



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER, BSNL, MEDAK BA
SANGAREDDY – 502001.
E-TENDER FOR OVERHEAD O.F. CABLE LAYING FOR CAPITAL WORKS IN SEMI-
URBAN /RURAL AREA OF MEDAK BA

E-TENDER No. GMBA/SGD /PLG/O H OFC /EB-LC/75 KMS /2022-23 Dated:

15/04/2023

MEDAK BA SEMI URBAN/RURAL AREA

**TENDER SCHEDULE FOR OVERHEAD O.F. CABLE LAYING FOR
CAPITAL WORKS IN SEMI URBAN/RURAL AREA OF MEDAK BA FOR
2022-2023**

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

S.No	Item Description	Page No
1	Notice inviting tender	4-5
2	Tender Information	6-7
3	General Information	8
4A	General Conditions	9-10
4B	Tender Conditions	11-22
4C	E-Tender Instructions to Bidder	23-28
4D	Specification of the OFC works	29-30
5	Proforma Certificate for Experience – Annexure I, II	31
6	Proforma regarding No Near Relative Certificate – Annexure III	32
7	Proforma regarding Individual Certificate – Annexure IVA	33
8	Proforma regarding Labour Undertaking – Annexure IVB	33
9	Certificate regarding downloading from Internet – Annexure V	34
10	Self Declaration of Non- Black Listing – Annexure VI	34
	FINANCIAL BID	
11	Schedule of Rates for OF Cable works and Percentage of rates to be quoted by the bidder- Annexure VII	35-37
12	Bill Format, Bid Form, Tenderers profile, Proforma of Agreements, PBG, and Indemnity Bond – Annexures VIII, IX, X, XI, XII, & XIII	38-48

If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

Assistant General Manager (PLG)

O/o GM BA Sangareddy.

mail id :sdeplngsgd@gmail.com contact no :- 9490000233



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

OFFICE OF THE GENERAL MANAGER, MEDAK BA,
BSNL, BALAJI NAGAR, SANGAREDDY – 502001.

TECHNICAL BID

TENDER SCHEDULE FOR O H. CABLE LAYING FOR CAPITAL WORKS IN MEDAK BA
SEMI URBAN/ RURAL AREA FOR 2022-23

E-TENDER No. **GMBA/SGD /PLG/O H OFC /EB-LC/75 KMS /2022-23 Dated: 15/04/2023**

MEDAK BA SEMIURBAN/RURAL AREA

CASH RECEIPT NO. : _____
DATE : _____
AMOUNT : Rs590/- (Rs.500/- + 90/- GST)
ISSUED TO : _____
: _____

A.G.M. (PLG)
% THE GENERALMANAGER
MEDAK TELECOM DISTRICT,
BSNL
BALAJI NAGAR
SANGAREDDY-502001

LETTER OF BIDDER TO BSNL

From

To,
The Asst. General Manager (PLG)
O/o GM, MEDAK BA,
SANGAREDDY-502001.

Sir,

Sub: - Submission of online e-tender as per the NIT uploaded in both the websites.
Dated _____ for the O/H OF Cable laying for 75kms Capital works in Semi urban/ rural area of Medak BA for the year 2022-23 /dated: 15-04-2023

- - -

As per the above-referred subject, I/We herewith submit my/our online Bid. The following documents are enclosed to the tender document.

1. DD for **Rs: 590/-** drawn favour of AO (Cash),BSNL O/o GM, Sangareddy from any Nationalized/scheduled bank towards the cost of tender document or MSME/NSIC Certificate.
2. EMD in the form of Demand Draft /Bankers Cheque drawn in favour of AO (Cash) , BSNL O/o GM, Sangareddy. DD for **Rs: 30,183/-** from a Nationalized/Scheduled Bank or MSME/NSIC Certificate.
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 or Annexure II.
5. EPF and ESI Proof (Self attested Xerox copy)
6. GST Registration. (Self attested Xerox Copy).
7. (a) Solvency Certificate for not less than Rs. 4 Lakhs from a Nationalized/Scheduled Bank, which shall not be older than six months from the date of NIT.
(b) Audited accounts for last two financial years signed by CA or Turnover Certificate for last two financial years for Rs 6 Lakhs per year issued by CA.
8. Declaration of No near relatives in BSNL as per the proforma in Annexure-III
9. 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)
10. Certification regarding down loading of application from internet (Annexure. V)
11. Self-attested copy of PAN CARD of the bidder/Firm.
12. Self-declaration stating that the firm / individual not blacklisted / debarred earlier as on date in annexure-VI.
13. Tender document downloaded, signed in all pages, scanned and uploaded along with Technical bid in the e-tenders.gov. in portal.
14. Any other documents required as per the conditions of tender document.

