - Query to BSNL (Optional)
    - View response to queries posted by BSNL, as addenda
  - (g). Bid-Submission on ETS (CPPP)
  - (h). Attend Public Online Tender Opening Event (TOE) on ETS (CPPP)
    - Opening of Techno-Commercial Part
  - (i). Post-TOE Clarification on ETS (CPPP) (Optional)
    - Respond to BSNL's Post-TOE queries
  - (j). Attend Public Online Tender Opening Event (TOE) on ETS (CPPP)
    - Opening of Financial-Part (Only for Technical Responsive Bidders)
  - (k). Bid-Submission on CPPP: Prepare and arrange all document/paper for submission of bid online and offline.
  - (l). Submission of offline documents (if applicable) in sealed envelope at AGM (Plg) O/o GMTD, Jalgaon, BSNL on or before due date and time.
  - (m). 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.
  - (n). Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below.
  - (o). It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Part (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names and total size of documents (Preferably below 50 MB) may be checked.
- For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP. Bidders are requested to check website for latest update or corrigendum regularly till opening of tender. Corrigendum issued till opening of tender will be the part of tender document. In this tender the bidder has to participate in e-tender online, so bidder shall follow the e-tendering instruction of this tender which are applicable.

For participating in this tender online, the following instructions are to be read carefully. These

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instructions are supplemented with more detailed guidelines on the relevant screens of the ETS (CPPP).

### 3. Digital Certificates

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

### 4. Registration

To use the Central Public Procurement Portal (Electronic Tender® portal) <https://www.eprocure.gov.in>, vendors need to register on the portal. The vendor should visit the Home-Page of the portal and go to the eprocure link then select Bidders Manual Kit. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal <http://www.eprocure.gov.in>, and click on the "eprocure" link (on the Home Page), then click on link "Online Bidder Enrollment" and follow further instructions as given on the site.

**Note:** After successful submission of Registration details, please contact NIC/ ETS Helpdesk (as given below), to get your registration accepted/activated.

BSNL Contact-1.	R. S. Nehete
BSNL's Contact Person.	AGM (Plg) O/o GMT Jalgaon
Telephone/Mobile No.	0257-2227727 [between 11:00 hrs to 17:00 hrs on working days]
E-mail ID.	<a href="mailto:sdeebjalgaon@gmail.com">sdeebjalgaon@gmail.com</a>

BSNL Contact-2.	P. S. Borse
BSNL's Contact Person.	S.D.E.(Plg)
Telephone/Mobile No.	0257-2224128 [between 11:00 hrs to 17:00 hrs on working days]
E-mail ID.	<a href="mailto:Sdeplanning.jalgaon@gmail.com">Sdeplanning.jalgaon@gmail.com</a>

### 5. Some Bidding related Information for this Tender (Sealed Bid)

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

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of duly signed copy of Tender Documents/ Addendum/ Requisite Documents.
- Two Envelopes
  - Technical-Part
  - Financial-Part

### 6. Method for submission of bid documents:

#### 6.1 Offline Submissions:

The bidder is requested to submit the following documents offline (if applicable) to AGM(Plg) O/o GMT,BSNL,Telephone Bhava, Jilha Peth, Jalgaon-425001 by means of physically/post/currier on or before the date and time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the TENDER Name), the TENDER Number and number and the words 'DO NOT OPEN BEFORE' (due date and time).

**1. EMD - Bid Security in Original. DD/Banker's Cheque/Fixed Deposit Receipt/Bank Guarantee (Original copy)** of amount as detailed given in DNIT, Section-1 of Tender Document.

**2. Bid Document fee in the form of DD/ Banker's Cheque** drawn in favour of A.O.(Cash), BSNL, Jalgaon, payable at Jalgaon of amount as detailed given in Clause 1, Section-1 of Tender Document.

**3. Power of attorney** blue ink signed in the format given at **Section-7(F) and in accordance with clause 14.3 of Section-4 Part A of Tender Document.**

Signature & Seal of Bidder/Tenderer

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#### 4. Integrity Pact (if applicable)

4. The Signature attestation of POA holder by Company`s/Firm`s bankers shall be furnished as per clause 14.3(d) of Section-4 Part-A. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

**Note: The Bidder has to upload the Scanned (Preferably Colour) copy of all original/notarized copies of above said documents during Online Bid submission also as applicable.**

#### 6.2 Online Submission:

The online submitted technical bids of the bidder(s), who fail to submit the offline documents as per Clause 6.1, Section-4 Part C of Tender document within the prescribed time limit will be rejected out rightly at opening stage.

S.No.	Contents of 1 <sup>st</sup> Electronic Envelope (Techno-Commercial Bid) (As applicable) (To be submitted online)
1	The Documents Stipulated in Clause- 2 & 10.1, Section- 4 Part A.(in PDF file format)
S.No.	Contents of 2nd Electronic Envelope (Financial Bid/ BoQ) (To be submitted online)
1	Original Price Schedule (BOQ) (in xl/xls file format ONLY) (Download Price Schedule (BOQ) in xls format, duly fill in the required details & upload)

#### Note:

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

#### 6.3 Price schedule / BOQ

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

1. Down load price schedule / BOQ in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.
3. BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded while submitting the bid.
4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name and location for uploading correct file (duly filled in) when required while submitting the bid.

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

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

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted in ETS using a DSC by the Bidder himself. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

There is an additional protection with SSL Encryption during transit from the client end computer of a Supplier organization to the e-tendering server/portal.

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## 8. Public Online Tender Opening Event (TOE)

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

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

As soon as the submitted Bids are decrypted and opened after schedule date & time of opening of bid with the corresponding DSC of two to four Tender opening officers as applicable by longing at a time on ETS of CPPP, salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Bid Opening (live)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a contractor /bidder will depend upon the options selected by the concerned Buyer.

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

**9.** The bids will be opened in 2 stages i.e.(i) **Techno-commercial bid** and (ii) **Financial bid (BOQ)**. The techno commercial bid shall be opened on the date of tender opening given in DNIT. **The financial bid (BOQ) will not be opened on the date of opening of techno-commercial bids.**

- As soon as a Bid is decrypted by the TOC, the documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
- Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by Competent authority and the same report of TEC will be uploaded on e-tender portal of techno commercially compliant bidders for information of financial bid opening.
- The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/ authorized representatives.

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## 10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.eprocure.gov.in> and go to the **User-Guidance Center**

The help information provided through 'ETS' is available under "Help for Contractors", "Bidder's Manual Kit". And there are various links are provided under these links.

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 ETS.

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

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

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

## 11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users

**End of Section-4 Part C.**

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**SECTION-5 Part A  
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. APPLICATION**

The general condition shall apply in contracts made by the purchaser for the procurement of goods/works.

**2. STANDARDS**

The goods/works/services supplied under this contract shall conform to the standards prescribed in the Scope of Work in Section-3 Part A, Technical Specifications mentioned in section -3 Part B and SOR in Section-3 Part C.

**3. PATENT RIGHTS**

The vendor/contractor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/works or any part thereof in Indian Telecom Network.

**4. PERFORMANCE SECURITY (Refer clause -4 of section-5 part-B)**

**4. PERFORMANCE SECURITY**

- 4.1 The successful bidders (including MSEs units who are registered with the designated MSME bodies, like National Small Scale Industries Corporation/DIC etc.) shall furnish performance security deposit. The total amount of Performance Security Deposit shall be 5% of the contract value. This Performance security deposit will be used for work security and same shall be secured in the following manner.
- (i) The successful bidder's EMD/Bid Security 2% of Estimated Cost of Tender submitted in the form of Demand Draft/Banker's cheque as per Clause-5 of Section-I of tender document, will be converted into part performance security deposit compulsorily.
- (ii) The successful bidder who have submitted EMD/Bid Security 2% of Estimated Cost of Tender in the form of Bank Guarantee as per Clause-5 of Section-I of tender document, will have option to get returned back this Bank Guarantee submitted as EMD/Bid Security after submission of **Performance Bank Guarantee** of amount 5% of contract value of tender as performance security or can extend the validity of Bank Guarantee submitted as EMD/Bid Security 2% of estimated cost of tender along with submission of **Performance Bank Guarantee** of amount 5% of contract value of tender as performance security for a period of two & half years in the prescribed Performa 7(B) given in Section-7 from Nationalized/Scheduled Bank within 14 days of issue of the letter of intent/acceptance and within further extended period if any as per clause 27.4 of Section- 4 Part-A.
- (iii) The successful bidders whose 2% EMD/Bid Security converted into part performance security as per above Clause 4.1 (i), shall be required to submit a Performance Security Deposit of an amount equal to 3% of contract value of tender. The successful bidders [MSE Unit], who have claimed exemption of EMD/Bid Security, shall be required to submit Performance Security Deposit of an amount equal to 5% of the contract value of tender. **The Performance Bank Guarantee should be in prescribed Performa 7(B) given in Section-7 from a Nationalized/ Scheduled Bank valid for a period of two and half years and submitted within 14 days of issue of the letter of intent/acceptance and within further extended period if any as per clause 27.4 of Section-4 Part-A.** The contractor can also furnish a Performance Security Deposit equal to above said appropriate amount as applicable in the form Demand Draft/Banker's Cheque/FDR drawn in favour of "A.O.(Cash) BSNL, \_\_\_\_\_(NAME OF SSA) issued by a Nationalized/Scheduled Bank and payable at \_\_\_\_\_(NAME OF SSA) within prescribed period as mentioned above.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the vendor's/contractor's failure to complete its obligations under the contract.

