BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

OFFICE OF THE PRINCIPAL GENERAL MANAGER, BSNL
MEDAK TELECOM DISTRICT
SANGAREDDY

E-TENDER FOR PIJF PRIMARY CABLE MAINTENANCE WORKS IN MEDAK SSA

E-TENDER No. PGMTD/SGD/PLG /PIJF Primary Cables Mtce. Works /2020-21/1

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TENDER SCHEDULE FOR PIJF PRIMARY CABLE MAINTENANCE FOR 2020-21 IN MEDAK TELECOM DISTRICT

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o ***PGMTD BSNL***, ***Bypass Road, Balaji Nagar, Sangareddy-502001***
MEDAK SSA

E-Tender Notice

From:
AGM (NWP)
%PGMTD BSNL
Bypass Road, Balaji Nagar
Sangareddy-502001

To
All Prospective Bidders

Sub: - E-TENDER FOR PIJF PRIMARY CABLE MAINTENANCE WORKS IN MEDAK SSA

Tender Enquiry No **: PGMTD/SGD/PLG /PIJF Primary Cables Mtce. Works /2020-21/1 Dated at SGD 03.11.2020**

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

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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o ***PGMTD BSNL***, ***Bypass Road, Balaji Nagar, Sangareddy-502001***
MEDAK SSA

TECHNICAL BID

TENDER SCHEDULE FOR PIJF PRIMARY CABLE MAINTENANCE WORKS IN MEDAK TELECOM DISTRICT FOR THE YEAR 2020-21

E-Tender No. PGMTD/SGD/PLG /PIJF Primary Cables Mtce. Works /2020-21/1

LIST OF CLUSTER WISE TELEPHONE EXCHANGES : ANNEXURE-IX.

CASH RECEIPT NO. :

DATE :

AMOUNT : Rs. 590/- (Rs.500/- + 90/- GST)

ISSUED TO :

A.G.M. (NWP)
%PGMTD BSNL
Bypass Road, Balaji Nagar
Sangareddy-502001

LETTER OF BIDDER TO BSNL

From

To,

A.G.M (NWP)
%PGMTD BSNL
Bypass Road, Balaji Nagar
Sangareddy-502001

Sir,

Sub:- Submission of sealed tender as per the NIT uploaded in both the websites Dated : 03.11.2020 for the PIJF PRIMARY CABLE Maintenance works for the year 2020-21 in MEDAK SSA.

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As per the above referred Subject, I/We herewith submit my/our Bid in sealed cover. The following documents are enclosed to the tender document (online).

1. DD for **Rs 590/-** drawn in favour of AO(Cash), BSNL O/o PGMTD, Sangareddy towards the cost of tender document.
2. EMD in the form of Demand Draft /Bankers Cheque drawn in favour of AO(Cash), BSNL O/o PGMTD, Sangareddy,. **for each cluster participated** from a Nationalized/Scheduled Bank.
   Note: MSME/ NSIC registered bidders are exempted from paying the EMD and Tender Cost.
3. Proof of Registration/Partnership Deed (for firms and companies) In case of individual no proof of registration is required, but an undertaking is to be submitted as per proforma (Annexure IVA) (Self attested xerox copy).
4. Experience Certificate as per the proforma Annexure-I & Annexure II OR Annexure I (Self attested Xerox Copy).
5. EPF and ESI Registration (Self attested Xerox copy)
6. GST Registration. (Self attested Xerox Copy).
7. **Audited accounts for the last 2 financial years signed by CA.**
8. Turn over Certificate for the last 2 financial years as per the audited accounts signed by CA (Self attested Xerox copy)
9. Declaration of near relatives in BSNL as per the proforma in Annexure-III
10. The bidder should submit either a valid license obtained from the Labour Commissioner or an undertaking stating that he/she will comply the Labour Acts in accordance with Central Labour (R & A) Act, 1970 Section 1 clause 4 (b) as amended from time to time. (Proforma at Annexure IVB)
11. Certification regarding down loading of application from internet (Annexure. V)
12. Self-attested copy of PAN CARD of the bidder/Firm.
13. Self-declaration stating that the firm / individual not blacklisted / debarred earlier as on date in annexure-VI.

I / We also intimate that in the tender, the Rate Quoted in % on Schedule of rates (words & figures) and % quoted in (+) ve OR (-) ve are indicated in Annexure-VII

All computer generated documents are duly attested/ signed by the issuing organization and the same are uploaded online under digital signature

I/We have gone through all the contents of the tender document completely and I/We have signed at the bottom of all pages and at appropriate places and uploaded the same with Technical bid. I/We abide by the conditions stipulated therein.

Yours sincerely,

Dated:

1. NOTICE INVITING TENDER

1. Tenders are invited through **e - tendering process** by the Principal General Manager, Medak Telecom District, BSNL ,Sangareddy – 502001 from the eligible contractors for PIJF Primary Cable maintenance works for an **estimated cost of Rs 10 Lakhs+GST @18% in Three Cluster areas of Medak Telecom District.**

Sl.No	Cluster Name	Total number of urban Telephone Exchanges in cluster	Estimated Value of work in Rs: (for 1 year)	EMD (in INR) cluster wise
1	SANGAREDDY	5	300000	6000
2	PATANCHERU	5	400000	8000
3	SIDDIPET	3	300000	6000

NOTE : Maximum TWO Clusters will be allotted/awarded to a contractor.

Note : 1. **Each bidder can participate for any number of clusters of their choice and separate EMD for each cluster should be submitted**.

1.1 A separate bid form along with price bid (as per Annexure-VII A to VII K) for each cluster should be filled if the bidder wishes to participate in more than one cluster. The evaluation of the tender as well as allotment of the work will be done cluster wise.

2. Accessibility of e-Tender Document: Tender document can be obtained by downloading it from the website www.telangana.bsnl.co.in. The tender document for participating in E-tender shall be **available** at etender portal etenders.gov.in from 03**-11-2020 from 18.00 hrs** onwards.

Bidders must register on the e-tender portal (at etenders.gov.in) (refer Section 4C of Special instructions to bidders for e-tendering), if not already registered earlier and follow all instructions for participating in bidding for the tender. **Please note that the bidders cannot participate in the tender without downloading official copy of the tender document.**

Note 1: The Tender document shall not be available for download after the date / time of closure of procurement of tender document.

2.1**.** DD / Bankers cheque of an amount of **Rs: 590/-** drawn in favour of AO(Cash), BSNL O/o PGMTD, Sangareddy shall have to be submitted towards tender document fee, failing which the

bid will be rejected. **All NSIC / MSME registered bidders are exempted from paying the tender document fee.**

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

3. Sale of physical tender Document: Not applicable.

4.1.**Eligibility Criteria:** The bidder should be experienced contractors of BSNL, Railways, CPWD, Private Telecom. Operators, (Sub contract not eligible) ITI, HCL, TCIL etc.

4.2 Copy of registration/authorization shall be enclosed to the bid. The bidders shall be willing to extend the contract and willingness for extension shall form part of the bid.

4.3 **Experience:** The bidder should have successfully executed a total of 10 KMs cable (PIJF Cables/OFC Cable)laying/maintenance works during the last 5 financial years from 2015-16 onwards. The experience certificate should clearly indicate the quantum of work done in KMs, certified by an Officer of concerned organization not below the rank of DGM/SE/Dy. STE/ Sr. Manager and above in private Telecom & PSU.

4.3 Financial Qualification:

The Bidder must have minimum Annual Turnover of 50% of the estimated cost of the Tender for each year during the last two years.

Bidders will be required to support claims of their financial qualification through their Audited Financial Statements duly certified by their CA.

5. EMD: The bidder shall furnish the bid EMD in the form of DD of specified amount for each cluster participated from any Nationalized/scheduled bank drawn in favour of AO (CASH) , BSNL O/o PGMTD, Sangareddy. **All NSIC / MSME registered bidders (of suitable experianceare) are exempted from paying the EMD.**

6. Last date & time for downloading of tender document: up to 12:00 hrs of 26-11-2020

7. Date & Time of Submission of e - Tender bids: Up to 12:00 Hrs on 26-11-2020.
Note 2:- 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.

8. Online **opening of Tender Bids**: **At 14:00 Hrs of 27-11-2020**

9. **Place of opening of e - Tender bids:**
BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). 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.

Note: However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at O/o PGMTD, BSNL,Sangareddy, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

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

12. The P.G.M. Sangareddy (Medak SSA) reserves the right to reject any or all the tenders or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest tender. PGM, SANGAREDDY also reserves the right to select one or more contractors for each cluster area.

12.1 The bidder shall furnish a declaration under his digital signature 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 E-tender Portal (etenders.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: - 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.

All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature.

AGM (NWP),
O/o PGMTD,BSNL , Sangareddy.

SECTION-2
TENDER INFORMATION

1) Type of tender: Single Stage bidding- Two stage opening using two electronic Envelopes followed by e-Reverse auction.
Note: The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.
2). Bid Validity Period: 150 days from the tender opening date and can be extended.
3). The tender offer shall contain two electronic envelopes, the first envelope will be named as techno-commercial & will contain documents of bidders satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents as mentioned in 5 (a).
4). Submission of Tender: The Technical bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in point 5 of Tender Information.
The DDs and power of Attorney (POA) should be submitted offline by dropping in the tender box provided at O/o AGM (NWP), BSNL,PGMTD Sangareddy before **12:00 hrs on 26-11-2020.**

The Technical bid and financial bid should be submitted through online.