I/ We also intimate that in the tender, the Rate Quoted in % on Schedule of rates (words & figures) and % quoted in (+)/ABOVE, **on par with** OR (-)/BELOW 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. I/We abide by the conditions stipulated therein.

Thanking you,
Yours sincerely.

SECTION -1
NOTICE INVITING TENDER

1. Tenders are invited through **e - tendering process** by the General Manager MEDAK BA, BSNL., Balaji nagar, Sangareddy – 502001 from the eligible contractors for Laying of O/H O.F. Cable for 75 Kms and for executing allied Works for an estimated cost of **Rs: 12,07,321/-** (Rupees Twelve lakhs Seven thousand Three Hundred and twenty One only) excluding GST in Semi Urban/Rural Area of MEDAK BA

2. **Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website <https://etenders.gov.in/eprocure/app> or viewing in www.telangana.bsnl.co.in The tender document for participating in E-tender shall be **available** from 15-04-2023 from **18.00** hrs onwards.

Bidders must register on the e-tender portal (<https://etenders.gov.in/eprocure/app> (refer point no. 4 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.

DD / Bankers cheque of an amount of **Rs: 590/-** drawn in favour of AO (Cash), O/o GMBA, SANGAREDDY, BSNL. 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 document fee.**

BSNL, MEDAK BA, Sangareddy 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.

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.

Experience: The bidder should have successfully executed a total of 10 Kms cable laying works (PIJF or OFC (UG/OH) for last two years. The experience certificate should clearly indicate the quantum of work done in Kms with details and cost of work, certified by an Officer of concerned organization not below the rank of DE/DGM/SE/Dy. STE/ Sr. Manager and above in private Telecom. & PSU.

5. **EMD:** The bidder shall furnish the bid EMD in the form of DD for **Rs. 30,183** /- from a Scheduled bank drawn in favour of AO (Cash), O/o GM, MEDAK BA, BSNL. Sangareddy.

6. **Last date & time for downloading of tender document: up to 15:00 hrs of 06-05-2023**

7. **Date & Time of Submission of e – Tender(online) bids: Up to 15:00 Hrs on 06-05-2023**

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 15:00 Hrs of 07-05-2023

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 in **O/o. AGM (PLG), 1st Floor, BSNL, Balaji Nagar, Sangareddy-502001.** 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 GM MEDAK BA reserves the right to reject any or all the tenderers or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest tender. GM MEDAK BA also reserves the right to select one or more contractors.

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 (<https://etenders.gov.in>).

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.

Sd/-
AGM (PLG),
1st Floor,BSNL,
Sangareddy- 502001
agmadmnsd@gmail.com

SECTION-2
TENDER INFORMATION

1) **Type of tender:** Single Stage bidding- Two stage opening using two electronic Envelopes.

Note: The bids will be evaluated techno-commercially and financial bids of techno-commercially compliant bidders only shall be opened.

2) **Bid Validity Period/ Validity of bid offer for acceptance by BSNL: 150** days from the tender opening date and can be extended.

3) The tender offer shall contain two electronic envelopes containing Electronic Form and Commercial, Technical & Financial documents & all relevant bid annexure of following, but not limited to documents:

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 Physical copies of DDs and power of attorney (if applicable) should be submitted offline by dropping in the tender box provided in O/o. AGM (PLG), 1st Floor, BSNL, Balaji Nagar, Sangareddy-502001, before 15.00 hrs on 06-05-2023 otherwise the on line bids will not be opened.**