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- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a Nationalized/Scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document valid for period of 2.5 **(Two & Half)** years.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the vendor's/contractor's performance obligations including any warranty obligations under the contract.
- 4.5 In case EMD is in the form of DD/Pay Order & contractor wants to submit Performance Security in the form of DD/Pay Order; the Performance Security amount may be adjusted by appropriating the EMD amount & balance, if any, shall be paid by DD/Pay Order within 14 days from the date of issue of APO/LOI/AWO. However no interest on Performance Security amount, shall be payable by BSNL.

Note:-

- (i) On receipt of "No Demand" and "No Dues" Certificate, the concerned AGM/DET after verification of his record and there are no dues outstanding from the Vendor/contractor and deducting all cost and other expenses, the Purchaser/Consignee may have incurred on consignment and other means including losses and damages which the Purchaser is entitled to recover from the Vendor/contractor, shall pass order for releasing the Performance Security.
- (ii) The Bank Guarantee towards PERFORMANCE SECURITY as stipulated in Clause-4 of Section-5 Part-A shall be furnished (in the format indicated at (7B) at Section-7 duly issued by a Nationalized/Scheduled Bank, in favour of the Purchaser, on prescribed **non-judicial paper** with stamp of proper value and should contain full address of the issuing branch of the Bank and its regional/controlling office with code numbers, official seal with designation/status and signature of witness, Telephone Number/Fax number.
- (iii) If a bidder who is given Award of Work/Work Order fails to commence work during the original work performance period, the Purchaser reserves the right to cancel the AOW/VO and encash the performance Bank Guarantee.

## 5. **ISSUE OF WORK ORDERS / Completion of Works Order and Testing in TIME LIMIT**

- 5.1 The work order shall be issued so as to include all items of works for the tender work allotted to the contractor as per terms and conditions of contract.
- 5.2 The work orders shall be issued by the Divisional Engineer in-charge of works involve in the tender** after examining the technical and planning details of the works to be executed.
- 5.3 The** Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- 5.4** The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the Divisional Engineer, the contractor is not executing the work at the required speed.
- 5.5** The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from Engineer-in-charge.
- 5.6** The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from Engineer-in-Charge written authorization to perform such work.
- 5.7** For extra work which is not covered within the scope of this contract, the Contractor will receive extra compensation on the basis of lump sum unit price as may be agreed upon in advance in writing between the Engineer-in-charge and the Contractor.
- 5.8** In cases, of such of the works, where an interpolation of the rates are possible such rates shall be accepted by both the parties.

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**5.9** If the altered, additional or substituted work includes any work for which rates are not specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by the Engineer-in-charge on the basis of prevailing market rates where the work was done and this rate shall be communicated in writing.

**5.10** If the rate for altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which in his intention to charge for such class of work supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determine rates on the basis of prevailing market price and pay the Contractor accordingly. However, the Engineer-in-charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out it in such manner, as he may consider advisable.

**5.11** Any extra quantity of work already awarded will not come within the scope of 'Extra work'.

**5.12** It is stressed that the Contractor shall not resort to stoppage of work on pending an agreement of rates for extra work.

## **6. WORK PERFORMANCE AND DOCUMENTS**

6.1 Performance of the goods/works/services and documents shall be made by the vendor/contractor in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods/works shall remain at the risk of the vendor/contractor until work performance has been completed. The performance of the services shall be to the ultimate consignee as given in the Award of Contract order.

6.2 The performance of the goods/works and documents shall commence immediately on placement of purchase order/award of work/work order. The actual work performance schedule will be given in the Purchase Order/work order.

6.3 All Technical assistance for installation, commissioning and monitoring of the equipment/services/works shall be provided by the Vendor/contractor at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

6.4 The extension of work performance period against the purchase order/work order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies/performance.

7. **Deleted**

## **8. INCIDENTAL SERVICES**

The vendor/contractor may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied/ performance Goods/of works;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied/performed Goods/works;
- (c) Performance of supervision or maintenance and/or repair of the supplied/performed Goods/works, for a period of time agreed by the parties provided that this service shall not relieve the vendor/contractor of any warranty obligations under this contract.

• **Deleted**

## • **WARRANTY**

10.1 **The contractor shall warrant that the work done is excellent and free from all defects and workmanship shall be of the highest grade and consistent with the established standard and full conformity with the specifications and drawings.**

**The contractor shall be responsible for any defects that may develop due to poor workmanship and he has to remove the defect at his own cost when called upon to do so by the BSNL who shall communicate the same in writing.**

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- 10.2 If it becomes necessary for the contractor to replace or renew any defective portions under this clause, the provisions of the clause shall apply to the portions so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the BSNL, then BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- 10.3 The **Cable joint shall be guaranteed for a period of six month from the date of work completion of cable joint.** In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, with in the stipulated period of guarantee the contractor shall repair the joint(s) at his own cost within 24 hours of informing him, ***failing which the department may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work*** plus the cost of materials used shall be recovered from the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms and conditions of the tender. The cost of jointing kit, supplied by the department, so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled.
- 10.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

## 11. PAYMENT TERMS

- 11.1 Monthly bills in respect of performed services under contract shall be submitted in triplicate to the authority specified in contract along with following mentioned documents completed duly signed by the user by the 15<sup>th</sup> of the following month for payment. The copy of GST paid challan for the previous month as the case may be, should be produced along with the bills for payment. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment. It should be ensured that there is no over writing in the bill. In no case, bill without signature will be accepted for payment and if it is found so, the amount will be disallowed.

Payment of 100% of the price shall be made on receipt of goods/works/services by consignee. For claiming payment, the following documents **in duplicate** are to be produced before **Accounts Officer (Claims), O/o of concerned SSA.**

The bills shall invariably be accompanied with required certificates of quantity and quality of items/works received/executed in accordance with the POWO and Scope of Work/technical specifications

**The payment of EPF (both employers and employee's contribution), ESIC and Professional Tax will be the responsibility of the contractor.** The contractor must submit the following information along with the bill -

- Certified copy of original bill of contractor.
- Attested copy of work order.
- Certificate of completion of work by BSNL concerned SDE I/C /DE I/C.
- Certificate that bill has been verified based on work actually done and penalties if any have been deducted.
- Certificate to the effect that no contingent liability, no litigations, no claims are pending for work done for which claim has been submitted as on date.
- List showing the details of labours / employees engaged i.e. Name, Address, Date of Birth, Employment Card No., Bank A/c No., EPF A/c No., ESI A/c No. OR Workmen's Compensation Insurance Policy No. as applicable and Duration of their engagement.
- Amount of wages paid to such labours/employees for the duration in question. Payment to the labours engaged is to be made through account payee cheque or through RTGS online payment in bank account of workers, the proofs regarding the same is to be submitted to the field officer (SDE/JTO) nominated for the work and certificate to that effect is to be noted on the payment roll.
- Amount of EPF/ESI contribution (both employers and employee's contribution) for the