5).(a). List of documents to be attached with Technical bid:
1. DD for **Rs 590/-** drawn favour of AO(Cash) , BSNL O/o PGMTD, Sangareddy from any Nationalized/scheduled bank towards the cost of tender document.
2. EMD in the form of Demand Draft /Bankers Cheque drawn in favour of AO(Cash) , BSNL O/o PGMTD, SangareddyDD from any Nationalized/Scheduled Bank.
3. Proof of Registration/Partnership Deed (for firms and companies) In case of individual no proof of registration is required, but an undertaking is to be submitted as per proforma (Annexure IVA) (Self attested xerox copy).
4. Experience Certificate as per the proforma Annexure-I & Annexure II OR Annexure I (Self attested Xerox Copy).
5. EPF and ESI Registration (Self attested Xerox copy)
6. GST Registration. (Self attested Xerox Copy).
7. Audited accounts for the last 2 financial years(2017-18,2018-19) signed by CA.
8. Turn over Certificate for the last 2 financial years (2017-18, 2018-19) as per the audited accounts signed by CA (Self attested Xerox copy)
9. Declaration of near relatives in BSNL as per the proforma in Annexure-III
10. The bidder should submit either a valid license obtained from the Labour Commissioner or an undertaking stating that he/she will comply the Labour Acts in accordance with Central Labour (R & A) Act, 1970 Section 1 clause 4 (b) as amended from time to time. (Proforma at Annexure IVB)
11. Certification regarding down loading of application from internet (Annexure. V)
12. Self-attested copy of PAN CARD of the bidder/Firm.
13. Self-declaration stating that the firm / individual not blacklisted / debarred earlier as on date in annexure-VI.
14. Tender documents digitally signed for having read it & accepted it.
15. Tender/ Bid form duly filled & signed in all pages where required for off line submission.
16. All other documents required as per the conditions of tender document.

6).Financial envelope (online) shall contain:
i).Electronic Form- Rates should be quoted in figures as well as in **wo**rds. Rate quoted should be a percentage (%) above or below the BSNL Base Rates (SOR). The rate quoted should be inclusive of all taxes but exclusive of GST. Financial bid should be submitted online portal only. **No other mode of submission of financial bid is accepted under any circumstances.**

The following documents are required to be submitted offline (i.e. offline submissions) to AGM(NWP), BSNL,O/o PGMTD,Sangareddy-52001.

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

i) **EMD – Bid security (original copy) / NSIC / MSME Certificate.**
ii) **DD/ Banker's cheque of Tender schedule fee**
iii) **Power of Attorney (If applicable)**

Evaluation of Tender: There will be two types of evaluation.

a) Technical/Pre-selection Bid.
b) Financial;/ Price Bid.
c) On the day of opening of tenders only Technical Bids will be opened. Financial bids will not be opened on that day.
d) Based on the result of the technical screening, Financial Bids will be opened on a specified date and will be intimated to all technically qualified bidders.
e) Only one authorized representative from each tenderer will be permitted to be present at the time of opening of bids.

7). VENUE OF THE OPENING OF TENDERS: at Chamber of AGM (NWP),O/o PGMTD, BSNL,Sangareddy.

Note: At the time of opening the bids, initially offline submission envelope of all bidders will be opened. The Electronic envelope consisting Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions.

In case where the documents of bid security etc. are not submitted in the manner prescribed above, bid of the bidder shall be rejected. An index showing the details of documents uploaded must also be uploaded.

SECTION-3

GENERAL INFORMATION

DEFINITIONS:

1. The **CONTRACT** means the documents forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the contractor together with the documents referred to therein including the conditions, specifications, designs, drawing and instructions issued from time to time by the P.G.M. MEDAK Telecom District or his authorized officer and all those documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expression shall unless the context otherwise required have the meaning hereby respectively assigned to them.

2A. The expression WORK or WORKS shall unless thereby something either in the subject or context repugnant to such construction be construed and taken to mean the works by or virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

2B. The CONTRACTOR shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company or the successor of such firm or company and the permitted assignee or such individual or firm or firms or company.

2C. BSNL means the Bharat Sanchar Nigam Limited and its successors.

2D. The ENGINEER-IN-CHARGE may be the Divisional Engineer or Sub-Divisional Engineer as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the BSNL, and shall include his successors in office by whatever change in designation he is called.

SECTION-4a
GENERAL CONDITIONS

1. Single Stage bidding- Two stage opening using two electronic Envelopes (followed by e-Reverse auction).

Note: The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.
Tenders received after the prescribed date and time will not be entertained.

2. Each tenderer should pay EMD as prescribed through demand draft / Bankers Cheque drawn in favour of "A.O.Cash,BSNL, % PGMTD, Sangareddy." from any Nationalized/Scheduled bank. The D.D. / Bankers Cheque in original should be enclosed with tender schedule fee and dropped in the tender box provided at AGM(NWP),O/o PGMTD, BSNL,Sangareddy. Tenders without the EMD will be summarily rejected and no correspondence shall be entertained in this regard.

3. The tenderers should scrutinize carefully all the clauses appearing in the tender forms (complete set of the tender schedule) and to sign in token thereof at relevant places.

4). The approximate quantum of work as specified in this tender schedule may increase or decrease by 25% of the quantities proposed and no claim for any compensation for variation in quantum of work will be entertained, for all over NIT of tender document.

5. When the tender is received by the administration, it will be understood that the tenderer(s) has/have gone through carefully in detail all the instructions /general conditions, tender conditions, for the execution of the work and that the points and doubts and interpretations are clarified by the proper authority of the BSNL administration.

6a) On the day of opening of the tenders only technical bids shall be opened, The bids will be later evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.
6b) The evaluation of the tender will be made based on the lowest price / rate quoted on the BSNL basic rates (SOR) which are annexed in respect of the qualified tenderers for PIJF Primary Cable Mtce. works. The tenderer(s) should quote his/their price / rate in the schedules provided**.(The financial bid should be submitted online only. No other mode of submission of financial bid is accepted under any circumstances..)**

7. The charges for empty cable drum will be recovered from the bills as per SOR.

8. A) (I) Technical Bid Evaluation shall be done on:

a). Fulfillment of experience conditions of tender as detailed in page-6 under item 4.3.
b). Fulfillment of technical specifications of the tender in respect of all items mentioned under **Specification of the PIJF Primary Cable Mtce works.**
c). All documents mentioned in Section 2 under point 5 (List of documents) should be submitted unless they are not applicable to the Bidder. Else the bid will be treated as substantially non responsive.
d). Bid determined as substantially non responsive shall be rejected by TEC and shall not be subsequent to bid opening, be made responsive by tenderer by correction of non conformity.

(II). Financial Bid: The Financial bids of techno commercially compliant bidders only shall be opened. These bids will be evaluated on the basis of the lowest percentage quoted on the BSNL basic rates (SOR) against each item which are annexed.

B) Warranty: The contractor shall warrant that the material supplied for the work shall be new and free from all defects & faults in material, work man ship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for the materials of the type

ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or work man ship such as corrosion of the equipment, inadequate quantity of materials etc and shall remedy such defects at his own cost when called upon to do so by BSNL who shall state in writing in what respects the stores are faulty. The warranty shall survive inspection and acceptance of goods, but shall expire in twelve months after the acceptance testing except in respect of complaints notified prior to such date.

9. **Tenders with unworkable rates or tenders with same rates overall quoted by a group of tenderers are liable for rejection.**

10. The P.G.M. Sangareddy reserves the right to consider other factors viz. Experience, credibility etc. in finalizing tender apart from the percentage quoted.

11. The tender is valid for a period of one year or on completion of the estimated cost/ quantity which ever is earlier. It can be extended by another 6(Six) months with a span of three months at a time and + 25% of the quantity. All the extensions of the tender should be invariably accepted by all the awarded bidders.

12. **The P.G.M. Sangareddy reserves the right to decide the number of contractors in Three Clusters of Medak SSA in order to complete the targeted works in time**.

13. The quantity/amount of PIJF Primary Cable Mtce. Works to be taken up in One Year in THREE Clusters of Medak SSA given in NIT are tentative. Actual work may vary upto ±25% of quantities projected in the tender.

14. The P.G.M. Sangareddy reserves the right to reject any or all the tenders without assigning any reason and will not be bound to accept the lowest tender. He reserves himself the right of accepting the whole or a part of the tender and his decision in the matter shall be final and binding upon the tenderer(s).

15. The acceptance or rejection of the tender rests with the P.G.M. MedakTelecom District, and his decision will be final.

16. If the information/documents furnished in the tender are found to be false or forged, within, before or after the award of work, the SD/EMD shall be forfeited and the firm shall be black listed.

17. Award of work :

17.1. After evaluation of financial proposals (bids), BSNL shall prepare a list of bidders arranged in increasing order starting from the lowest (L1, L2, L3 and so on) in each Cluster, for the purpose of arriving L-1rates.

17.2. Maximum two clusters can be awarded to L1 bidder. If same bidder is L1 in all three Clusters then only two clusters will be allotted to L1 bidder on his Choice and remaining cluster will be awarded to L2 Bidder at L1 rates.

SECTION-4b
TENDER CONDITIONS

CLAUSE 1 : Earnest Money Deposit (EMD) or bid security :

1. The earnest money shall be paid by all the bidders to enable the government to ensure that the bidder does not refuse to execute the work after it has been awarded to him. In case, where the successful bidder fails to enter into agreement the work awarded to him, the earnest money deposit is absolutely forfeited to the BSNL . EMD is fixed as 2.0% of the estimated cost.