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

5) **List of documents to be uploaded with Technical bid in e-tender portal:**

1. DD for **Rs 590/-** drawn in favour of AO (Cash) , BSNL O/o GM MEDAK BA, **Sangareddy** from any Nationalized/scheduled bank towards the cost of tender document or MSME/NSIC Certificate.
2. EMD in the form of Demand Draft /Bankers Cheque drawn in favour of AO(Cash), O/o GM MEDAK BA, **Sangareddy** is **Rs. 30,183/-** from a Nationalized/Scheduled Bank or MSME/NSIC Certificate.
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 or Annexure II.
5. EPF and ESI Proof (Self attested Xerox copy)
6. GST Registration. (Self attested Xerox Copy).
7. (a) Solvency Certificate for not less than **Rs. 4 Lakhs** from a Nationalized/Scheduled Bank, which shall not be older than Six months from the date of NIT.
(b) Audited accounts for last two financial years signed by CA or Turnover Certificate for **last two financial years for Rs 6 Lakhs per year** issued by CA.
8. Declaration of No near relatives in BSNL as per the proforma in Annexure-III
9. 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)
10. Certification regarding down loading of application from internet (Annexure. V)
11. Self-attested copy of PAN CARD of the bidder/Firm.
12. Self-declaration stating that the firm / individual not blacklisted / debarred earlier as on date in annexure-VI.
13. Bidder should download the tender document, signed in all pages should be uploaded along with the technical bid in the e-tender portal.
14. Any other documents required as per the conditions of tender document.

NOTE: EMD/Bid Security and Cost of Tender document is exempted for MSME/NSIC Registered bidders.

6).Financial envelope (online) shall contain:

i). Electronic Form- Rates should be quoted in figures as well as in words. Rate quoted should be percentage (%) **above, on par with or below** the Schedule of 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 (Physical copies of EMD/Bid Security, Tender Document Cost & Power of Attorney if applicable kept in a envelope should be dropped in tender box provided at O/o. AGM(PLG), 1st Floor, BSNL, Balaji Nagar, Sangareddy-502001

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).
- ii) DD/ Banker’s cheque of Tender schedule fee.
- iii) Power of Attorney (If applicable).

7) 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 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.

8). VENUE OF THE OPENING OF TENDERS: at O/o AGM(PLG), 1st Floor, BSNL, Balaji Nagar, Sangareddy-502001

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 GM MEDAK BA 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/BIDDER** 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 or Junior Telecom Officer 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.

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.

Each tenderer should pay EMD as prescribed through demand draft / Bankers Cheque drawn in favour of “A.O.CASH, BSNL, % GM MEDAK BA.” from any Scheduled bank. The D.D. / Bankers cheque in original dropped in the tender box provided in O/o. AGM(PLG), 1st Floor, BSNL, Balaji Nagar, Sangareddy-502001, Tenders without the EMD will be summarily rejected and no correspondence shall be entertained in this regard.

2. 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 50% 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 the tenders, The bids will be 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 percentage quoted on the Schedule of rates (SOR) which are annexed in respect of the qualified tenderers for Overhead O.F. cable works. The tenderer(s) should quote his/their percentages in the schedules provided.

(Financial bid should be submitted online through portal 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 if not returned.

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

- a). Fulfillment of experience conditions of tender as detailed in item 4.3 of Section-I.
- b). Fulfillment of technical specifications of the tender in respect of all items mentioned under Specification of the O/H OFC Cable 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 Evaluation Criteria: The Financial bids of techno commercially compliant bidders only shall be opened. These bids will be evaluated on the basis of lowest Price/rate quoted percentage above the schedule of rates and if it is below the schedule of rates highest quoted percentage.

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 workmanship 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 GM MEDAK BA reserves the right to consider other factors viz. Experience, credibility etc. in finalizing tender apart from the percentage quoted.

11a. The tender is valid for a period of one year or on completion of the estimated cost/ quantity whichever is earlier. It can be extended by another Six (6) months with a span of Three (3) months at a time.

11b. In no circumstances the value of the work awarded shall be beyond +50% of the approved Tender value.

12. The quantity/amount of O/H O.F.C. Capital Works to be taken in One Year in MEDAK BA SEMIURBAN/ RURAL area given in NIT are tentative. Actual work may vary up to $\pm 50\%$ of quantities projected in the tender.

13. The GM MEDAK BA 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).

14. The acceptance or rejection of the tender rests with the GM MEDAK BA and his decision will be final.

15. 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.