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- duration of engagement in question paid to the EPFO/ESIC Authorities (if applicable).
- (i) Copies of authenticated document of payment of such a contribution to EPFO/ESIC authorities. The monthly statement for details of EPF/ESI contribution being submitted.
- (j) The Employment Card, EPF Contribution Card, ESI Pehchan Card should be issued by contractor to labours.
- 11.2 The GST may be payable if due and permissible as per GST Act and the contractor has to pay GST Department as per GST rules. While submission of the claim, the contractor will include GST also-
- i) First payment will be made in advance.
- ii) A copy of paid challan may be submitted by contractor for processing subsequent bills, so as to facilitate the process of CENVAT credit to be availed by BSNL.
- 11.3. The bidder will have to pay all GST liability, as applicable except in case of services covered under Notification No. 30/2012-S.T. and 26/2012-S.T. dated 20<sup>th</sup> June, 2012 under reverse charge and abatement on value of services as stated in the notification. In case of services covered under Notification No. 30/2012-S.T. and 26/2012-S.T. dated 20<sup>th</sup> June, 2012 under reverse charge and abatement on value of services as stated in the notification, either the applicable GST amount shall be paid to the account of Govt of India partly by Service Provider and partly by service receiver (BSNL) or 100% GST shall be paid by BSNL.
- 11.4 In case of Manpower supply/perform services and Renting-or hiring any Motor Vehicle designed to carry passengers on non-abated value, GST shall be paid both by Service Provider and BSNL only if the Contractor (Service Provider) is an Individual, HUF, or Proprietary Firm, Partnership Firm whether registered or not, including association of persons (AOP). However, in case contractor is a company and registered under Companies Act, 1956, BSNL shall not pay any share of GST and 100% GST shall be paid by Contractor (Service Provider).
- 11.5. No payment will be made for works/services rejected at the site on testing.
- 11.6. The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/vendor. The bidder company is required to give the following information for this purpose:-
- (a) Beneficiary Bank Name:
- (b) Beneficiary branch Name:
- (c) IFSC code of beneficiary Branch
- (d) Beneficiary account No.:
- (e) Branch Serial No. (MICR No.):

## **12. PRICES**

- 12.1 Prices charged by the vendor/contractor for works completed/executed and services performed under the contract shall not be higher than the prices quoted by the Vendor/contractor in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled work performance period, the unit price shall be regulated as under:
- (a) Prices once fixed will remain valid for the period of contract. Increase of taxes/duties will not affect the price during this period except GST.
- (b) In case of reduction of taxes and other statutory duties during the scheduled work performance period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies/works made from the date of enactment of revised duties/taxes.
- (c) GST will not be paid by BSNL for the cost of materials supplied by contractors.

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12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the work completion date shall be to the vendor's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the vendor/contractor. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in Approved Rate.

### **13. CHANGES IN AWARD OF WORK ORDERS**

13.1 The purchaser may, at any time, by a written order given to a vendor/contractor, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where goods/works to be supplied/performed under the contract are to be specifically manufactured/executed for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of work performance; or
- (d) the services to be provided by the vendor/contractor.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract value or work performance schedule, or both, and the contract shall accordingly be amended. Any proposal by the vendor/contractor for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

### **14. SUBCONTRACTS:**

14.1 The vendor/contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances. The Vendor/contractor shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the vendor/contractor from any liability or obligation under the Contract.

14.2 Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of above Clause 14.1 thereof and the same action may be taken and the same consequence shall ensue as provided in said Clause 14.1.

**15. Deleted.**

**16. Deleted.**

### **17. FORCE MAJEURE**

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons 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 (hereinafter 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 claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Vendor/contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Vendor/contractor at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Vendor/contractor may with the concurrence of the purchaser elect to retain.

**18. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

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

- (a) Failure to deliver/perform and/ or commission any or all of the goods/works within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;**
- (b) Failure to perform any other obligation(s) under the Contract; and**
- (c) Equipment/Work does not perform satisfactory in the field in accordance with the specifications;**
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;**

**Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.**

**19. INDEMNITIES:**

19.1 The contractor shall at all times hold the BSNL harmless and indemnify from all actions, suits, proceedings, works, cost, damages, charges claims 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 of security which BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceedings. 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 protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

**20. ARBITRATION**

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

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in CGMT MH BSNL, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996 and amended act 2015 thereof, and any notification issued or rules made thereunder from time to time.

The venue of the arbitration proceeding shall be SSA HQ (as the case may be).

**22. Deleted.**

**23. Deleted.**

**24. NA**

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## 25. COURT JURISDICTION

- 25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of AWO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ WO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ WO has been issued. Accordingly, stipulation shall be made in the contract as under:

**“This Contract/ WO is subject to jurisdiction of Court at Jalgaon only”.**

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

## 26. GENERAL GUIDELINES:-

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods/works and services and contract management respectively may also be referred to as guiding principles”.

## 27. Address & Telephone No. of CGM, Vigilance officer of MH Circle for communication or dispute/vigilance matter if any.

**1. CGM,MH Telecom Circle, Mumbai-** Telephone no. 022-26616999 FAX 022-26616777  
6th floor “A” Wing Administrative Building Juhu Road Santacruz (w) Mumbai-54.

**2. Additional GM (Vigilance)** Telephone no. 022-26616715 FAX 022-26615774

O/O CGM,MH TC, 6th floor “A” Wing Administrative Building Juhu Road Santacruz (w), Mumbai-54

**3. The S.D.E. (Vig)** means Sub Divisional Engineer (Vigilance) JALGAON.

O/o G.M.Telecom. Jalgaon-425001.

Telephone No. : 0257-2223310.

**End of Section-5 Part A.**

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**SECTION –5 Part B**  
**SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**  
(To be provided by User cell)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC)

**1. General -**

- i. The work shall be accepted only after Inspection Test Check carried out by JTO/SDE in charge of work in SSA, designated by the BSNL, as per prescribed schedule and work passing the test successfully.
- ii. 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.
- iii. The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- iv. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- v. 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.
- vi. Bid will be evaluated as single package of all the items given in the price schedule.
- vii. 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 the time to time carried on.
- viii. The work of the tender may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the Head of SSA, JALGAON.
- ix. If the contractor shall desire an extension of time of completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of the GMTD, JALGAON shall be final.
- x. 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 Bid is not required to be carried out, then the BSNL shall give notice in writing or 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
- xi. 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 the security deposit of the contractor, and to sell any BSNL promissory notes etc., forming the whole or part of such security or running/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.
- xii. No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL or any other BSNL of the BSNL of India is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous

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permission of BSNL 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 person who hadn't obtained the permission of BSNL of India as aforesaid before submission of the engagement in the contractor's service as the case may be. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature from the BSNL for his illegal act.

- xiii. In the event of the contractor being, adjusted 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 GMTD, JALGAON shall have the power to terminate the contract without any notice.
- xiv. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD, JALGAON on behalf of the BSNL can terminate the contract without compensation to the contractor. However the GMTD, Jalgaon, 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 the GMTD, JALGAON shall be the final.
- xv. 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.
- xvi. **Interpretation of the contract document: -**
- xvii. The representative of the GMTD, JALGAON 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 GMTD, JALGAON 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.
- xviii. The Contractor shall be an independent Contractor and shall have complete charge of the men/women engaged in the performance of the works to be performed hereunder and shall perform the work in accordance with this own methods and at his own risk subject to compliance with contract documents. The Contractor shall throughout the stipulated period of the contract execute the work in the best and most substantial workman like manner and both as regards material and otherwise in respect, in strict accordance with the contract document or such additional particulars, instructions and drawings as may be found requisite to be given during carrying on of the works any unit person or any one not capable or not properly qualified to properly perform the work assigned to him. The Contractor shall also not employ in respect of the works any employee that the Divisional Engineer/Site Engineer may for any reason object to.

## **1.2 Notification -**

- 1.2.1 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 of 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 contractor shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

## **1.3 Shut down on account of weather conditions -**

- 1.3.1 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.

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## **2. Duration of Agreement:**

- 2.1 The term of the agreement shall remain 1(One) year from the date of signing of the agreement.
- 2.2 BSNL is at liberty to extend, the period of agreement for a period of another two year in steps of one year, subject to satisfactory performance of the Bidder. The decision of BSNL shall be final in this regard to the grant of extension. The extension shall be at mutually agreed terms & conditions including commercials. .
- 2.3 BSNL and successful Bidder shall sign non-disclosure agreement, for the confidentiality of BSNL's BB customers and other related information.

## **2.0 STORES SUPPLIED BY THE BSNL -**

- 2.1 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 of the Representative of the GMTD, JALGAON. In case the materials and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.
- 2.2 The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the BSNL, which in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.
- 2.3 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.
- 2.4 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.