2. Exemption from deposit of EMD : (A) The public sector enterprise/ undertakings under the administrative control of the Ministry of Communications are exempted from payment of EMD. This exemption is not extended to other PSUs of Center/State Governments.

(B). **EMD is exempted for firms registered with bodies specified by NSIC/MSME (Ministry of Micro & Small and Medium Enterprise).**

(C). Tender document cost exemption for contractors having NSIC/MSME certificate.

(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/ participation in BSNL tenders for one year from the date of issue of such order.

3. Mode of Deposit: The EMD shall be accepted only in the form of Account payee demand draft in the name of Accounts Officer (Cash), BSNL O/o PGMTD,Sangareddy as mentioned in the bid document/ NIT.

4a. Refund of EMD : EMD of unsuccessful bidders shall be refunded on finalization of contract. The EMD is a non - interest bearing deposit. The EMD of successful bidders shall be automatically converted into security deposit (Part) on acceptance of the bid and successful bidder entering into agreement.

4b. EMD will be returned on finalizing of the contract provided the bidders have paid 10% of work order as SD through DD or Bank Guarantee to the quantity of work awarded or 25% of SD paid to the work awarded in the form of DD/ BG and the balance 75 % of SD to be recovered from the running bills @ 10% from each bill till the total SD of 10% is recovered.

5. Forfeiture of EMD: If the bidder withdraws his tender during the tender finalization period or makes any modifications in the terms & conditions of the tender, before acceptance of the tender, which are not acceptable to the department, the department shall without prejudice to any other right or remedy be at liberty to forfeit entire amount of the EMD absolutely.

CLAUSE 2: SECURITY DEPOSIT :

A) The contractor whose tender is accepted shall pay within 14 (Fourteen) days on receipt of the letter of acceptance, an amount of 10% of the work awarded, as Security Deposit based on the work allotment against the multiple bidder system of selected contractors . The Security deposit is to be in the form of DD drawn in favour of " A.O. cash, BSNL O/o PGMTD, Sangareddy . The S.D. can also be submitted in the form of Bank Guarantee valid upto 1 (ONE) year and 6 (SIX) Months from the date of commencement of the agreement. The EMD submitted by the tenderer will be converted to be part of the S.D. The Bank Guarantee shall be kept extended and valid upto the appropriate date in case of extension of the contract. **Whenever additional +25% work is awarded to the contractor beyond tender value, the contractor have to pay 10% of cost of additional work allotted to him as Security Deposit.**

B) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor the Engineer in charge or the BSNL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose of aforesaid, the Engineer incharge or the BSNL shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.

C) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-charge or BSNL will be kept withheld or retained as such by the Engineer-in-charge or BSNL till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor..

D) Any sum of money due and payable to the contractor (including the security deposit returnable to him under the contract)may be withheld or retained by way of lien by the Engineer-in-charge or the BSNL or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or BSNL or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with Engineer-in-charge or the BSNL or with such other person or persons.

E) Material security will be obtained from the contractors in the form of Bank Guarantee for Rs. 1,00,000/- (Rs. One Lakh only) valid upto 1 (ONE) year and 6(SIX) months. The Bank guarantee shall be kept extended and valid upto the appropriate date in case of extension of the period of contract.

F) Lowest approved bidder should enter into agreement within 20 days of issue of awarding letter failing which tender will be cancelled and EMD of the bidder will be forfeited. In case of bidders holding NSIC/MSME certificate shall be banned for one year for participating in any of the tenders of BSNL.

CLAUSE 3

(A) : <u>PENALTY FOR DELAY IN COMPLETION</u> : The time allowed for completion of the work as entered in the work order shall be strictly adhered to by the contractor and shall be deemed to be the most important aspect of the contract and shall be reckoned from the day after receipt of the work order. The contractor(s) shall pay as penalty an amount equal to 2%(two) of the cost of the work ordered(as per work order) for every one week delay or part thereof in completion of the work, provided that the entire amount of penalty to be paid under this clause shall not exceed 10% of the total cost of the work order. If the work is not completed within two weeks from the date of accepting the work order, the tender awarded is liable to be cancelled.

(B) : **<u>Termination for default</u>**: The BSNL may, without prejudice to any other remedy for breach of contract, by return notice of default, sent to the contractor, terminate this contract in whole or in part

i). If the contractor fails to carryout any work assigned within the time prescribed in work order or any extension thereof granted by the field officer BSNL.

ii). If the contractor fails to perform any other obligation(s) under the contract; and does not remedy its failure with in a period of 15 days (such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.

CLAUSE 4 :

The P.G.M. Telecom District MEDAK without prejudice to his rights against the contractor in

respect of any delay or inferior workmanship or otherwise or to any claim for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and in writing absolutely determine the contract in any of the following cases.

i) If the contractor having been given by the P.G.M. Telecom District, MEDAK, or his authorized officer a notice in writing for a period of seven days to rectify, reconstruct or replace any defective work or that the work is being performed in any insufficient or otherwise improper way or shall delay or suspend the execution of the work or in the judgment of the P.G.M. Telecom District, MEDAK which shall be final and binding, he will be unable to secure completion of the work by the date for completion of or he has already failed to complete the work by that date.

ii). If the contractor commits breach of any of the terms and conditions of this contract. when the contractor has made himself liable for action under any of the cases aforesaid. The P.G.M., MEDAK SSA, on behalf of the BSNL, shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or recession notice in writing to the contractor shall be conclusive evidence).Upon such determination or recession the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.

b) To employ labour paid by the P.G.M., MEDAK SSA and to supply materials to carryout the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials and crediting with the value of the work done in all respects in the same manner and terms of the contract. The assessment of cost and amounts as certified by the P.G.M., MEDAK SSA will be final and conclusive against the contractor. if the expenses incurred by the BSNL are less than amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

c) To measure up the work of the contractor and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him, of which excess, the certificate in writing of the P.G.M. MEDAK SSA, shall be final and conclusive shall be borne and paid by the original contractor, and may be deducted from any money due to him by the BSNL, under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof / a sufficient part thereof as the case may be.

d) In the event of any one or more of the above courses being adopted by the P.G.M. MEDAK SSA, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any performance contracts. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to or actually performed under this contract unless and until the P.G.M., MEDAK SSA, has certified in writing the performance of such work and the value payable in respect thereof and he shall be only entitled to be paid the value so certified.

e) Without prejudice to any of the rights or remedies under the tender conditions and contract if the contractor dies the BSNL shall have the option of terminating the contract without any compensation to the contractor.

CLAUSE 5:

All materials required for the work other than those supplied by the BSNL, shall be supplied by the contractor. All the materials used in the work shall be in accordance with specifications and shall be approved by the Engineer-in-charge. Approved samples shall be kept in the custody of the Engineer-in-charge till completion of work. The BSNL materials shall be supplied at the BSNL Stores. The Shahbad stones should be 2.54 cm thick rectangular in shape. They should be smooth and homogeneous in shape and size. The G.I. pipes should be of B class with couplings as per I.S.I. specification.

The RCC pipes full round and half round should be of very good quality machine made smooth finishing both inside and outside and should not crack if dropped from a height of 3 meters. The cost includes transportation to the work spot at the cost of the contractor. Both full round and half round RCC pipes should not have protruding wires either inside or out side in which case they will be rejected by the BSNL. RCC pipes which are not in full length 2 meters in case of full round and 1 meter in case of half round pipes will be rejected by the BSNL.

CLAUSE 6: Liability of the contractor in case of bad work before the observation period is completed.

If it shall appear to the P.G.M. MEDAK SSA or his authorized sub-ordinates in-charge of the works, that any work has been executed with unsound and imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the works are unsound or of a quality inferior to that contract or otherwise not in accordance with the contract, the contractor shall on demand in writing, which shall be made within one month of the completion of the work, from P.G.M., MEDAK SSA , or his authorized subordinate in-charge of the works specifying the work materials or articles complained or not withstanding that of the same may have been passed certified and paid for, forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require or as the same may be, and remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper care and cost, and in the event of his failing to do so within a period to be specified by the P.G.M., MEDAK SSA or his subordinate authority in his demand aforesaid, then the contractor shall be liable to pay compensation at 1% on the estimated cost (Restricted to 10%) put to tender for every day not exceeding 10 days while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove and re execute the work at the risk and expenses in all respects of the contractor, without prejudice to any other remedy available to the BSNL.

CLAUSE 7 : GHMC/NHAI/R&B/MUNICIPALITIES/PANCHAYAT PERMISSION ETC..

Obtaining permission from the local authorities for laying of cables as a part of contractors responsibility.

The contractor on receiving the work order with route details should prepare an application in the prescribed proforma and submit to the concerned local authority for permission to dig in MEDAK SSA. Completed applications to be submitted to the concerned local authorities for permission. Further liaison with the local authority and to clarify points., if any, in consultation with the work order issuing authority/Site Engineer.

The Demand Note as raised by the local authority to be submitted by the contractor to the work order issuing authority for making payment. The payment will be made at the earliest. BSNL will pursue with local authority in case of policy issue regarding permission. In the event of delay in obtaining permission due to any reason attributable to local authorities, the same is to be intimated in writing to work order issuing authority.

CLAUSE 8 : ARBITRATION

i) In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the C.G.M.T. BSNL Telangana .Telecom circle or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the C.G.M.T. BSNL, Telangana. Telecom Circle or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the C.G.M.T., BSNL Telangana Telecom Circle or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the C.G.M.T or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is BSNL employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL employee

he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever such C.G.M.T. or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

ii) The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, and Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

iii) The venue of the arbitration proceeding shall be the office of C.G.M.T BSNL at Hyderabad or such other places as the arbitrator may decide.