16. Distribution of Work:

The work will be distributed among **Two (2)** successful lowest quoted bidders. L1 shall be allotted 60% of estimated cost and L2 shall be allotted 40% of estimated cost (on L1 rates).

If L2 bidder does not agree to L1 rates the total quantity of work will be awarded to L1 bidder only and binding on L1 bidder to execute the work for 100% quantity. However the decision of GMBA SGD in all respects is final and binding on the bidder.

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 2.5% 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 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 for **Three years** from the date of issue of such order. (As per BSNL Revised procurement manual 2012).

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) O/o GMTD 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 SD through DD or Bank Guarantee to the quantity of work awarded .

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 and further necessary action as deemed fit will be initiated as per clause 2(D) of Section 4B.

CLAUSE 2: SECURITY DEPOSIT:

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. The Security deposit is to be in the form of DD drawn in favour of "A.O. Cash, BSNL O/o GM, Medak BA, Sangareddy . The S.D. can also be submitted in the form of Bank Guarantee valid up to **One year and 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 +50% work is awarded to

the contractor beyond tender value, the contractors have to pay 10% of additional work allotted to him as Security Deposit.

A) 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 in charge 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.

B) 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..

C) 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.

D) 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.

E) 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 **Three** years for participating in any of the tenders of BSNL.(as per BSNL Revised procurement manual 2012).

CLAUSE 3: PAYMENT TERMS:

Within two months from the successful completion of the work, the contractor shall submit the bills to BSNL in triplicate for payment, duly certified by the officer in charge. Bills submitted after two months are liable to be rejected.

(A) : PENALTY FOR DELAY IN COMPLETION : 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) : Termination for default: 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 carry out any work assigned within the time prescribed in work order or any extension thereof granted by the field officer of BSNL.

ii). If the contractor fails to perform any other obligation(s) under the contract; and does not remedy its failure within 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 GM MEDAK BA 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 GM MEDAK BA, 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 GM MEDAK BA 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 GM MEDAK BA 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 GM MEDAK BA and to supply materials to carry out 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 GM MEDAK BA 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 GM MEDAK BA, 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 GM MEDAK BA, 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 GM MEDAK BA 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 DWC pipes should be with couplings as per I.S.I. specification.

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

If it shall appear to the GM MEDAK BA 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 GM MEDAK BA , 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 GM MEDAK BA 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 BA. 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 Telangana at Hyderabad or such other places as the arbitrator may decide.

CLAUSE9: FORCE MAJEURE:

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

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

CLAUSE 10: INDEMNITIES:

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

reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages, and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

CLAUSE 11: 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.

Responsibility of taking and recording measurements:

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

Wherever Over Head OFC works are done by concerned SDE (CC), these Cables are to be Acceptance Tested by the SDE (A/T) of MEDAK BA

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 Divisional Engineer 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. Further a copy of challan showing the particulars of payment of earlier received Goods and Service Tax department duly counter signed by Engineer in charge may also be enclosed to the above bill.

CLAUSE 12:

a).The GM MEDAK BA, 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 GM MEDAK BA 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 GM MEDAK BA, 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 be 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 GM MEDAK BA, or his authorized officer.

CLAUSE 13:

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

CLAUSE 14:

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 GM MEDAK BA 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 15: 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 GM MEDAK BA 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 GM MEDAK BA 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 neither collected at the work site by the party nor can be called upon to pay compensation thereof. The GM MEDAK BA 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 16:

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 GM MEDAK BA 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 17:

a) Contract is not to be sublet: The contract shall not be assigned or sublet without the written permission of the GM MEDAK BA. 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 GM MEDAK BA 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 partnership 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 likewise 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 18:

The works to be carried out i.e. trenching, road cutting, Over Head O.F. cable laying, digging pits for O.F. cable joints and reinstatements etc 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 19: 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 his 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 Telangana 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 fulfill 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 notwithstanding 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 Engineer in charge or authorized representative 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 clause 19C, 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 20: 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 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 21:

- 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 22:

1. 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.
2. 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.
3. 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.
4. The contractor will have to work according to programme of work decided by the Engineer-in-Charge and execute accordingly.
5. 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.
6. 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.