### **BSNL's RIGHT TO VARY QUANTITIES**

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

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO/AWO 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 and supplies to be obtained within delivery period scheduled afresh.

(c) 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 reserve the right to place repeat order up to 100% of the quantities of services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO/AWO in the tender at the same date or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and 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.

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### 3. Work Day & Working Hours:

- 3.1 **Work day-** All seven days of a week (including Sunday) would be considered as Work day, all days of the year including National Holidays would be considered as work day.
- 3.2 **Work Hours:** The normal work hours of the field personnel of the Bidder shall be 8 AM to 8 PM. However, Help Desk work hour shall be from 8 AM to 10 PM.

### 3 EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES –

- 3.1 The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work including Right of Way / Way leave permission. The approved bidder shall obtain way leave permission (right of way) from the concerned road authorities, including permission for working from police/ District authorities. This will include the works of preparing the requisition for permission along with the necessary drawings as required by the highway authorities, get the same duly signed by the Divisional Engineer in charge of the work, and submit the same to the road authorities. They shall peruse the case on a continuous basis and get the permission in the shortest time. The rate quoted for trenching shall also include the charges for undertaking the work to get permission. No separate rates will be applicable for getting permission.
- 3.2 NA
- 3.3 NA
- 3.4 NA
- 3.5 NA
- 3.6 The restoration charges shall be payable to the concerned authorities directly by BSNL on obtaining the estimate along with written permission; provided.
- a) The rates are as per standard rates of the respective agency;
- b) The stretch of BT/ Beam is not more than the actual.
- c) Width payable shall be for 60cm only. Where the widths being charged by the respective agency is higher, the approval of DGM shall be taken.
- 3.7 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction/maintenance equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.

### 4. PERFORMANCE SECURITY

- 4.1 The Successful bidder shall furnish performance security to the purchaser for an amount equal to 5% of the total payable amount of the work awarded for One year (as estimated at the time of placement of work order) within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section -7B of this Bid Document. **Validity of the Bank Guarantee shall be upto six months after contract period and it shall be extended for further one year if the work for another year is awarded to the contractor.**
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

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**4. QUALITY OF WORK -**

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

**5. TAXES AND DUTIES -**

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

**6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES -**

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

**7. LABOUR WELFARE MEASURES AND WORKMAN'S COMPENSATION -**

**7.0 WORKMAN'S COMPENSATION:**

In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 BSNL is obliged to pay compensation to a workman employed by the Contractor, in execution of the works. BSNL will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL under Section 12, Sub-section (ii) of the said ACT, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to Contractor whether under Section -12, Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.

**7.1. Obtaining License before commencement of work -**

- (a) The contractor shall obtain a **valid labour license** under the **Contract Labour (R and A) Act 1970** and the **Contract labour (Regulation and Abolition) Central Rules 1971**, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the **Child Labour (Prohibition and Regulation) Act 1986**. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.
- (b) Subject to the provisions of the **Contract Labour (Abolition and Regulation Act, 1970)** as amended from time to time, the contractor shall not commence actual work unless he produces a receipt from the concerned Licensing Authority that he has applied for licensing authority, which may be produced within the period of 15 days of commencing the work.

**EPF and Misc. provisions Act 1952 -**

- (c) The contractor shall comply with all provisions available towards fulfillment/ compliance of the provisions of **EPF and Misc. provisions Act 1952 and employees Provident Fund Scheme 1952** in respect of Labourers / Employees engaged by them for performing the works of BSNL.

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- (d) Each Claim bill of the Contractor must accompany i) the list showing the details of labours/ Employees engaged, ii) Duration of their engagement, iii) Amounts of wages paid to such employees / labours for the duration in question, iv) amount of EPF Contributions (both employer's and employee's contribution) for the duration of engagement in question, paid to the EPF Authorities, v) Copies of authenticated documents of payment of such contribution to EPF authorities and vi) **Declaration from the contractors regarding compliance of the conditions of EPF Act, 1952.**
- (e) The contractor shall abide by the provision of ESIC facility for all the labours employed for carrying out the work. ESI Corporation is a social security department working under the Ministry of the labour, Govt. of India, which provides medical benefit as well as cash benefit to the employees covered under this scheme.
- (f) The contractor shall comply with all provisions of the '**payment of wages Act 1936', 'minimum wages Act 1948, Employees liability Act 1938, Women compensation Act 1923, Industrial, Disputes Act 1947, Maternity benefit Act 1961 and the Contract Labour (Regulation and abolition) Act 1970**' or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Contractor shall indemnify BSNL, against payments to be made for the observance of the laws aforesaid as applicable.

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

### **7.2.1. Working Hours**

- 7.2.1.1. Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 7.2.1.2. When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 7.2.1.3. Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of **Minimum Wages (Central) Rules 1960**, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- 7.2.1.4. Where the minimum wages prescribed by the BSNL, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 7.2.1.5. Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.
- 7.2.1.6. The prospective bidders will have to furnish documentary evidence that they are registered with EPF/ RPF commissioner. They will also furnish an undertaking that within seven days of close of every month they will submit to BSNL a statement showing the recoveries of contributions in respect of the employees with certificate that the same have been deposited with RPF Commissioner.

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## 7.2.2 Display of Notice Regarding Wages Etc.

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

## 7.2.3 Payment of Wages.

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

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

7.2.3.5 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hour of the last working day.

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

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

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

7.2.3.9 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Site-in-Charge under acknowledgement.

7.2.3.10 **It shall be the duty of the contractor to ensure the disbursement of wages in presence of the Site-Incharge / Officer of BSNL or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.**

7.2.3.11 **The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -**

**"Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence on..... at....."**

## 7.2.4 Fines and deductions, which may be made from wages

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

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

Signature & Seal of Bidder/Tenderer

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- (c) Deductions for damage to or loss of works/services expressly entrusted to the employed person for custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deductions for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- (e) Any other deductions, which the Central Government may from time to time, allow.
- 7.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 7.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 7.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- 7.2.5 Labour records**
- 7.1.1.1 The contractor shall maintain a **Register of Persons employed** on work on contract in form XIII of the Contract Labour (R and A) Central Rules 1971.
- 7.1.1.2 The contractor shall maintain a **Muster Roll register** in respect of all workmen employed by him on the work under contract in form XVI of the CL (R and A) Rules 1971.
- 7.1.1.3 The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R and A) Rules 1971.
- 7.1.1.4 **Register of accidents** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- Full Particulars of the labourers who met with accident.
  - Rate of wages.
  - Sex
  - Age
  - Nature of accident and cause of accident
  - Time and date of accident
  - Date and time when admitted in hospital
  - Date of discharge from the hospital
  - Period of treatment and result of treatment
  - Percentage of loss of earning capacity and disability as assessed by Medical officer.
  - Claim required to be paid under Workmen's Compensation Act.
  - Date of payment of compensation
  - Amount paid with details of the person to whom the same was paid
  - authority by whom the compensation was assessed
  - Remarks.
- 7.1.1.5 The contractor shall maintain a Register of fines in the form XII of the CL (R and A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission of which fines can be imposed.
- 7.1.1.6 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R and A) Rules 1971.
- 7.1.1.7 The contractors shall maintain a Register of Advances in Form XXIII of CL (R and A) Rules 1971.
- 7.1.1.8 The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R and A) Rules 1971.

Signature & Seal of Bidder/Tenderer

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

- 7.1.2.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- 7.1.2.2 The card shall be valid for each wage period.
- 7.1.2.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 7.1.2.4 The card shall remain in possession of the worker during the wages period under reference.
- 7.1.2.5 The contractor shall complete the wages slip portion on the reverse of the card a least a day prior to the disbursement of wages in respect of the wage period under reference.
- 7.1.2.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

### **7.1.3 Employment card**

The contractor shall issue an employment Card in the Form XIV of CL (R and A) Central Rules 1971 to each worker within three days of the employment of the worker.

### **7.1.4 Service certificate**

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

7.1.5 **Preservation of labour records:-** The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or another officers authorized by the Ministry of Communication in this behalf.