CLAUSE 9 :

MEASUREMENTS & PAYMENTS FOR WORKS: The measurements are taken for the portion of the work carried out as per the specifications, instructions, of the Engineer-in-Charge after the same is certified by the authorized Acceptance and Testing authority.

Wherever PIJF Cable Mtce. works are done by concerned SDE for 500m or above in emergency conditions, these Cables got to be Acceptance Tested by the SDE of the neighboring area as nominated by the concerned Area Manager.

If the depth is less than the standard schedule, payment will be made proportionately. The JTO/SDE should submit a bill for every work completed by the contractor duly passed by A.G.M. concerned as per the work order issued. The contractor shall be present at the site for measurements. If he fails to attend, the measurements recorded by the official of the BSNL shall be binding on him.

Upon completion of the work as per the work order and after taking the measurements as well as after acceptance testing as explained above, the machine numbered bill should be preferred in triplicate in the format shown in Annexure-VIII and submitted to concerned Engineer in charge. The said machine numbered bill in the format given as Annexure VIII in triplicate is to be submitted within 2 months from the date of completion of the work.

CLAUSE 10 :

a) The P.G.M. MEDAK SSA, or his authorized officer shall have full powers to order removal from the premises materials which in his opinion are not in accordance with the specifications and in case of default, the P.G.M., MEDAK SSA or his authorized officers shall be at liberty to employ other persons to remove them without being answerable or accountable for loss or damage that may happen or arise to such materials. The P.G.M. MEDAK SSA, or officers authorized by him shall have full powers to acquire proper other materials to be supplied and all costs, if such removal or substitution are to be borne by the contractor. Apart from this a penalty may also is liable to be imposed for delay or default in the execution of the work.

b) The contractor shall treat all materials obtained during dismantling of the structure or execution of the site for work etc. as BSNL property and such materials shall be disposed off to the best advantage of the BSNL according to the instructions in writing issued by the P.G.M. MEDAK SSA, or his authorized officer.

CLAUSE 11 :

No additional charge for preparation of plans, designs in connection with the work will in any circumstances be accepted by the BSNL.

CLAUSE 12 :

a) BSNL is not liable for additional works carried out without previous sanction. BSNL will not be liable for any additional works which have not been provided for in the work order but carried out by the contractor without the previous written sanction Engineer-in-Charge.

b) Alteration in the design or drawing or specification : Rate to be settled for extra item of work. In case the P.G.M., MEDAK SSA or his authorized officer makes any alterations in the original design drawings or specifications that may be considered necessary during the progress of the work, the contractor shall be bound to carry them out. Should any of the work outside the schedule of rates be required to be done the rate must be settled in writing before such works is executed. The rates are based on the rates mentioned in the contract or schedule of rates or similar works.

CLAUSE 13 : WORKS TO BE OPEN FOR INSPECTIONS:

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the P.G.M., MEDAK SSA and his authorized sub-ordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intimation of the P.G.M., MEDAK SSA or his subordinates to visit the works shall have been given to the contractor, the contractor either he himself be present to receiving the orders, and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have same force as if they had been given to the contractor himself. The BSNL cannot be held responsible for any loss or damage to the materials collected at the work site by the party nor can be called upon to pay compensation thereof. The P.G.M., MEDAK SSA or his authorized officer has right to order for removal of bad unsound, imperfect or unskilled work and to reconstruct or re-erect without any extra cost to the BSNL.

CLAUSE 14:

If any contractor or his people shall break. deface, injure, or destroy any of the building, road, fence, enclosure, water pipe, cable drains, electric or telephone post, wires, or grass, land etc. during which the work of any part of it is to be executed or any damage is caused in the work, which is in progress from any part, from whatever or any imperfection became apparent within six months after the certified date to final or their of its completion shall have been given to the Officer-in charge or before the security deposits refunded, the contractor shall make good the same at his own expenses or in default, the P.G.M., H.T.D. or his authorized officer may cause the same to be made good by the other workmen and deduct expenses any such, that may be due or then, or at any time there after became due to the contractor or from his deposits. If any other payment is noticed after payment of the bills before the security amount is refunded, the same will be recovered from the outstanding security amount.

CLAUSE 15:

a) Contract is not to be sublet : The contract shall not be assigned or sublet without the written permission of the P.G.M., MEDAK SSA. If the contractor shall assign or sublet this contract or attempt to do so or becomes insolvent or commence any insolvency proceeding, or make any proposition with his creditors so to do. If any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractors, or any of his servants or agents to any of the public officers or persons in the employment of the BSNL in any way relating to his office, or employment of , if any such officer or such persons shall become in any way directly or indirectly interested in the contract, the P.G.M., MEDAK SSA on behalf of the BSNL, there upon by a notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited.

b) Where the contractor is a partner ship firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall like wise be

obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby under taken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause 23(a) hereof consequences shall ensure as provided in the said clause 23(a).

CLAUSE 16:

The works to be carried out i.e. cable laying, jointing of U/G cables, termination of pairs in MDF/Pillar/DP by the contractors should be neat and according to the standard specifications of the BSNL or the CPWD specifications in force from time to time or any other printed publications of the Central Government specification referred to elsewhere in the contract.

CLAUSE 17: LABOUR WELFARE:

1. In every case in which by virtue of the provisions, of the contract labour (Regulation and Abolition Act 1970 and OF THE CONTRACT LABOUR (REGULATIONS AND ABOLITION) / Central Rules 1971. BSNL is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under clause 19 to 19j and 20 of PWD-8 or under the C.P.W.D. contractors labour regulations, or under the rules framed by the BSNL from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. contractors BSNL will recover from the contractor the amount of wages so paid or the rights of expenditure so incurred; and without PREJUDICE TO THE RIGHTS OF THE BSNL under section 20, sub-section (2) and section 21, sub-section (4) of the contract labour (Regulation and abolition) Act 1970, BSNL shall be at liberty to recover such amount or any part thereof by deduction it from the security deposit or from any sum due by BSNL to the contractor whether under his agreement or otherwise BSNL shall not be bound to contest any claim made against it under section 20 sub-section (I) and section 21, sub-section (4) of the said Act except on the written request for the contractor and upon h is giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.

2). The contractor shall obtain a valid license under the contract labour (R&A) Act 1970 and the contract labour (Regulation & Abolition) central Rules 1971 before the commencement of the work, and continue to have valid license until the completion of the work. (Registration of ESI,EPF for the workers under his control.)

3). The contractor comply with the provisions of the

" The Building & other Construction Workers (Regulation of Employment & condition of service) Act, 1996 and the " The Building and other Construction Workers Welfare Cess Act, 1996" amended from time to time and rules framed there under. The contractor shall comply with the provisions of the "The Building and other Construction Workers (Regulation of Employment & condition of service) rules 1998" amended from time to time. The BSNL at the time of making any payment to the contractor for the work done and measured under the contract shall deduct such sum at the rate, as prescribed in The Building and other Construction Workers Welfare Cess Rules as applicable in the state of A.P. where the work is situated, of gross value of the work done from each running bill and final bill. Such deduction shall be transferred to the State Workers Welfare Board by the Engineer-in-charge, as Principal Employer, shall continue to monitor the rigorous implementation of the act rules during the currency of the contract.

The contractor shall register himself under "The Building and other Construction Workers (Regulation of Employment & condition of service) Act, 1996" & The Building and other Construction Workers (Regulation of Employment & condition of service) rules 1998" and the "The Building and other Construction Workers Welfare Cess Act, 1996" and "The Building and other Construction Workers Welfare Cess Rules". The deduction of cess @ 1% is obligatory under the Central Act as a labour welfare measure.

4) Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of

the resultant non-execution of the work.

5) No labour below the age of eighteen years shall be employed on the work.

a) FAIR WAGES:

1. The contractor shall pay to labour employed by him either directly or through sub-contract wages not less than fair wages as defined in the C.P.WD. contractor labour Regulations or as per the provision of the contract labour (R&A) regulations and abolition Act 1970 and the contract labour (R&A) central 1971, wherever applicable.

2. The contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged his sub-contractors in connection with said works, as if the labour had been immediately employed by him.

3. In respect of all labour directly or indirectly employed in the works for performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with the central public work department contractor labour regulations made by the BSNL from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made maintenance of wages books, or wage slips, publications of scale or wage and other terms of employment inspection and submission of periodical returns and full other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Central Rule 1970 and the contract regulations (R&A) central rules 1971, wherever applicable.

4. The Asst. General Manager or his subordinate officer concerned shall have the right or deduct from the money due to the contractor any sum required or estimated to be required for making good the loss offered by a worker or workers by reasons of non fulfillment of the conditions of the contract for the benefit of the works, non-payment of the wages of deductions made from his or their wages are not justified by their terms if the contract or non-observance of the regulations.

5. The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages 1948, Employees Liability Act 1938, Workmen's Compensations Act 1923 Industrial Dispute Act 1947, Maternity Benefits Act 1961, and the Contractors Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and their rules made there under from time to time.

6. The contractor shall indemnify BSNL against payment to be made under and for the observance of the laws aforesaid and C.P.W.D. contractor labour regulations without prejudice to his right to claim indemnify from his sub-contractors.