7. 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.

8. 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.

9. 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 23: All measurements may be taken in metric system only.

CLAUSE 24: No secured advances will be allowed for contractor on any material.

CLAUSE 25: 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 up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work. Exclusive of 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 26:

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 27:

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 of 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 28:

In case of failure, to complete the work within the stipulated period, a grace period of 2 weeks will

be allowed subject to a of 2% penalty as specified in Clause-3A above. After 2 weeks, if the work remains incomplete the contract can be terminated at the discretion of GM MEDAK BA without giving any further notice and the cost of penalty will be deducted either in the bill or security deposit.

CLAUSE 29: 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 issue 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 31:

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 32:

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.

CLAUSE 33:

All the extensions of the tender in case if any should be invariably be accepted by all the awarded bidders, failing which the SD will be forfeited.

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)/ Copy of MSME/NSIC Certificate
- 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, **O/o. AGM (PLG), 1st Floor, BSNL, Balaji Nagar, Sangareddy-502001** 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),O/o GM MEDAK BA
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.

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	Sri.B.Nageswara Rao, AGM(PLG)
Telephone/ Mobile	9490000233
E-mail ID	agmplngsgd@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Smt.CH.Srirupa SDE(PLG)
Telephone/ Mobile	9490107989
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 Annexure VII 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 –Annexure-VII 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.

Section- 4 Part D
SPECIFICATIONS FOR LAYING OVER HEAD O.F CABLE

- 1) Optical fiber cable is to be laid by using existing posts or by erecting new posts in a span of 75-100Mts depending upon the site condition in Medak BA. AB post with sole plate has to be erected along with necessary accessories supplied by BSNL where ever required.
- 2) The O/H cable is to be tied to the pole, using the 75 lbs G.I wire and teflon pipe of 1” dia at power crossings, Leading in, along the runways up to FTB.
- 3) The O/H Cable is to be laid by tying stay wire along departmental posts and on remote O/H Route with standard gauge G.I Wire.
- 4) 1” dia. green flexible teflon pipe is to be used at either end (Leading into the building) and clamping the pipe wherever required inside the premises.
- 5) Trenching is to be done wherever required (The rates will be based on the present approved SOR)
- 6) Ladders, tools, drill machines etc. is to be arranged by contractor.
- 7) Protection materials like Glove, Electrical testers, safety ropes and any other protection items to be arranged by contractor.
- 8) The concerned SDE OFC will supervise the works.
- 9) Route A/T shall be done by Circle A/T or by any other unit nominated for this purpose by the competent authority.
- 10) The jointing / splicing should confirm to the standards of A/T.
- 11) Minimum 15 feet to be maintained from the ground level or below the electrical wires by maintaining the safe distance.
- 12) Laying of Over head OF Cables end to end as per the work order including all types of false ceiling /Runways/Duct as applicable.
- 13) Creation of leading in point where ever required
- 14) Completion of work with in time frame as mentioned in work order
- 15) Termination/BJC of Cables (4F, 6F&24F) as per requirement.

ROUTE INDICATORS/JOINT INDICATORS: Route indicators and joint indicators are required to be provided at the assigned positions on the route. The contractor should himself provide the necessary digging tools, camping materials, caution boards, red lamps during night etc., at his own cost for his workers and he should also observe all prescribed precautions during this work for safety of pedestrians, vehicular traffic etc.

CABLE PULLING:

- 1) The cable drums, which may be of different lengths, will be made over to the contractor at the store godown in the route. Only one cable drum will be issued at a time. After completions of laying and on return of the empty drum at the store godown, the next cable drum will be issued.
- 2) The contractor has to make arrangement for moving the labour force to the site as and when required.

No BSNL conveyance would be made available.

3) If any damage occurs to the cable in the pulling operation the contractor has to make good the loss to the BSNL.

4) The cable pulling work is to be done as and when required by the Asst. General Manager, BSNL or his authorized representative.

5) Contractor has to be in a position to pull at least one drum of 2 Kms per day.