7.1.6 The Engineer-in-Charge may require contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

### **7.2 Power of labour officer to make investigations or enquiry**

The labour officer or any person authorized by the Central BSNL on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wages clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

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

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

### **7.4 Inspection of Books And Slips**

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

### **7.5 Submission of Returns**

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

### **7.6 Amendments**

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

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## 8. Exit Clause:

- 8.1 In case either party decides to terminate the agreement during the concurrency of the contract period, minimum 3 month notice shall be given and the complete documents/records and inventory supplied by BSNL, will be handed over to BSNL by the Bidder.
- 8.2 In such case during the notice period all the terms & conditions will be enforceable and approved rates shall be paid as per the agreement.
- 8.3 BSNL reserves the right to terminate the agreement, at any time, due to change in its own license conditions or upon directions from the DOT/ Government of India. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 8.4 On termination or expiry of the Agreement, the BG shall be released to Bidder only after ensuring clearance of dues, if any, which Bidder is liable to pay to BSNL. In case of failure of Bidder to pay the amounts due to BSNL, the outstanding amounts shall be realized through encashment of the Bank Guarantee without prejudice to any other action(s) for recovery of the amounts due to BSNL.
- 8.5 No penalty / damages / compensation shall be payable by either party before expiry of agreement period, if exit is made under the following circumstances:
- The order of any Government (Central/State) or any statutory body
  - In Force Majeure event
- 8.6 Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
- Neither Party shall represent the Other Party in any of its dealings.
  - Neither Party shall intentionally nor otherwise commit any act(s) as shall make a third party to believe that the other Party is still the former Party's partner.
  - Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.

## 8. **INSURANCE:** -

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

## 9. **Compliance of Labour Laws etc.**

The Bidder shall comply with all statutory / legal liabilities towards all the personnel either employed by itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulation shall be deemed to be breach of this Agreement.

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

- 9.1 During the performance of the works the contractors 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 BSNL, BSNL agency or BSNL, municipal board, BSNL 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

Signature & Seal of Bidder/Tenderer

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payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connecting the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against ay/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.

#### 1. 10. Confidentiality of information

Subject to conditions contained in this Agreement, the Bidder shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of the Bidder or the Bidder himself divulges or uses any such information except as may be necessary in the course of marketing of BSNL Services as mentioned in Annexure and
- b) No person seeks such information other than is necessary for the purpose of marketing of BSNL Services as mentioned in Annexure .

Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

- a) The Bidder shall take necessary steps to ensure that the Bidder himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.
- b) The Bidder shall, prior to commencement of this agreement, confirm in writing to BSNL that The Bidder has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- c) This clause shall survive the termination or expiry of this Agreement.

#### 10. TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply/perform without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

**End of Section-5 Part B.**

Signature & Seal of Bidder/Tenderer

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## SECTION-6

### UNDERTAKING & DECLARATION

Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021

#### 6(A) - for understanding the terms and condition of Tender and Specification of work

##### A) Certified that:

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

##### B) The tenderer hereby covenants and declares that:

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

Date: \_\_\_\_\_

Signature of Tenderer

Place: \_\_\_\_\_

Name of Tenderer \_\_\_\_\_  
Along with date and Seal

Signature & Seal of Bidder/Tenderer

पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली

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## 6(B) – NEAR-RELATIONSHIP CERTIFICATE

**Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is

"I.....

s/o.....

.....r/o.....

.....**Proprietor/Partners/Directors**

**of.....**

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

Place :.....

Signature of tenderer/Authorized Signatory.....

Date : .....

Name of the Tenderer.....

Seal of the Tenderer

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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6(C) - in respect of DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE

Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021

"I.....  
(Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) / <https://www.eprocure.gov.in> / <https://etenders.gov.in/eprocure/app> followed by link and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD".

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

Date : ..... Name of the Tenderer.....

Seal of the Tenderer

Signature & Seal of Bidder/Tenderer

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**6(D) - in respect of DECLARATION REGARDING BLACK LISTING / DEBARRING FROM TAKING PART IN THE GOVT. TENDERS BY BSNL**

**(To be signed by the bidder with seal invariably)**

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

I/We \_\_\_\_\_

Proprietor/Partner/Director(s) \_\_\_\_\_ of  
M/s. \_\_\_\_\_

has/ have not been blacklisted or debarred in the past by DOT/BSNL/MTNL or any other Government /Semi Government organization from taking part in the Government tenders.

**OR**

I/We \_\_\_\_\_

Proprietor/Partner/Director(s) of  
M/s. \_\_\_\_\_

was/were blacklisted/barred by DOT/BSNL/MTNL/Govt. Dept/PSU taking part in the Govt./PSU tender for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the Firm/Company is entitled to take part in Govt./PSU tenders.

1. In case above information is found false I/we am/are fully aware that the tender/contract will be rejected/cancelled by the General Manager Telecom. District, \_\_\_\_\_(NAME OF SSA) and EMD/SD shall stand forfeited along with any suitable action as deemed fit.

Signature

Place

Capacity in which is signed

Date

Name and Address of the firm

Seal of the firm

Signature & Seal of Bidder/Tenderer

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**6(E) - in respect of DECLARATION FOR EPF and Misc. Provisions Act 1952**

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

I ----- (name of the contractor/agency) 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 Labour legislations and statutory conditions viz., Labour, EPF etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

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

Date : ..... Name of the Tenderer.....

Seal of the Tenderer

Signature & Seal of Bidder/Tenderer

---

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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**6(F) -MANDATE FORM FOR DETAILS OF THE BIDDER'S BANK FOR EFFECTING E-PAYMENTS**

**Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

1. Name of the Company/Firm:-

\_\_\_\_\_

2. Address:- \_\_\_\_\_

3. Particulars of Bank Account:

• Name of the Bank:- \_\_\_\_\_

• Branch Name:- \_\_\_\_\_

• Type of Account (SB Account/ Current Account):- \_\_\_\_\_

• Ledger No/Folio No :- \_\_\_\_\_

• Name of the Account Holder :- \_\_\_\_\_

• Account Number as appearing on the Cheque Book/Pass Book. :- \_\_\_\_\_

• Branch Code :- \_\_\_\_\_

• Address :- \_\_\_\_\_

• Telephone No of the Branch :- \_\_\_\_\_

• Whether SEFT system available (Yes/ No) :- \_\_\_\_\_

• Whether RTGS enabled branch (Yes/ No) :- \_\_\_\_\_

• If RTGS enabled, give IFSC Code :- \_\_\_\_\_

• 9-Digit code number of the Bank and Branch as appearing on the MICR Cheque Issued by the Bank:- \_\_\_\_\_

Date of Effect :-

Name and Signature of the  
Authorized Signatory with Seal.

Abbreviation/Acronym used above are as under:

1. SEFT- Special Electronic Funds Transfer
2. RTGS- Real Time Gross Settlement
3. MICR- Magnetic Ink Character Recognition
4. IFSC- Indian Financial System Codes

**- UNDERTAKING -**

I/We, hereby, express my willingness to receive payment of the bills through Electronic Fund Transfer Scheme. I/We do authorize Claims Officer O/o GMTD/SSA Head- \_\_\_\_\_(NAME OF SSA) to arrange to credit the payment of my bills through Electronic Payment System to my account number as given above. I am ready to bear any charges levied by any Bank in this regard.

I/We, hereby, undertake that till a change is requested by me/us the payment shall continue to be made in the aforementioned account.

I/We, do hereby, declare that the particulars given above are correct and complete to the best of my/our knowledge. If the transaction is delayed or not effected at all for incomplete information, I would not hold BSNL responsible. Any dispute, if arises, will be subject to \_\_\_\_\_(NAME OF SSA) jurisdiction.

Date:- \_\_\_\_\_

Name and Signature of the  
Authorized Signatory with Seal.

Encl: Please attach a self-attested photocopy of Cheque or a cancelled cheque.

Signature & Seal of Bidder/Tenderer

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**6(G) - for CLAUSE BY CLAUSE COMPLIANCE/STATEMENT OF DEVIATION**

**Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

**A) Certified that:**

1. I/We \_\_\_\_\_, have read and agree with all the terms and conditions, specifications included in the tender documents issued vide Tender Enquiry No. \_\_\_\_\_ for the \_\_\_\_\_ and \_\_\_\_\_ are acceptable to us. We have nil deviation from bid stipulation of this tender document.
2. I/We \_\_\_\_\_, hereby confirm that have gone through all the terms and conditions of the tender document and abide by all the terms and conditions of the tender and accepting clause-by-clause compliance to the Scope of Work, Technical Specification, Schedule of Requirement, General (Commercial) Conditions, Special (Commercial) Conditions, General Conditions of Contract without any deviations.