7. The regulations aforesaid shall be deemed to be apart of his contract and any breach shall be deemed to be a breach of this contract.

b) OTHER LABOUR WELFARE MEASURES:

1) The contractor shall implement the labour welfare measures enunciated in clause19C, 19D, 19E, 19G, 19H, 19L and 19J of the conditions contract in the P.W.D.-8.

2) The contractor shall also follow the safety method enunciated in C.P.W.D. safety code.

3) The contractor shall comply with all the provisions of the minimum wages Act 1948, Contract Labour(R&A) Act 1970 and rules framed and other labour laws affecting contract labour then may be brought into force from time to time.

CLAUSE 18 : SAFETY PRECAUTIONS:

Like putting sign boards, warning red lamps in the nights and guarding at unfilled trenches, putting bridging planks near the houses taking care not to damage either BSNL cable, materials, cable pipes, other constructions of other utility services, must be taken by the contractor. He will be liable for compensating the damages so caused to BSNL, Public or private property. Contractors will be solely responsible for all the strains and he should make his own arrangements for making proper arrangements to watch them.

The contractor should take all precautionary measures which include digging the trenches nearer to power cable. The BSNL will not be responsible for any accidents that may arise either directly or indirectly on account of cable laying operations including electrification accidents due to power cables covered in the

earth etc. Any compensation payable during the execution under the workman's compensation act or any other act will be the liability of the contractor and the BSNL will not reimburse any portion of it in any way.

CLAUSE 19 :

a) BSNL will not be responsible for any loss in carrying out the contract and will not reimburse the party such things

b) Under any circumstances whatsoever shall any claims for any compensation from the BSNL on any account be considered unless the contractor shall have submitted a claim in writing within one month from the date of final payment for the work.

CLAUSE 20:

a) GST registration number of the bidder and BSNL are mandatory on the invoice. The bidder has to accept debit/credit note as the case may be. Invoices are to be uploaded to GSTN without time delay.

b) The contractor/bidder should pay the GST to the concerned authorities from time to time and the returns to be filed without fail. In case of non uploading of invoices and/or non filing the returns, interest will be recovered from the subsequent bills and/or security deposit.

c) Contractor will have to make his own arrangements for tools and equipments required for the work and the department will not supply any tools and equipments unless otherwise specified.

d) The contractor will have to work according to programme of work decided by the Engineer-in-Charge and execute accordingly.

e) The contractor shall consult the Engineer-in-charge in writing regarding collection and stacking of material in any place other than those approved by the Engineer-in-charge.

f) No compensation shall be payable to the contractor for any damage caused by rains, windstorm or floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail out rain water collected during execution of the work from the excavated trenches, at his own cost. Nothing extra will be payable on this account.

g) The contractor shall clean the site, thoroughly, of all rubbish etc left out of his materials on completion of the work and roughly dress up the site around the building/line to the satisfaction of the Engineer-in-charge.

h) All statutory obligations under GST act like timely payment of GST amount on raising invoice, uploading of Tax Invoices, filing of GST returns etc are mandatory on the part of the bidder. Any deviation in compliance of GST related issues will be viewed seriously and financial loss to BSNL due to non compliance of such GST obligations, if any will be recovered from the bidder without any correspondence. Hence, bidder may ensure that they are duly completed with all the requirements as by the GST Act.

i) The income tax, works contract tax (WCT) and Building and other construction workers welfare Cess and other levies as applicable will be deducted at source at the time of paying the bills.

CLAUSE 21: All measurements may be taken in metric system only.

CLAUSE 22: No secured advances will be allowed for contractor on any material.

CLAUSE 23: OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT OF

CONTRACTOR):

a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case the contractor shall be entitled to payment for the work done upto the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work. Exclusive of purchase and / or hire of material, machinery and other equipment for use in or in respect of his work.

b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors materials machinery and equipments and hand over as BSNL may direct.

c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the contract.

CLAUSE 24 :

The cable and other materials supplied to the contractor shall remain the absolute property of the BSNL and shall not be removed from the site of the work and shall be at all times, open to inspection. Cable and other materials remaining unused at the time of completion of the works shall be returned to the Engineer-in-charge to the place and time as directed by him. The contractor shall in no case be entitled to any compensation or damages on account of delay in supply of cable and he is bound to execute so much of work proportionate to the quantity of the cable supplied to him as per time schedule. He should make arrangements at his cost to protect the cable, other materials made over to him till return of unutilized cable to the Engineer-in-charge, other wise the cost of such store material not returned along with prescribed Over Head charges will be recovered from the tenderer.

CLAUSE 25:

Should a tenderer find discrepancy in or omission from the drawing or any of the tender forms or should have any doubt as to their meanings, he should at once notify the authority inviting tenders, who may send a written instruction to all tenderers. It should be understood that every endeavor has been made to avoid any error which can materially effect the basis or the tender, and the successful tenderer shall take up himself and provide for the risk or any error which any subsequently be discovered and shall make no subsequent claim on account thereof.

CLAUSE 26:

In case of failure, to complete the work within the stipulated period, a grace period of 2 weeks will be allowed subject to a penalty of 2% as specified in Clause-3a above. After 2 weeks, if the work remains incomplete the contract can be terminated at the discretion of P.G.M. without giving any further notice and the cost of penalty will be deducted either in the bill or security deposit.

CLAUSE 27: DE-WATERING:

The contractor shall be responsible for all necessary arrangements to remove or pump out water from the trench. The contractor should survey the soil condition encountering the section for which he is tendering and make the assessment of his own about de-watering arrangements that may be necessary. No extra payment shall be admissible for this and the tendered rate may take care of this aspect also.

CLAUSE 28: DOCUMENTATION:

Work is to be completed and final bill with documentation should be preferred by the contractor within a period of two months from the date of completion of work order and the engineer in charge has to make over the documents to concerned maintenance wing, failing which the bill will not be accepted. A copy of the making over / taking over is to be attached to the bill.

CLAUSE 29:

The EMD paid by the unsuccessful tenderer will be refunded only after finalization of the tender process. The security deposit of the successful tenderer will be released only after six months on completion of work entrusted in that particular area. No interest is admissible on the EMD or Security Deposit paid by the tenderer. .

CLAUSE 30:

The cable to be laid by attending cable faults in the area as per the NIT. The quantum of work is likely to vary and the tenderers will not have any claim what so ever in any manner based on this figure.

Section- 4 Part C
E-tendering Instructions to Bidders

1. General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (https://etenders.gov.in/eprocure/app) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, and Government of India.

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

Instructions

I. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time)

II **Broad outline of activities from Bidders Perspective:**

1. (a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / MTNL Trust line / Safe Script / TCS / ACE Technologies etc.

(a) "Declaration of UAM (Udyog Adhar Memorandum Number) by MSE bidders on CPPP is mandatory. If the MSME bidders who fail to submit UAM number on CPPP portal, shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order, 2012 issued by MSME".

2. Bidder then logs into the portal giving user id / password chosen during enrollment.

3. The e-token that is registered should be used by the bidder and should not be misused by others.

4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

5. The Bidders can update well in advance, the documents such as certificates, Work order details etc. under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents

6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.

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

8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.**

15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

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

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the e-procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

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

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

26. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below: -

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

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

- Submission of Bid Security / Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents / Addendum / Addenda
- Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – "Complete".

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

28. Offline Submissions:

The Bidder is requested to submit the following documents offline to, AGM(NWP) O/o PGMTD,Sangareddy on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy).
2. DD / Bankers cheque for Tender Fee drawn in favour of AO(Cash), BSNL, O/o PGMTD,SANGAREDDY
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.
4. In case MSME/NSIC bidders, Valid MSME/NSIC certificate to be submitted.

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

29. In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

30. Special Note on Security of Bids

I. Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP 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.

II. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

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

III. Online Tender Opening Event (TOE) and Advantages:

The bidders will be able to see the status of the tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail.

Bidders will be able to view all the Technical bids for a particular tender on completion of Process-I (uploading Technical Evaluation summary in the portal). Similarly, Financial Bids can be viewed on completion of Process-II (uploading of Financial Evaluation Summary in the portal).

For the bidders who have registered themselves on the website through the "Stay Updated" option, information of all the tenders for which they are interested to participate will be sent by E-Mail

Help Desk Nos of CPP Portal:

24x7 Toll Free Telephone No. 1800 3070 2232 Mob: 07878007972 / 73

Email ID: cppp-nic@nic.in (Please Mark CC: support-nic@ncode.in)

BSNL Contact-1	
BSNL's Contact Person	AGM(NWP)
Telephone& Mobile	9490134400
E-mail ID	jsrilaxmi@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	SDE(PLG)
Telephone & Mobile	9441244244
E-mail ID	sdeplngsgd@gmail.com

Note 1: In case of internet related problem at 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).

Note 2: MSE bidders should declare their UAM No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

Note 3: Bidder must ensure that after following above the status of bid submission must become – "Complete".

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files / folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or

hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

IV. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (https://www.etenders.gov.in) , and check on "Help for Contractors" and "the Bidders Manual Kit". The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP
3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP
4. Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet time out, break down, etc.) While the first three instructions mentioned above are especially relevant to first- time users of CPPP, the fourth instruction relevant at all times.

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

V. 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

VI. 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. Download price schedule / BOQ Section-9 Part B (for Indigenous Item) in XLS format.

2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.

3. BOQ Section - 9 Part B 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.

4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

4d. SPECIFICATION OF THE PIJF CABLE LAYING WORKS:

1. Handling of cable drum should be done very carefully keeping safety of the drums, personnel and any other public property in view, by means of suitable appliances and safety banners etc.