The contractor shall indemnify the BSNL against loss which may arise due to negligence of lapses on the part of the contractor or his workers and also against any third party claim against the BSNL, if it is caused by failure to fulfill any of the terms and conditions of the contract or comply with relevant loss

ANNEXURE-I

Proforma of Experience Certificate for PIJF Cable/OFC laying works carried out from 2020-21 onwards. (Year Wise)

S.No	PIJF /OFC Cable Laid (in KMs)	Year
		2020-21
		2021-22

ANNEXURE-II

NAME OF THE CONTRACTOR:

YEAR:

Proforma of Experience Certificate for O.F Cable laying works carried out from 2020-21 onwards. (Year Wise)

S.No	Underground OF Cable laid (in KMs)	Over Head OF Cable laid(in KMs)	Year
			2020-21
			2021-22

Note: Every bidder should submit minimum total experience of 10 kms cable laying either PIJF or OFC (Underground/Overhead).

Signature of the bidder

ANNEXURE-III

Proforma regarding No 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.

Dated this Day of20...

Seal and Signature:

Note: In case proprietor ship firm, No relative certificate will be given by the proprietor. For Partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company separately.

ANNEXURE – IV A

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, ESI and Labour license as individual only.

Signature of bidder

ANNEXURE-IV B

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 BA 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.

I hereby further undertake that the Principal Employer i.e. BSNL, MEDAK BA 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

Sangareddy

Date:

Annexure –V

CERTIFICATE

“I/ We.....authorized signatory hereby declare that the tender document submitted has been down loaded from the web sites <http://telengana.bsnl.co.in/> <https://etenders.gov.in/eprocure/app> 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 GM MEDAK BA. The decision of the GM MEDAK BA 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), GM MEDAK BA Sangareddy on bank (Name of the bank) towards the cost of tender document with this bid.”

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.

Dated this Day of20...

Seal and Signature of the bidder

ANNEXURE – VII

SCHEDULE OF RATES FOR LAYING OVER HEAD OPTICAL FIBER CABLE

Sl.No	Description of item	Unit	New SOR Rate(In Rs)
1.1	Supply of Galvanized Steel tubular (round hollow tubes) pipes at work site of 6.00m height(Suspension pole) of 114.30mm outer diameter of thickness 4.50mm (Medium) including welding of bottom plate of size 0.25mX0.25m(Galvanization: Priming coat of approved steel primer and Galvanization of 100 micron for steel work).The cost includes the supply at work sites including the loading,unloading and transportation.	1 No	7780
1.2	Supply of Galvanized Steel tubular (round hollow tubes) pipes at work site of 8.00m height(Tension pole) of 114.30mm outer diameter of thickness 4.50mm (Medium) including welding of bottom plate of size 0.25mX0.25m (Galvanization:Priming coat of approved steel primer and Galvanization of 100 micron for steel work).The cost includes the supply at work sites including the loading,unloading and transportation.	1 No	10370
2.1	Fixing of 6.00m Galvanized pipe in excavated trench of size 0.45mx0.45mX0.90m and providing & laying with cement concrete with 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources.) in the excavated trench and also above ground level of size 0.45mx0.45mX0.20m. Cost includes of all operations involved for providing and fixing of pipe like excavation of earth work, providing & laying of cement concrete including centring and shuttering etc., and as per the directions of Engg-in-Charge.	1 No	1690
2.2	Fixing of 8.00m Galvanized pipe in excavated trench of size 0.45mx0.45mX1.2m and providing & laying with cement concrete with 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources.) in the excavated trench and also above ground level of size 0.45mx0.45mX0.20m. Cost includes of all operations involved for providing and fixing of pipe like excavation of earth work, providing & laying of cement concrete including centring and shuttering etc., and as per the directions of Engg-in-Charge.	1 No	2120
3	O/H cable Accessories Supply & fittings(As per TEC/GR-TEC/GR/TX/OAF-001/03/ MAR-17(Type-II)(Type-II) with subsequent amendment if any).		
3.1	Terminating pole Assembly Fittings- To be used at tension/terminating poles(dead end poles)or poles where splices are located and the poles where the overhead alignment takes a turn(angle exceeding more than 15 degrees)		