Date: \_\_\_\_\_

Signature of Tenderer

Place: \_\_\_\_\_

Name of Tenderer \_\_\_\_\_  
Along with date and Seal

**End of Section-6.**

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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## Annexure B

Tender No: T-112/EOI Base/Primary cable mtncce work/2020-21/0Dated 19.02.2021

**6(H) FOR THE PAYMENT INSULATION (UNDERTAKING)**  
**(Rs. 100/- non –judicial stamp paper affidavit or notarized)**

I/We undertake that I have sufficient capital resources to execute the scope of this tender and will make due payment to our firm's labours/employees assigned to execution of the e-Tender No \_\_\_\_\_ Dtd \_\_\_\_\_ of \_\_\_\_\_ SSA (BSNL) as per laws every month insulating it from payments from BSNL. I/We also undertake to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

**Signature of Bidders**

**Name of the Bidders**  
**( Capacity in which signing)**

**Date :-**

**Station :-**

Signature & Seal of Bidder/Tenderer

---

पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली  
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Corporate Identity Number (CIN): U74899DL2000GOI107739

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## SECTION- 7

### PROFORMAS

#### 7(A) For the BID-SECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

**Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

#### Sub: Bid Security/EMD guarantee.

1. 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 GMTD/SSA Head \_\_\_\_\_(Name of SSA), BSNL O/o GM/SSA Head Telecom \_\_\_\_\_(Name of SSA), BSNL, \_\_\_\_\_detail address of SSA office (Hereafter referred to as BSNL \_\_\_\_\_(name of SSA)) 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 \_\_\_\_\_(Name of SSA) 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 \_\_\_\_\_(Name of SSA) 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 \_\_\_\_\_(Name of SSA) 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 \_\_\_\_\_(Name of SSA) 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 \_\_\_\_\_(Name of SSA) under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL \_\_\_\_\_(Name of SSA) 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 \_\_\_\_\_(Name of SSA) that the BSNL \_\_\_\_\_(Name

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

Registered & Corporate Office: Bharat Sanchar Bhavan, H.C. Mathur Lane, Janpath, New Delhi 110 001.

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of SSA) 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 \_\_\_\_\_(Name of SSA) 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 \_\_\_\_\_(Name of SSA) or any indulgence by the BSNL \_\_\_\_\_(Name of SSA) to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;
- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL \_\_\_\_\_(Name of SSA) 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 \_\_\_\_\_(Name of SSA) demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL \_\_\_\_\_(Name of SSA)" payable at \_\_\_\_\_(Name of SSA) .
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:-.....

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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## 7(B) For the Performance Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

Dated:.....

### Sub: Performance guarantee.

1. Whereas GMTD/SSA Head, BSNL \_\_\_\_\_(Name of SSA), O/o GM/SSA Head \_\_\_\_\_(Name of SSA) Telecom, \_\_\_\_\_(Name of SSA), \_\_\_\_\_(detail address of O/o GM/ SSA Head (hereafter referred to as BSNL \_\_\_\_\_(NAME OF SSA)) has issued an APO/LOI no. .... Dated ...../...../20.....awarding the work of .....to M/s .....R/o ..... (hereafter referred to as "Bidder") and BSNL \_\_\_\_\_(NAME OF SSA) has asked him to submit a performance guarantee in favour of the G.M.Telecom / SSA Head, \_\_\_\_\_(Name of SSA) BSNL of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20..... (hereafter referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the BSNL \_\_\_\_\_(NAME OF SSA) that if in the opinion of the BSNL \_\_\_\_\_(NAME OF SSA), the Bidder 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 \_\_\_\_\_(NAME OF SSA) the said sum limited to P.G. Amount or such lesser amount as BSNL \_\_\_\_\_(NAME OF SSA) may demand without requiring BSNL \_\_\_\_\_(NAME OF SSA) to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL \_\_\_\_\_(NAME OF SSA) shall be conclusive as regards the liability of Bidder to pay to BSNL \_\_\_\_\_(NAME OF SSA) 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 Bidder 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 Bidder and BSNL \_\_\_\_\_(NAME OF SSA) regarding the claim.
4. 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.

Signature & Seal of Bidder/Tenderer

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5. The Bank further agrees that the BSNL \_\_\_\_\_(NAME OF SSA) 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 \_\_\_\_\_(NAME OF SSA) against the Bidder 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 Bidder or through any forbearance, act or omission on the part of BSNL \_\_\_\_\_(NAME OF SSA) or any indulgence by BSNL \_\_\_\_\_(NAME OF SSA) to Bidder 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.
6. Notwithstanding anything herein contained ;
- (a) The liability of the Bank under this guarantee is restricted to the P.G. 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 \_\_\_\_\_(NAME OF SSA) 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 \_\_\_\_\_(NAME OF SSA) demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL \_\_\_\_\_(NAME OF SSA)" payable at \_\_\_\_\_(NAME OF SSA).
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.....

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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**7 (C) For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. ....  
have submitted our bid for the tender no.....  
in respect of .....  
(Item of work) which is due to open on..... (date) in the Meeting  
Room, O/o

We hereby authorize Mr. / Ms. ....&  
Mr. / Ms.....  
(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned  
above on our behalf.

Signature of the Representative:- \_\_\_\_\_

Name of the Representative:- \_\_\_\_\_

Signature of the alternative Representative:- \_\_\_\_\_

Name of the alternative Representative:- \_\_\_\_\_

Above Signatures Attested

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

**Note 1:** Only one representative will be permitted to attend the Bid opening

3. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature & Seal of Bidder/Tenderer

---

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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7(D)

**Model Amendment Letter Intimating Conditions for Extension of Time/Work Order Period  
Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

(Appendix (i) to clause 7.2 of Section-5 Part A)

Registered A/Due

Address of the purchaser

-----

To,

M/s .....

.....

Sub: This office contract no..... dated  
..... placed on you for supply/performance of  
.....

Ref :Your letter no..... dated .....

We are in receipt of your letter, wherein you have asked for extension/further extension of time for execution/performance/work order / installation/ commissioning of tendered work.

In view of the circumstances stated in your above referred letter, the time of execution/performance/work order can be extended from \_\_\_\_\_ (original/ last work order period) to \_\_\_\_\_ (presently agreed execution/performance/work order period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed Clause 26, Section-3 Part B, Clause 13.1, Section-5 Part A of terms and conditions of the tender/ PO/WO/AOW.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Execution/performance/work order shall be admissible on such of the said goods/works as are delivered after the said date as per clause 3 Section-5 Part A.
3. That, the prices during this extended execution/performance/work order period shall be provisional and shall be governed as per agreed clauses 3 and 20 of Section-5 Part A and shall be finalized in accordance with the current PO/WO/AOW price or the current PO/WO/AOW price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.
4. An undertaking as required vide clause 20.3, Section-5 Part A. Otherwise furnish the details as requisite in clause 20.4 section-5 Part A"

Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/LOI/ PO/WO/AOW and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

**Note :** The entries which are not applicable for the case under consideration are to be deleted.

Signature & Seal of Bidder/Tenderer

---

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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**7(E)**  
**Model Amendment Letter for Extension of Time/Work Order Period**  
(Appendix (ii) to clause 7.2 of Section-5 Part A)

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

Registered Acknowledgement Due

Address of the purchaser

-----  
-----

To

M/s .....  
.....

Sub : This office contract no..... dated ..... placed on you for supply/performance of .....

- Ref : 1. Your letter no..... dated ..... requesting DP extension.  
2. This office letter no. .... dated ..... intimating conditions for DP extension.  
3. Your letter no..... dated ..... accepting the conditions for DP extension.

In your above letter under reference (1), you have asked for extension/ further extension of time for execution/performance/work order/installation/ commissioning of tendered work. The terms and conditions for extension of execution/performance/work order period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of execution/performance/work order is hereby extended from \_\_\_\_\_ (last execution/performance/work order period) to \_\_\_\_\_ (presently agreed execution/performance/work order period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 13.1 Section-5 Part A of terms and conditions of the tender/ PO/WO/AOW.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Execution/performance/work order/ completion of work shall be admissible on such of the said goods/works as are delivered after the said date as per clause 3 Section-5 Part A.
- (c) The prices during this extended execution/performance/work order period shall be governed as per clauses 3 and 20 of Section-5 Part A and shall be finalized in accordance with current PO/WO/AOW price or the current PO/WO/AOW price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.

Signature & Seal of Bidder/Tenderer

---

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/LOI/ PO/WO/AOW and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

Copy to :

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

(All concerned)

**Note:-** The entries which are not applicable for the case under consideration are to be deleted.

Signature & Seal of Bidder/Tenderer

---

पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली

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7(F)

**MODEL PROFORMA OF POWER OF ATTORNEY  
(Refer Clause 14.3 of Section-4 Part A)  
Non-Judicial Stamp**

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

**POWER OF ATTORNEY**

Be it known all to whom it concern that :-

1. Shri/Smt./Ku \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ residing at \_\_\_\_\_
2. Shri/Smt./Ku \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ residing at \_\_\_\_\_
3. Shri/Smt./Ku \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_  
\_\_\_\_\_ ( Name & Address) hereby appoint  
Shri/Smt./Ku. \_\_\_\_\_ s/o / w/o / d/o \_\_\_\_\_  
residing at \_\_\_\_\_ as my/our Attorney to act  
in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all  
contractual obligations (including references of cases to arbitration) arising out of contracts to be  
entered into by the firm with the GMTD, \_\_\_\_\_ (Name of SSA), BSNL, Sanchar Bhavan, \_\_\_\_\_ (Name  
of SSA)-02 in connection with their Tender Enquiry No.  
\_\_\_\_\_ dated \_\_\_\_\_ for the supply/perform of \_\_\_\_\_  
\_\_\_\_\_ due for opening on \_\_\_\_\_

\_\_\_\_\_ In short he is fully authorised to do all, each and everything requisite for the above  
purpose concerning M/s \_\_\_\_\_. And I/We hereby  
agree to confirm and ratify his all and every act of this or any documents executed by my/our said  
Attorney within the scope of the authority hereby conferred on him including references of cases to  
arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by  
me/us individually or jointly.

Witness (with Address) Signature of the Proprietor/Partners/Directors  
1.Name \_\_\_\_\_ Sign. \_\_\_\_\_ 1.Name: \_\_\_\_\_ Sign. \_\_\_\_\_

(Address \_\_\_\_\_)

2.Name \_\_\_\_\_ Sign. \_\_\_\_\_ 2.Name: \_\_\_\_\_ Sign. \_\_\_\_\_

(Address \_\_\_\_\_)

3.Name \_\_\_\_\_ Sign. \_\_\_\_\_ 3.Name: \_\_\_\_\_ Sign. \_\_\_\_\_

(Address \_\_\_\_\_)

Accepted  
(Name & Signature of Signatory of Tender Offer of the firm)  
(with Designation, Address, Phone No., Mobile No. & Email)

ATTESTED  
Notary Public  
(Signature with Official Seal )

OR  
REGISTERED  
Before

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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( SUB – REGISTRAR ) ..... (of concerned State)

Signature with Official Seal

**(Note :-Kindly refer Clause 14.3 of Section-4 Part-A for compliance same is reiterated as :-**

**(i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be EITHER attested by a Notary Public OR registered before Sub-Registrar of the states(s) concerned.**

**(ii) The said Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body corporate .Copy of the Board Resolution / authorization shall also be submitted along with POA**

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

Signature of Bidder

Signature & Seal of Bidder/Tenderer

---

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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**PROFORMA**  
**7(G) - for the AGREEMENT**  
(To be typed on Rs.100/- non-judicial stamp paper)

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

The 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 and the Bharat Sanchar Nigam Limited here in after referred to as the BSNL, of  
other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the  
execution of work of outsourcing of 'Maintenance of Primary underground cables including  
jointing's on SLA basis for Dhule City Urban in Dhule SSA of MH Circle 'UNDER JURISDICTION  
OF DE CITY DHULE' on the terms and conditions herein contained and the rates approved by  
the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary  
security deposits have been furnished in accordance with the provisions of the Bid document  
and whereas no interest will be claimed on the security deposits.

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

- 1) The contractor shall, during the period of this contract that is to say from .....  
(Date of agreement) to a period of **one year** or completion of guarantee period (if any) for  
Rs.....(In words) Rs..... whichever  
is later or until this contract shall be determined by such notice as is hereinafter mentioned,  
safely carryout, by means of labours employed at his own expenses and by means of tools,  
implements and equipment etc to be supplied by him to his labour at his own expensed, all  
work of tender and other associated works as described in Bid Documents (annexed to the  
agreement), when the BSNL or General Manager Telecom. District \_\_\_\_\_(Name of SSA) or  
any other persons authorized by General Manager Telecom. District \_\_\_\_\_(Name of SSA) 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.

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.

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

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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- 3) The contractor hereby declares that nobody connected with or in the employment of the BSNL of Telecommunications/DTS is not/shall not ever be admitted as partner in the contract.
- 4) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid 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.
- 5) The Contractor shall abide by the any changes in the tender condition made during the validity of the contract period which do not has any financial bearing.

In witness whereof the parties present have here into set their respective hands and seals the day in.....

Above written:

Signed sealed and Delivered by  
the above named Contractor in the presence of

Witness:

- 1.
- 2.

Signed and Delivered on behalf of the Bharat Sanchar Nigam Limited by the

Witness :

- 1.
- 2.

**End of Section-7.**

Signature & Seal of Bidder/Tenderer

---

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**SECTION- 8**

**Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

**BIDDER'S PROFILE & QUESTIONNAIRE.**  
(To be filled in and submitted by the bidder)

Passport size photograph of the Bidder/ Authorized Signatory holding Power of Attorney
--

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....
2. Present Correspondence Address:-  
.....  
.....  
.....  
Telephone No.:-..... Mobile No.:.....  
FAX No.:- .....
3. Address of place of Works/ Manufacture:-  
.....  
.....  
Telephone No.:-..... Mobile No.:.....
4. State the Type of Firm:- Sole Proprietor-ship/ Partnership Firm / Private Limited Company.  
(Tick the correct choice):
5. Name of the Sole Proprietor/ Partners/ Director(s) of Pvt. Ltd Co.:-

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			

**6. Tenderer's experience certificate details (if any) -**

S. No.	Name of the department/ company, which has issued certificate	Name and Designation of certificate issuing authority	Telephone number of certificate issuing authority	Amount in Rs. as per certificate
			<b>Total:</b>	

Signature & Seal of Bidder/Tenderer

7. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
.....  
.....  
.....

8. Income Tax PAN (Permanent Account No) of Firm/Company/Establishment  
.....

9. GST registration no. ....  
10. EPF Registration Certificate (if applicable).....  
11. P- TAX Registration No (if applicable).....  
12. ESIC Regn. Certificate (if applicable).....

13. Details of the Bidder's Bank for effecting e-payments:

- (a) Beneficiary Bank Name:-  
.....
- (b) Beneficiary branch Name:-  
.....
- (c) IFSC code of beneficiary Branch:-  
.....
- (d) Beneficiary account No:-  
.....
- (e) Branch Serial No. (MICR No.):  
.....

14 **Infrastructure capabilities:**

- (a) Capacity of Cable Job Work per Day ( in Rs).....
- (b) Capacity of Cable Job Work per month ( in Rs).....
- (c) Capacity of engaging mazdoors per day.....
- (e) Particulars of vehicles available with the Bidder .....  
.....  
.....
- (d) Particulars of other machines possessed by the contractor which can help in trenching, pipe laying and cable pulling  
.....  
.....  
.....

**B) Questionnaire (Optional and not mandatory to be filled by the bidder)**

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

1.1 If Yes, Give details

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

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

2.1 If Yes, Give details

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

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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3. Kindly indicate the maximum Quantity of tendered items/material which you are capable of supply/performing within the scheduled delivery/performance period.

Name of the tendered Item	Qty that can be supplied/performed by the firm within scheduled delivery/performance period.

4. Suggestion for improvement of the tender document.

.....  
.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**End of Section-8.**

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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**SECTION-9 Part A**

**BID FORM**

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

To,

From,

.....

.....

<Complete address of the purchaser>

<complete address of the Bidder>

Bidder's Reference No.....Dated.....

**Ref:** Your Tender Enquiry No:- .....Dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... Dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute/perform work of Tender..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of.....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete execution of all the items and perform all the services specified in the contract in accordance with the delivery/performance schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 20.....

Signature .....

Witness

Name .....

Signature.....

In the capacity of .....

Name .....

Duly authorized to sign the bid for and on

Address .....

behalf of .....

**End of Section-9 Part A.**

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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**Section-9 Part B**  
**PRICE SCHEDULE**

**Tender No: T-112/EOI Base/Primary cable mtnce work/2020-21/0Dated 19.02.2021**

To,  
AGM(PLG) BSNL Jalgaon.

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we, the undersigned offer to services for 'Maintenance of **Primary underground cables & including jointing's on SLA basis in Dhule SSA of MH Circle, in conformity with the said specifications and conditions of contract at the percentage (below/at par/above) on scheduled rates quoted as under in online BOQ only:**

Sl.No.	Item description/Area of Work	I / We hereby quote
1	DHULE CITY URBAN AREA.	<input type="checkbox"/> Below in figure.....% In words .....%
		<input type="checkbox"/> At par in figure.....% In words .....%
		<input type="checkbox"/> Above in figure.....% In words .....%

Note :

1. The rates quoted include all taxes, transportation etc. but excluding GST which will be reimbursed by BSNL.
2. The rates are to be quoted online only in BoQ.

Declaration:

1. If your bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.
2. We agree to abide by the bid for a period of 150 days from the date of opening financial bid and it shall remain binding upon us and may be accepted at any time before expiry of that period.

Date:

Place:

**Note:-** Bidder has to upload Original Price Schedule xls file format only online on CPP Portal <https://www.eprocure.gov.in> with digital signature within stipulated time period

**End of Section-9 Part B.**

Signature & Seal of Bidder/Tenderer

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**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**  
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**CHECK LIST**

**Tender No: T-112/EOI Base/Primary cable mtnc work/2020-21/0Dated 19.02.2021**

Sr. No.	PDF FILE NO	NAME OF DOCUMENT	
		Short Code Name	Name and Description
a	(1)	DOC(a)	<b>Cost of Bid Document</b> as detailed given in DNIT, <b>Section- 1</b> of Tender Document
b		DOC(b)	<b>Bid Security</b> as detailed given below and in accordance to <b>clause no.12, Section- 4 Part A of Tender Document</b> . MSE bidder may refer to clause 12 of Section-4 Part-A
c		DOC(c)	<b>Current and Valid MSE Certificate</b> registered with NSIC/ <b>Acknowledgement of Entrepreneurs Memorandum issued from</b> District Industries Centre (State Director of Industries) if applicable.
d	(2)	DOC(d)	<b>Declaration-6(A):- Undertaking and declaration for understanding the terms and conditions of tender and specification of works (Undertaking &amp; Declaration –6(A) ) as per Section-6 duly filled and signed is to be submit online.</b>
e		DOC(e)	<b>Bid Form</b> , duly filled in & signed with seal, as per <b>Section-9 Part A</b> , of the Bid Document.
f		DOC(f)	<b>Bidder's profile</b> duly filled in & signed with seal, as per <b>Section-8</b> , of the Bid Document.
g	(3)	DOC(g)	<b>Experience:-</b> The bidder/Vendor should have <b>experience</b> of having successfully/satisfactorily completed similar work of O.F. Cable Route Construction and/or UG Copper Cable Construction, OF cable and/or L & W Construction Work and/or having successfully/satisfactorily completed Maintenance of O.F. Cable and/or UG Copper Cable and/or L & W work in any unit(s) of BSNL/ MTNL/DOT or any Department or PSU of State/Central Government or Licensed Private Telecom Service Providers for at least of the amount 35% of total Estimated Cost of the this tender, during each of any three financial years of last five financial years i.e. <b>2015-16,2016-17, 2017-18,2018-19, 2019-20</b> . The experience certificate signed by Officer not below the rank of JAG level officer of BSNL / MTNL or Project Manager/Middle Management Level Officer of the Company in case of any other licensed Private Telecom Operator is required to be attached. The period of work done successfully/satisfactorily and amount of work should be mentioned in the experience certificate.
h		DOC(h)	<b>Copy of Turnover Certificate issued by the Chartered Accountant :-</b> Annual financial turnover (to be submitted along with Balance Sheet certified by CA) during each of the last 3 financial years i.e. 2017-18, 2018-19 & 2019-20 should be at least 30% of the annual estimated cost of this tender as given in Clause 1, Section 1.
i		DOC(i)	<b>Copy of Solvency Certificate from Bidder's Bank</b> at least of amount 40% of total Estimated Cost of this tender as given in Clause-4.10, Section-1. The Solvency Certificate shall not be older than 06 months from the date of issue of NIT.
j	(4)	DOC(j)	<b>Notarised or registered before sub-registrar</b> of the state(s) concerned <b>Original "Power of Attorney"</b> blue ink signed in the format given at Section-7(F) in case the tender is signed & submitted by authorized signatory other than the bidder, the power of Attorney should be as per <b>clause 14.3, Section- 4 Part A</b> of tender document (if applicable). The <b>resolution of the Board of directors/partners</b> of the bidder as per clause 14.3 (e), Section-4 part A of tender document (if applicable).

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**

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k		DOC(k)	The attestation of the Specimen Signature of <b>Power of Attorney holder by company's/firm's banker should be furnished.</b>
l		DOC(l)	Copy of the <b>Certificates of Incorporation/Copy of Registration of Firm/Copy of valid shop act license.</b>
m		DOC(m)	Copy of <b>Partnership Deed</b> in case of partnership firm; Copy of <b>Memorandum and Articles of Association</b> in case of limited company. <b>(a)List of all board of Directors if applicable.</b> <b>(b)Registration Certificate/Acknowledgement of Entrepreneurs Memorandum</b> from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Govt. of India if applicable.
n	(5)	DOC(n)	Copy of <b>EPF Registration Certificate of the Firm/Company/Establishment /Bidder</b> with EPFO Authority
o		DOC(o)	Copy of <b>ESIC registration certificate</b> if ESIC registration is applicable to the Establishment/ Firm/Company OR The declaration on non-judicial stamp paper of Rs.10/20/50/100 duly signed by bidder/authorized signatory that ESIC registration of the Establishment/Firm/Company will be submitted in case it becomes necessary as per ESIC Department within 90 days from date of such notice from BSNL/ESIC, failing which EMD can be forfeited and the Establishment/ Firm/Company can be debarred from any further work/contract by BSNL for one year from the date of issue of such order.
p		DOC(p)	Copy of <b>Professional TAX Registration Certificate</b> from P-TAX Authority if P-TAX Registration is applicable to the Establishment/ Firm/Company/Bidder OR <b>The declaration</b> on non-judicial stamp paper of Rs.10/20/50/100 duly signed by bidder/authorized signatory that P-TAX registration of the Establishment/Firm/Company/Bidder will be submitted in case it becomes necessary as per P-TAX Department within 90 days from date of such notice from BSNL/P-TAX, failing which EMD can be forfeited and the Establishment/Firm/Company/Bidder can be debarred from any further work/contract by BSNL for one year from the date of issue of such order.
q	(6)	DOC(q)	Copy of <b>GST Registration Certificate</b> of firm/company/establishment.
r		DOC(r)	Copy of <b>PAN Card of the Bidder/Authorized Signatory.</b>
s		DOC(s)	Copy of <b>Latest Income Tax Return of Bidder/Authorized Signatory.</b>
t	(7)	DOC(t)	Certificate regarding <b>Near Relatives</b> as in <b>Section-6(B).</b>
u		DOC(u)	Declaration regarding Downloading of Tender <b>Document from Web Site</b> as in <b>Section-6(C).</b>
v		DOC(v)	Declaration regarding <b>Black-Listing</b> as in <b>Section- 6(D)</b>
w		DOC(w)	<b>Clause-by-Clause compliance Statement</b> as given in <b>Section-6(G)</b> as per <b>Clause 11.2(c) of Section-4 Part-A</b>
x		DOC(x)	<b>Payment Insulation Undertaking</b> as given in <b>Section-6(H)</b> as per <b>Annexure-B Section-4 Part-A</b>

**Important Note: - The bidder/vendor is supposed to sign with seal at all specific places on the document(s) required to be submitted along with the techno-commercial bid as stipulated in eligibility criteria. However the duly filled, merely signed document(s) with or without seal submitted by bidder/authorized signatory for having read it and accepted it, will be treated as the document submitted is signed by the Tenderer/Authorized Signatory.**

Name & Signature of the Bidder  
With seal of the company

**End of Check List.**

Signature & Seal of Bidder/Tenderer

**पंजीकृत एवं निगमित कार्यालय: भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ नई दिल्ली**  
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