2. Underground cables, jointing materials, rope for pulling cables in duct etc. will be supplied to the contractor at BSNL stores. The excess material should be made over to the S.D.E. in charge of the work.

3. Digging of the trench should be done as per the markings given by the BSNL. The depth of the trench should be 110 cms and the trench should be covered by soft soil bedding to the height of 15 cms. After laying the cable it should be covered with soft earth to a height of 8 Cms. over which shah bad stone or RCC Troughs should be laid. The trench should be reinstated to a crown of 15 Cms. with tapering towards its sides. Where it is not possible to trench as much depth as indicated for some valid reasons as approved by the P.G.M. MEDAK SSA payment will be made as mentioned below.

Depth between	**Rate applicable as % of approved rates**
90 Cms to 99 Cms	Proportionate of approved rates
80 Cms to 89 Cms	75 % of approved rates
70 Cms to 79 Cms	65% of approved rates
60 Cms to 69 Cms	50% of approved rates

Depth below 60 cms will not be allowed/accepted.

For digging extra depth on specific instructions and reinstatement, additional charges will be calculated proportionately. For every five meters, the depth will be measured and the least will be taken as the correct depth for that unit. If both the edges are having different levels, the least will be taken as correct level.

4. The damages will be borne by the contractor while digging the trenches, if any damages are caused to the municipality pipes or property belonging to private parties, or to the existing BSNL cables. The damages should be intimated immediately to the P.G.M. MEDAK SSA. The BSNL does not own any responsibility for such damages.

5. Cables should be laid without any damage to them by using cable rollers in the manner as approved by the officer incharge as per specification. If more than one cable is to be laid in the same trench they should be laid 5 cms. Apart from each other and the payment will be paid proportionately of the trench. (**see the classification of trench).**

6. Half round, Full round R.C.C. pipes and G.I. Pipes specified by the BSNL are to be supplied by the contractor for drawing cable and single pipe lengthwise over the cable as directed by the Engineer-In-Charge.

7. Permission for digging of trenches will be obtained from municipal and other authorities by the contractor on behalf of BSNL.

8. No accommodation will generally be provided.

1. LOCATION AND ALIGNMENT OF THE TRENCH

1.1 Excavation of trench includes cutting of tree roots of other obstructions like boulders, removal

of bushes, wetting the trench with water etc. for which no additional payment will be made.

1.2 The alignment of the trench will be decided by the responsible Department official not below the rank of a junior Telecom Officer, while marking the alignment, only the centre line will be marked and given and the contractor shall set out all other work to ensure that the excavated trench is straight as possible. The contractor shall provide efficient staff for the purpose of the marking and the contractor shall solely be responsible for the accuracy of such setting out. No deviation from the alignment is operated except with the consent of site in charge officer.

1.3 The contractor shall clear, prepare and grade the right way to facilitate the marking of the alignment of the trench, the contractor shall remove all bushes, undergrowth stumps, rocks and other obstacles to facilitate marking the centre line. It is to be ensured that minimum amount of bushes and shrubs shall be removed to clear the way and the contractor shall give all consideration to the preservation of trees within the right way

1.4 The contractor at his own cost should provide necessary barricades, night lamps, warning boards and post required watchman of prevent any accident to pedestrians or vehicles etc, while blasting rocks he shall ensure adequate safety by cautioning the vehicular and other traffic. He shall employ sufficient manpower for this with caution boards, flags etc.

2. TRENCHING:

2.1 The contractor shall dig the trench to the depth specified. 'Trenching shall as far as possible be kept ahead of the laying of pipes. Contractor shall exercise due care that the soil form the trenching intended to be used for back filling is not mixed with loose debris. Trenching shall be carried out in all sorts of soil. While trenching, the contractor should not damage any underground structure or pipeline/cables, slabs, culvert etc. In case of any damage to any underground structure or pipe lines or cables or culverts/slabs then the contractor should replace it at his own cost expenses, as directed by the owner of those damaged pipes / cables, culverts, slabs, etc.

3. DEWATERING / WETTING:

3.1. The contractor shall be responsible for all necessary arrangements to remove or pump out water in the trench. The contractor should survey the soil, condition encountered in the section for which he is tendering and make his own assessment about dewatering arrangements that may be necessary. No extra payment shall be admissible for this and the tendered rate may take care of this aspect, in the same way, wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done at his cost.

3.2. The contractor should provide sufficient width of the trench at all such places where it is likely to cave in due to soil conditions and for this no extra payment will be made. Any shuddering a probing done for this purpose shall be at his cost.

3.3. A minimum free clearance of 15 cms should be maintained above or below any existing underground metallic or non/metallic line or structure crossing the trenching. No extra payment will be made towards this.

4. METHOD OF EXCAVATION:

4.1. In city limits as well as in built up area, the contractor shall resort to use manual labour only to ensure that damage is not caused to pipes and structures or various other utility services like Telephone, power, sewerage or water supply etc, any mechanical excavation may cause damage to such installations.

4.2. However, along the Highway from cities and towns where it is certain after due care and verification that no other cable or pipe line may lie buried in the path of excavation, there shall be no objection to the contractor resorting to mechanical means of excavation subject to the approval of highway authorities / forest authorities and Engineer-in-charge

4.3. Normal width of the trench is 45 cms. at the top and 30 cms at the bottom, for making easy trenching through manual cutting and to avoid easy collapsing of side wall.

4.4. Water present in the trench at the time of laying the cable shall be pumped out by the contractor before laying the cable and ensure that no water gets into the cable during the process.

5. BACK FILLING AND DRESSING THE TRENCH

5.1 Provided that the pipe has been properly laid and jointed in the trench at the specified depth and the nylon rope has been pulled inside, the back filling operations shall follow as closely as practicable. The back filling operation shall be performed in such manner as to provide firm support under the above the pipe and to avoid bend or deformation of the pipe. When the pipe gets with the back filled earth where in any location the back filling is unevenly centered over the trench due to carelessness or any other cause it shall be retraced at the contractors expense. No debris is allowed in back fill at any time. Back filling should not be done in one stroke for the entire depth without ramming and consolidating. It should be done in layers of 20 cms. Watering if necessary and ramming before filling the next 20 cms. As normally complete consolidation does not take place immediately and certain amount of sinking takes place due to subsequent earth so that even after final consolidation there will not be formation of valleys. It should be borne in mind that whatever earth excavated should go back to the trench except big boulders and stones.

5.2. At locations where the back fill material contains hard colts, rock fragments and other hard materials which may cause injury to the pipe and where rock has been excavated from the trench and it is intended to refill the trench in whole or in part with such excavated rock or materials, the trench should be initially filled in order to prevent injury to the pipe from hard fragments, with not less than 10 cms of de rocked loose earth above the top of the pipe to be screened through a suitable mesh if so required and back filling thereafter be completed and finished with excavated materials.

5.3. The back fill shall be maintained by the contractor against washout settlement below original levels and rotting until final completion of the works and until reinstated to the original surface condition as acceptable to the Engineer-in-charge.

The finished earth material should have been used for back filling ultimately, taking suitable allowance for consolidation. More loose filling of earth up to the original surface is not enough, proper watering, ramming and consolidation to make the filled up earth as hard as possible is required. So that due to subsequent consolidation the filled up soil should not sink further causing void at the top of the trench. The decision of Engineer-in-charge as to the satisfaction of proper reinstatement of earth is final.

5.4 The top layer 10 cms of the road cutting is to be refilled with stone dust / query dust.

6. Classification of Trenches: - The trenches have been categorized based on its size required for laying different sizes and number of cables as under:

S.No.	Type of trench	**Trench size in cms** Width Top	Bottom	Depth above cable/ pipe	Required for
i	A	45	30	100	a. Single cable of any size or b. Laying any number of cables

- **The bottom width is mandatory.**
- **Where more than one cable is being laid in a trench there should be a gap of 5 cms. In between the cables. No cable should be laid one-over the other.**

7). After completing maintenance works, the old recovered cable if available is to be handed over to the concerned In-charge Engineer in order to reuse on scarp.

8). The cable which is not at proper depth due to road widening works etc., are to be lowered to meet the specifications.

9). In cables are to be shifted as per the instructions of In-charge Engineer and to be laid as per the specifications.

ANNEXURE-I

Proforma of Experience Certificate for PIJF Cable laying/maintenance works carried out during the last 5 financial years from 2014-15 onwards. (Year Wise)

S.No	Total No. Of KMs PIJF Cable Laid	Year
		2014-15
		2015-16
		2016-17
		2017-18
		2018-19

Signature of the bidder

ANNEXURE-II

NAME OF THE CONTRACTOR:
YEAR:

Proforma of Experience Certificate for O.F.Cable laying works carried out during the last 5 financial years from 2014-15 onwards. (Year Wise)

S.No	Total KMs of HDPE/PLB PIPE laid (in KMS) or Overhead OF Cable laid	Total KMs of O.F cable laid	Year
			2014-15
			2015-16
			2016-17
			2017-18
			2018-19

Note: 1.The experience certificate should be signed by an Officer of concerned organization not below the rank of DGM/SE/Dy. STE/ Sr. Manager and above in private Telecom. & PSU.

Signature of the bidder

ANNEXURE-III

Proforma regarding near relatives working in BSNL

The near relatives of BSNL Employees are prohibited from participating in Tenders and execution of works in different units of BSNL. The near relatives for the purpose are defined as :

1) Members of a Hindu undivided family,
2) They are husband and wife,
3) The one is related to the other in the manner as father, mother, son(s), son's wife, (Daughter-in-law), Daughter (s) & Daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

As such, you are requested to give a certificate in the following proforma for taking further necessary action in the matter. The certificate is to be given by all the partners of the firms separately.

1) I, …….. …….. S/O…….. ……

r/o……..

Partner/ Proprietor of …….. (Agency Name)…….……...

hereby certify that none of my relative(s) is/are employed in BSNL unit.

ANNEXURE – IVA

PROFORMA REGARDING CERTIFICATE TO BE GIVEN BY INDIVIDUALS

I , Mr. Son of hereby declaring that I am an individual proprietary concern and do not have any proof of Registration as firms/partnership deed. Further I declare that I have registered for GST, EPF and Labour license as individual only.

Signature of bidder

ANNEXURE-IVB

UNDERTAKING

I _____(Name of the Signatory) representing _____(Firm Name) in the capacity of _____(Authorized Signatory/Partner/Managing Director etc.). The contractor (Successful Bidder) with Bharat Sanchar Nigam Limited (BSNL), Medak Telecom District to carry out _____(Nature of work) hereby undertake to comply with the following Labour Acts as ammended from time to time.

1. Contract Labour (Regulation & Abolition) Act, 1970.
2. Employee Provident Fund & Miscellaneous Provision Act, 1952.
3. Employee State Insurance Act, 1948.
4. The Building and other Construction workers welfare cess act, 1996.
5. All the provisions of Minimum Wages Act 1948, Contract Labour (R&A) Act and rules framed and other labour laws affecting man power that may be brought into force from time to time.
6. Any other relevant acts as ammended from time to time with respect to this contract

I hereby further undertake that the Principal Employer i.e. BSNL, MEDAK SSA will not be held responsible for the violation/omissions occurred with regard to the above mentioned Acts during carrying out the works as mentioned above.

Signature

FIRM

Stamp/Seal

Date:

Annexure –V

CERTIFICATE

"I/ We ……authorized signatory hereby declare that the tender document submitted has been down loaded from the web site http://telanagana.bsnl.co.in and no additions / deletions / correction has been made in the proforma down loaded. Further if any modification in the tender schedule is noticed the bid may be rejected irrespective that whether the tender is under evaluation or awarding stage or awarded or at any stage, as per the decision of the PGM MEDAK SSA. The decision of the PGM MEDAK SSA is final and binding on both sides. The EMD or Security deposit paid by me can be forfeited. I also declare that I have enclosed a D.D. for Rs……. Drawn on AO(Cash), BSNL,O/o PGMTD,Sangareddy on bank (Name of the bank) towards the cost of tender document with this bid."

Signature of the bidder

Annexure –VI

SELF DECLARATION OF NON BLACKLIST

"I/ We ……authorized signatory hereby declare that I/ Our firm was not black listed /debarred by any organization as on date.

Signature of the bidder

SCHEDULE OF RATES (LABOUR PORTION FOR WHICH BIDDER HAS TO QUOTE HIS RATE IN %)

S.No	ITEM CODE	DESCRIPTION OF ITEM EXCAVATING TRENCHES OF 'A' TYPE (TOP 45 cm, BOTTOM 30cm AND DEPTH 110 cm)	Rate in Rs.
1		Including back filling, compacting(after laying the cable(s) and removing excess earth from site	
		IN NON SURFACED STRATA (Per Running Metre)	
	1A1	All kinds of soils	**101.27**
	1A1.2	Soil mixed of ordinary rock	**222.90**
	1A1.3	Hard rocky strata (requires blasting/chiselling)	**804.75**
	1A2	**IN SURFACED STRATA (Per Running Metre)**	
	1A2.1	**Footpaths**	
	1A21.1	Tarmac/Asphalt	**140.63**
	1A21.2	Kharanja	**122.64**
	1A21.3	Tiled	**168.13**
	1A21.4	Cement Concrete	**189.74**
	1A22	**Along roadside**	
	1A22.1	Tarmac (Average 20 cms thickness)	**160.37**
	1A22.2	Cement Concrete (Average 20 cms thickness)	**259.88**
	1A23	**Road Crossings**	
	1A23.1	Tarmac (Average 30 cms thickness)	**173.21**
	1A23.2	Cement Concrete (Average 30 cms thickness)	**272.73**
2	1RCH	**Road crossing through horizontal boring method and inserting 100/150 mm dia. G.I.PIPES . Per Metre.**	**2500.00**
3	IGIP	**Laying, Fixing of GI Pipes on bridges and culverts**	
	1GIP1	Up to 40mm dia. (Excluding material) per metre	**30.70**
	1GIP2	Above 40mm and up to 80mm dia. (Excluding material) per metre	**37.62**
	1GIP3	Above 80mm dia. (Excluding material) per metre	**44.54**
4	1RCC	**Laying, Fixing and sealing of full round RCC pipes on road crossings, per metre**	
	IRCC1	Up to 150mm Dia.	**53.14**
	1RCC2	Above 150mm and up to 225mm dia	**65.99**
	1RCC3	Above 225mm dia	**78.84**
		The clamps, sealing cement and other accessories required for sealing & clamping the pipes and PP rope will be supplied by the contractor.	
5	1PCC	Providing "CC" protection (1:2:4) at site per Cu.Metre by reinforcing with weld mesh (cost of weld mesh will be paid additionally where ever used)	**8181.74**

6	2PLT	**Pulling and laying of cables in trenches & pipes (Per Metre)**	
	2PLT1	10 to 50 pairs	**14.96**
	2PLT3	100/200 pairs	**17.86**
	2PLT4	400 pairs	**76.08**
	2PLT5	800 pairs	**106.25**
	2PLT6	1200 pairs and above.	**110.33**
7	1RLT	**Recovery of Old directly buried cables/pipes (Per Metre)**	
	1RLT1	10 to 50 pairs	**13.90**
	1RLT3	100/200 pairs	**16.32**
	1RLT4	400 pairs	**73.37**
	1RLT5	800 pairs	**98.09**
	1RLT6	1200 pairs & above	**100.13**
8	2PLD	**Pulling cables in ducts (Including pipe cleaning) Per Metre**	
	2PLD4	Up to 400 pairs	**103.42**
	2PLD5	800 pairs	**114.32**
	2PLD6	1200 pairs & above	**118.40**
9	2BLD	**Back pulling of cables from ducts (Per Metre)**	
	2BLD1	Up to 400 pairs	**99.07**
	2BLD2	800 pairs	**104.52**
	2BLD3	1200 pairs & above	**106.56**
10	3WPL	**Providing & Fixing Warning/Protection Layer**	
	3WPL1	Placing half round RCC pipes/stone slabs/ pre-cast RCC slabs Per Metre	**4.40**
	3WS1	Providing and laying longitudinal Bricks Per Metre	**28.73**
	3WBL1	Providing & Laying Transverse brick layer. per metre	**57.48**
		Bricks and Shabad stones shall be supplied by the contractor.	
11	4COPP	**Construction of plinth for pillar. The Dept. will supply only pillar shells. Other materials including G. I. Plates, Copper wire, Enamel paint, RCC material and water for curing required for the work shall be Arranged by the Conctractor**	
	4COPP1	For Pillars upto 1000 Pairs (Per Pillar)	**4334.61**
	4COPP2	For Pillars above 1000 pairs (Per Pillar)	**6912.70**
	4ERP	**Erection, painting & sign writing of pillars with lock and Key.**	
	4ERP1	For Pillars upto 1000 pairs (Per Pillar)	**1448.00**
	4ERP2	For Pillars above 1000 pairs (Per Pillar)	**1984.00**
	4PE	Pillar Earthing (Less than 2 ohms earth resistance)	**2000.00**
12	5DP	**Erection, Termination, Painting & Sign Writing of DPs(External DPs)**	
	5DPE1	10 Pairs (Per DP)	**983.84**
	5DPE2	20 pairs (Per DP)	**999.46**

	5DPN	**Erection, Termination, Painting & Sign Writing of DPs(Internal DPs)**	
	5DPN1	10 Pairs (Per DP)	**332.20**
	5DPN2	20/50Pairs & above (Per DP)	**371.25**
		Removal of posts and transporting to store depot.	
		The Dept. will supply only the post material, DP Boxes with modules. The contractor shall supply clamps & accessories and fixing tools. The contractor shall supply the enamel paint for sign writing of DPs. Providing DP Covers for 10Pair / 20Pair open DPs	
13	6TRM	**Termination of Cables on MDF & Pillars (Per Pair)**	
	6TRMM	Termination of cables on MDF (Per 100 Pairs)	**937.20**
	6TRMP	Termination of cables on Pillars (Per 100 Pairs)	**937.20**
14	7JC	**Jointing of cables (Straight & Branch Joints) and end to end testing. This includes digging of pits of 1Mx1Mx1M.**	
	7JC1&7JC2	10 Pairs & 20 Pairs (Per Joint) & 50 pairs (Per Joint)	**1909.91**
	7JC3	100 Pairs (Per Joint)	**2300.41**
	7JC4	200 Pairs (Per Joint)	**2690.91**
	7JC5	400 Pairs (Per Joint)	**3471.91**
	7JC6	Above 400 pairs (Additional per 100 pairs extra)	**390.50**
		The Dept. will supply only jointing kits & Modular connectors. The contractor shall arrange required tools and other miscellaneous.	
15	7JAT	**Teeing work, testing & removal of tee**	
	7JAT1	Teeing (Per Pair) including digging of trench of 3Mx3M to a depth of 1M	**20.12**
	7JAT2	Release of Tee (Per Pair) including digging of trench of 3Mx3M to a depth of 1M	**20.12**
		The Dept. will supply only jointing kits & Modular connectors. The contractor shall arrange required tools and other miscellaneous materials viz., PVC Sleeves, consumables etc.	
16	9DOC	**Documentation (6 copies of bound documents = 1Set) rate for each piller area**	
		The documentation should be done as per specification and scope defined in item 11 of section VII for all the works against a work order issued in accordance with the item 1.0 of Section VI.	**3500.00**
17	10Recv	Cost of empty cable drums (Fixed rate to be recovered from the contractor bill)	
	a	10 pair Cable Drums	**50.00**
	b	20 pair Cable Drums	**100.00**
	c	50 pair Cable Drums	**150.00**

	d	100 pair Cable Drums	**200.00**
	e	200 pair Cable Drums	**400.00**
	f	400 pair Cable Drums	**600.00**
	g	800 pair Cable Drums	**600.00**
	h	1200 pair Cable Drums & Above	**600.00**

TYPE B Trench			
		IN NON SURFACED STRATA (Per Running Metre)	
		All kinds of soils	**140.51**
		Hard rocky strata (requires blasting/chiselling)	**1125.37**
		IN SURFACED STRATA (Per Running Metre)	
		Footpaths	
		Tarmac/Asphalt	**192.02**
		Kharanja	**163.52**
		Tiled	**228.64**
		Cement Concrete	**257.54**
		Along roadside	
		Tarmac (Average 20 cms thickness)	**217.83**
		Cement Concrete (Average 20 cms thickness)	**350.17**
		Road Crossings	
		Tarmac (Average 30 cms thickness)	**230.68**
		Cement Concrete (Average 30 cms thickness)	**363.01**

TYPE C Trench			
		IN NON SURFACED STRATA (Per Running Metre)	
		All kinds of soils	**179.76**
		Hard rocky strata (requires blasting/chiselling)	**1445.98**
		IN SURFACED STRATA (Per Running Metre)	
		Footpaths	
		Tarmac/Asphalt	**243.41**
		Kharanja	**210.24**
		Tiled	**289.20**
		Cement Concrete	**325.29**
		Along roadside	
		Tarmac (Average 20 cms thickness)	**275.30**
		Cement Concrete (Average 20 cms thickness)	**440.57**
		Road Crossings	
		Tarmac (Average 30 cms thickness)	**288.15**
		Cement Concrete (Average 30 cms thickness)	**453.42**

TYPE D Trench			
		IN NON SURFACED STRATA (Per Running Metre)	
		All kinds of soils	**218.94**
		Hard rocky strata (requires blasting/chiselling)	**1766.60**
		IN SURFACED STRATA (Per Running Metre)	
		Footpaths	
		Tarmac/Asphalt	**294.74**
		Kharanja	**254.62**
		Tiled	**349.64**
		Cement Concrete	**393.03**
		Along roadside	
		Tarmac (Average 20 cms thickness)	**332.70**
		Cement Concrete (Average 20 cms thickness)	**530.86**
		Road Crossings	
		Tarmac (Average 30 cms thickness)	**345.55**
		Cement Concrete (Average 30 cms thickness)	**543.70**

CABLE DUCT MANHOLE Mtce			
		Removing, raising and refixing of existing prefabricated SFRC/Cast Iron manhole cover with frames of any size and shape	**2855.00**
		Dewatering the cable Duct manhole with required Heavy Duty Pump motor	**3110.80**
		Sealing of the cable duct way inside the manhole to arrest the leaking of water through the duct	
		(A) The duct way should be sealed through SYSPLUG-954	**827.70**
		(B) The proper grouting inside the duct should be done with the cement slurry mixed with SYSGROUT-654	**388.85**

MATERIAL RATES (INCLUSIVE OF TAXES) FIXED FOR PIJF CABLE WORKS IN MEDAK TELECOM DISTRICT

(FIXED RATES, THE BIDDER SHALL NOT QUOTE ANY % ON MATERIAL RATES)

ITEM	UNIT	RATE(Fixed) IN RS.
RCC HALF ROUND	4" DIA /1 METRE	55
RCC HALF ROUND	6" DIA / 1METRE	85
RCC FULL ROUND	4" DIA / 2 METRE	180
RCC FULL ROUND	6" DIA / 2 METRE	250
CUDDAPAH SLABS (per piece of 1foot)	6"X12"X1"(thickness)	12
COLLAR FOR FULL ROUND	4" DIA	25
COLLAR FOR FULL ROUND	6" DIA	33
G.I PIPE (B CLASS)As per ISI specification	1" DIA / METRE	170
G.I PIPE (B CLASS) As per ISI specification	2" DIA / METRE	290
Weld Mesh 50mmX100mm, 12SWG	Square meter	94
Transportation of materials from stores to site SMALL LORRY(500KG) FOR 5 KMs(Including loading & unloading)	RUPEES	750
SMALL LORRY More than 5Kms – every additional KM	RUPEES	50
Transportation of materials from stores to site MEDIUM LORRY(2TONNE) FOR 5 KMs (Including loading & unloading)	RUPEES	1500
MEDIUM LORRY More than 5Kms – every additional KM	RUPEES	100
Transportation of materials from stores to site LARGE LORRY(5TONNE) FOR 5 KMs (including loading & unloading)	RUPEES	2800
LARGE LORRY More than 5Kms – every additional KM	RUPEES	200

ANNEXURE – VIIA

FINANCIAL BID for PIJF Primary Cable Maintenance works

For Sangareddy Cluster of MEDAK SSA 2020-21

/We/,M/s…… quote……

Percentage (in words)……. above or equal to the schedule of rates, I am

willing to abide by the terms and conditions of tender document.

Tender No:	Tender Description	Percentage (% rate quote in Figures)	Percentage (% rate quote in words)
PGMTD/SGD/PLG /PIJF Primary Cables Mtce. Works /2020-21/1	E-tender for PIJF Primary Cable Maintenance Works in **Sangareddy** Cluster.		

Note : GST will be paid extra as applicable. The rate quoted should be inclusive of all taxes but exclusive of GST.

(In case there is discrepancy in figures and words in the rate quoted, the same shall be announced in the bid opening, but the rate quoted in words shall prevail).

Signature of the bidder

ANNEXURE – VIIB

FINANCIAL BID for PIJF Primary Cable Maintenance works

For Patancheru Cluster of MEDAK SSA 2020-21

/We/,M/s…… quote……

Percentage (in words)……. above or equal to the schedule of rates, I am

willing to abide by the terms and conditions of tender document.

Tender No:	Tender Description	Percentage (% rate quote in Figures)	Percentage (% rate quote in words)
PGMTD/SGD/PLG /PIJF Primary Cables Mtce. Works /2020-21/1	E-tender for PIJF Primary Cable Maintenance Works in Patancheru Cluster.		

Note : GST will be paid extra as applicable. The rate quoted should be inclusive of all taxes but exclusive of GST.

(In case there is discrepancy in figures and words in the rate quoted, the same shall be announced in the bid opening, but the rate quoted in words shall prevail).

Signature of the bidder

ANNEXURE – VII C

FINANCIAL BID for PIJF Primary Cable Maintenance works

For Siddipet Cluster of MEDAK SSA 2020-21

/We/,M/s…… quote……

Percentage (in words)……. above or equal to the schedule of rates, I am

willing to abide by the terms and conditions of tender document.

Tender No:	Tender Description	Percentage (% rate quote in Figures)	Percentage (% rate quote in words)
PGMTD/SGD/PLG /PIJF Primary Cables Mtce. Works /2020-21/1	E-tender for PIJF Primary Cable Maintenance Works in Siddipet Cluster.		

Note : GST will be paid extra as applicable. The rate quoted should be inclusive of all taxes but exclusive of GST.

(In case there is discrepancy in figures and words in the rate quoted, the same shall be announced in the bid opening, but the rate quoted in words shall prevail).

Signature of the bidder

ANNEXURE-VIII
BILL FORMAT

GSTIN TAX INVOICE		ERP Vendor Code:						
PAN		EPF No:						
Buyer To, PGM, MEDAK SSA, GSTIN: 36AABCB5576G1ZM, State Code: 36		Bill No: Date: Work Order No: Date: Measurement Book No: Scope of work: In Section: Date of Commencement: Date of Completion:						
S.No	Particulars	HSN/SAC Code	Depth	Qty	Rate	Amount	Tax Amt	G.Total
Amount in words:					Total Amount Before Tax: CGST SGST			
Bank Details:					Total GST Total Amount after Tax: Signature			

Signature of the bidder

Annexure -IX

The list of Clusterwise No. of exchanges.

1. **Sangareddy Cluster**

S.No.	Exchange Code	Exchange Name
1	SGDIIT	IIT HYDERABAD
2	SGDSGD	SANGAREDDY
3	SGDSKP	SAKARAMPET-I
4	SGDSSP	SADASIVAPETA
5	SGDZBD	ZAHEERABAD
6	SGDJOG	JOGIPET

2. **Patancheru Cluster**

S.No.	Exchange Code	Exchange Name
1	SGDASR	ASHOKNAGAR
2	SGDBLR	BOLLARAM
3	SGDEMM	YEDDUMAILARAM
4	SGDISR	ISNAPUR
5	SGDPCV	PATANCHERU

3.Siddipet Cluster

S.No.	Exchange Code	Exchange Name
1	SGDMEK	MEDAK
2	SGDSIP	SIDDIPET
3	SGDSIR	SIDDIPET RBM