	Supply of complete set of Terminating pole assembly fittings that include (i) J-Shaped tension hook-2nos. (ii) Turn Buckle-2nos. (iii) Extension Link-2nos. (iv) Clevis Thimble-2nos. (v) Protective Helix (T)-2nos. (vi) Terminating Helix-2nos. (vii) Jumper Cable Clamp-1no. (viii) Pole Mounted Stay Clamp (Tubular)-1no.	1 Set	2000
3.2	Suspension pole Assembly fittings Type I-For intermediate poles(ADSS/Conventional OFC cable)		
	Supply of suspension pole assembly fittings that include (i) Pole Mounted Stay Clamp (Tubular)-1no. (ii) Twisted Eye Link- 1no. (iii) Protective Helix(S)-1no. (iv) Armour Grip (AGS) Helix-1no. (v) Suspension Clipper with ElastomerPad-1pair (vi) Spiral Vibration Damper(SVD)-2nos	1 Set	1250
3.3	Suspension pole Assembly fittings Type II-For intermediate poles(ADSS/Conventional OFC cable)		
	Supply of suspension pole assembly fittings that include (a) Universal pole bracket (with SS Strip & buckle on pole)-1no. (b) Clevis Thimble- 1no. (c)Suspension Helix(GI steel or Aluminum)-1no. (f) Spiral Vibration Damper(SVD)-2nos	1 Set	660
4	Laying of OF Cable on O/H alignment comprising the GI Pole assembly fitted with necessary accessories as per the directions of Engineer In charge .		
4.1	(a) 4 F	per meter	15
4.2	(b) 24 F/48 F	per meter	21
5	Supply of Binding wire 75 Lbs at work site(optional)	per KG	70
6	Supply of 1" dia Green flexible pipe at work site	per meter	50
7	Recovery of existing OH OFC cable	per meter	
7.1	(a) 4 F	per meter	4.5
7.2	(b) 24 F/48 F	per meter	9
8	Digging charges for tracing joint location of U/G cables whenever required to tap existing BSNL PoP/Cable end(Jointing kits will be supplied by BSNL)(Trench Specs. Refer to U/G SOR)	per meter	257.14
9	Jointing of OF Cable (Based on field requirement)		
	a) for 2F/4F/6F/12F	per joint	260
	b) for 24/48F	per joint	2820
	c)cross capacity jointiong(low capacity cable to higher based on necessity).The low capacity cable splicing charges applicable.	per joint	based no. of fibers spliced
10	Digging & opening of of existing joint chambers for operating the joint including splicing & reinstatement of the chamber to the original position.	per unit	
10.1	a) for 2F/4F/6F/12F		760

10.2	b) for 24/48F		3320
11	Laying of PLB /HDPE PIPE 40-50mm dia coupled with sockets in the Underground ducts, runways/false ceiling along with clamping at customer premises (pipes,sockets will be supplied by BSNL at no cost. Length of pipe laid is measured for payment)		
11.1	1st Pipe	per mtr	12
11.2	2nd Pipe	per mtr	8
11.3	additional pipe	per mtr	6
12	Pulling of OFC Cable in underground ducts,runways/false ceiling as per the standard practices including allied works like replacing/refixing couplers (The rate includes loading,unloading,uncoiling and transportation of cables from BSNL designated stores to site of work.Length of cable is measured for payment).	per mtr	13.3

Place:

Signature of the tenderer

Date:

ANNEXURE – VII

FINANCIAL BID FOR 75 KMs IN SEMI URBAN/RURAL AREA OF MEDAK BA)

S.NO	Description of Item	unit	Quantity	Cost per Unit	Total Cost(in Rs)
1	Laying of 4F OF Cable on O/H alignment comprising the GI Pole assembly fitted with necessary accessories as per the directions of Engineer In charge .	KM	75	15000	1125000
2	Supply of Binding Wire OF 75lb	KG	75	70	5250
3	Digging charges for tracing joint location of U/G cables whenever required to tap existing BSNL PoP/Cable end(Jointing kits will be supplied by BSNL)(Trench Specs. Refer to U/G SOR)	Per meter	150	257.14	38571
4	Digging & opening of of existing joint chambers for operating the joint including splicing & reinstatement of the chamber to the original position.	Per unit	25	760	19000
5	Jointing of OF Cable (Based on field requirement) 4F/6F/12F	Per Joint	75	260	19500
				Total	1207321/-

NOTE:

1. The bidder should quote his rate (% of Excess or Less) on the Total Amount.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)

Place:

Signature of the tenderer

Date:

ANNEXURE-VIII
BILL FORMAT

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

ANNEXURE-IX

BID FORM

NIT No. _____

Dated _____

To

_____ (Designation & address of the Tender Issuing authority)

Dear Sir,

Having examined the terms & conditions of bid document and the specifications including Addendum/Corrigendum (if any), the receipt of which is hereby duly acknowledged, we, the undersigned, hereby submit our offer to execute the work of Optical Fiber Cable construction work stipulated against this NIT in conformity with said drawings, terms & conditions of contract and specifications.

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

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

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

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

Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated this day of(The year)

Signature of Authorized Signatory

.....

In capacity of

.....

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

ANNEXURE-X
TENDERER'S PROFILE

General:

1. Name of the tenderer / firm _____
2. Name of the person submitting the tender who possesses the Digital Signature Certificate (DSC).
 - (a) Shri/Smt _____
 - (b) DSC Issuing Agency.....

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

3. Address of the firm
.....
.....

4. Correspondence Address
.....
.....
.....

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

6. Mobile No:.....- email-id:.....-
(Note: These contact details shall be used to communicate with the tenderer / contractor and any communication sent there on shall be taken as proper communications under this contract)

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

I. Proprietorship (ii) Partnership (iii) LLP (iv) Private Limited (v) Public Limited

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

8. Name of Proprietor/ Partners/ Directors
.....
.....

9. Tenderer's Bank Details:

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

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

11. EPF registration number.

12. ESI registration number.....

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

14. Whether Micro or Small Enterprises (MSEs)? (Yes/No):

If Yes, the purpose of Business for which registered.

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

Monetary Limit.....

Type of Work

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

Date: Name of the tenderer.....

Seal of the tenderer

ANNEXURE-XI

PROFORMA OF AGREEMENT

NIT No: GMBA/SGD /PLG/O H OFC /EB-LC/75 KMS /2022-23 Dated: 15-04-2023

The successful tenderer shall have to execute the following agreement;

NIT No: Dated:

LOI No: Dated:

This agreement made on this _____ day of (month) _____
(year) _____ between _____ M/s _____
_____ herein after called "The Contractor"

(which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Chairman & Managing Director, BSNL through <Tender Issuing Authority> herein after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the BSNL for the execution of work of OFC laying on behalf of BSNL using open trenching and trenchless technology and other associated works of OF Cable on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits, as mentioned below, have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

a) PBG No..... for Rs. Issued by:..... (Bank)

b) Material Security BG No: for Rs. Issued by:..... (Bank)

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

1) The contractor shall, during the period of this contact that is to say from.....
.....toor completion of work for
Rs. _____ (In words) _____ whichever is later or
until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching and trenchless pipe laying, cable pulling, cable splicing, joint chamber preparation, fixing, painting and sign writing or route indicators and other associated works as described in tender documents (annexed to the agreement), when the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in

that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.

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

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

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

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

Above written:

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

Witness:

- 1.
- 2.

Signed & Delivered on behalf
of BSNL by the

Witness:

- 1.
- 2.

ANNEXURE-XII

(Rs.100/- Stamp Paper)

Pro-forma of Performance Bank Guarantee (PBG)
and
Pro-forma of Material Security Bank Guarantee (BG)

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

Dated:

Performance Bank Guarantee (PBG) / Material Security Bank Guarantee (BG)

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

1. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to PBG Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.

3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

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

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

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

(Annexure-XIII)

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the..... , by

1. <<**Name of the Bidder**>>, a company/ firm registered under the (Applicable acts, as the case may be) (hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the BSNL Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

The Purchaser had invited bids *vide* their Tender Enquiry No **GMBA/SGD /PLG/O H OFC /EB-LC/75 KMS /2022-23 Dated: 15-04-2023** (hereinafter referred to as 'Tender') for the purpose of Tender for Over Head OF cable laying for 75 kms, in Semi urban /Rural area of Medak BA.

- (a) The Bidder had submitted its bid/ proposal dated____(hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (b) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.

- b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
- I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
 3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
 4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
 5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder >>

Witness 1:

Witness 2: