



भारत संचार निगम लिमिटेड
(भारत सरकार का एक उद्यम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Additional Terms and Conditions

E-Tender Enquiry document for Comprehensive construction of ADSS OF Cable {Type A-I/ Type A-II}, including Supply & installation of related ADSS OF Cable accessories, supply and erection of 7m/8m tubular poles along with associated accessories, slinging of ADSS Cable, testing and commissioning for OPGW End Link in Kalyan Business Area of Maharashtra Circle for 32 Kms.

GEM/2026/B/7492948

Dtd 30-04-2026

Due to open on: 15.05.2026

प्रस्तावकी वैधता - 150 दिन

Validity of the Offer – 150 Days

CENTRAL PROCUREMENT CELL

Asst. General Manager (CPC 1)

Office of Chief General Manager Telecom

CN TX West Circle

2nd Floor, B-wing, BSNL Admin Building,

Juhu Road, Santacruz (W),

Mumbai-400 054.

Additional Terms and conditions is part of the bid document on Gem portal and binding upon the bidder.

In case of any difference between conditions of Gem Portal vis a vis ATC Conditions, ATC Conditions shall prevail over the Gem condition

Help line numbers are: AGM(CPC 1) : Tel no: 022 26611001

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Section-1

Detailed Notice Inviting Tender(DNIT)

Sub: Tender for Comprehensive construction of ADSS OF Cable {Type A-I/ Type A-II}, including Supply & installation of related ADSS OF Cable accessories, supply and erection of 7m/8m tubular poles along with associated accessories, slinging of ADSS Cable, testing and commissioning in in End Link for OPGW network in Kalyan Business Area of Maharashtra Circle for 32 Kms.

1. On behalf of **The Chief General Manager, CN TX West Circle, Mumbai - 54, Bharat Sanchar Nigam Limited** digitally sealed online tenders are invited as per the quantities mentioned in SOR Section- 3 Part-C, on rupee payment basis in Single Stage Bidding and Two Stage Opening using two Electronic Envelopes (Techno-commercial bid) from the experienced & eligible bidders for comprehensive construction of ADSS Optical Fiber Cable{TypeA-I/TypeA-II}, including Supply & installation of related ADSS Optical Fiber Cable accessories, supply and erection of 7m/8m tubular poles along with associated accessories, slinging of ADSS Cable, testing and commissioning for undertaking following works:

Table-1

Name of work	Comprehensive construction of ADSS OF Cable {Type A-I/ Type A-II}, including Supply & installation of related ADSS OF Cable accessories, supply and erection of 7m/8m tubular poles along with associated accessories, slinging of ADSS Cable, testing and commissioning for OPGW End Link in Kalyan Business Area of Maharashtra Circle for 32 Kms.
Total Route(in Kms)	32 Km
Estimated Cost (Excluding GST)	Rs 1,46,91,367/-
Estimated Cost (Including GST)	Rs. 1,73,35,813/-
Bid Security/ Earnest Money Deposit Amount for the tender (i.e. min 2% of the estimated cost)	Rs. 2,83,827/-
Average annual Turnover in Last 3 FY (i.e.minimum 30% of estimated cost)	Rs. 44,07,410/-
Experience (90% in last 5 F.Y. or 120% in last 7 F.Y.)	28.8 Km in the period 01.04.2021 to 31.03.2026
	or
	38.4 Km in the period 01.04.2019 to 31.03.2026
Bidder should have teaming agreement for supply of minimum number of tubular poles of length 7m & 8m	800 poles

Performance Bank Guarantee	5% of the approved tender value for a period of 18 months
Material Security	Minimum 5 lacs or as per LOI

Tenderer should quote the rates in GeM keeping in view that quoted rates are inclusive of GST.

The Pre bid meeting will be held on 06.05.2026 through video conferencing at 11:00 hrs . For video conferencing link, the bidders can call on AGM(CPC 1) : Tel no: 022 26611001.

**For details of Eligibility condition, kindly Refer Clause 4 of Section-1.*

Note1: The quantities indicated are estimated and BSNL reserves the right to vary the quantity to the extent of -25% to +25% of specified quantity at the time of award of work, without any change in unit price or other terms & conditions, which shall be binding on successful bidder.

However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to -50% to +50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same

Note 2: Procurement under this tender would be in accordance with Concurrent application of Public Procurement Policy for MSE order 2012 and Public Procurement (Preference to Make in India) order 2017' notification dated: 18.05.2023.

Note 3: The work is non-divisible in nature and purchase preference will be given to both MSE & Class-1 local suppliers. There is no reservation for MSE bidders.

Note 4: Any bidder from a country which shares a land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of F.No.6/18/2019-PPD dated 23rd July 2020 from Department of Expenditure, Ministry of Finance. (Kindly refer to Performa 7(I) of tender document).

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the GeM portal. For bid submission etc. bidders have to mandatorily register (if not already registered) on GeM portal and follow all steps as per functionality of GeM Portal. (Kindly refer to Section-4 Part-C of the tender document for instructions on e-tendering).

2.1 Deleted.

3. Availability of Tender Document: On GeM Portal.

3.1 Sale of hard copy of tender Document: Deleted.

4. Eligibility Conditions: In order to qualify as a Bidder, a prospective Bidder shall fulfill the following Eligibility criteria:-

4.1 The Bidder shall be registered & incorporated in India as a Company under the Indian Companies Act, 1956 or 2013, or an LLP (Limited Liability Partnership) registered under relevant Act or partnership firm or sole proprietorship, as the case may be.

4.2 The tenderer who possesses experience of having successfully completed the ADSS Optical Fiber Cable Construction works/OFC Construction work in BSNL/MTNL/TCIL/ITI/Rites/ Hindustan Cables Limited (HCL)/PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking / any Telecom Service Providers (TSPs) / Telecom Infrastructure Providers (TIPs) having mandate to carry out ADSS OFC construction work / OFC Construction work or the PSUs directly themselves and who also have received the payment for such completed works to the extent as mentioned at 4.2(a), 4.2(b) & 4.2(c) below are eligible to participate in the tender. The experience of execution of one or more Projects will be accepted.

4.2(a) The bidder shall have experience of successful completion of minimum work as mentioned in Table-1 (i.e. 90% of the ADSS/ OFC Construction work work executed during the period 01.04.2021 to 31.03.2026 OR 120% work of the ADSS/ OFC Construction work during the period 01.04.2019 to 31.03.2026) and as per clause 4.2.

The experience certificate for carrying out the works and amounts received should be in the prescribed pro-forma (at Clause no. 5 of Section-4 Part-B) and the certificate should be signed not below the rank of DE/AGM Level or equivalent in case of Govt. /PSU Organizations or Regional heads/ Projects Manager/ work order issuing authority in case of Private sectors.

4.2(b) The Average annual turnover of the bidder during the last 3 Financial Years i.e., 2023-24, 2024-25 and 2025-26 should be **Rs. 44,07,410** /-(i.e. 30% of the estimated cost). Bidders having cumulative turnover of INR Rs. **1,32,22,230/-** or more during the last 3 F.Y. will be eligible. Audited P&L A/cs. and Balance Sheet duly certified by Chartered Accountant for the prescribed FYs are to be submitted as documentary proof. If audited balance sheets & P&L statements for FY 2025-26 are not issued, then CA certified statements shall be acceptable.

4.2(c) The bidder shall have signed Memorandum of Understanding (MoU) or Teaming Agreement with the manufacturer (approved by Bureau of India Standards (BIS)) for supply of **800 Tubular Poles** required for execution of the Project.

The manufacturer of the tubular poles must have supplied a minimum **400 poles** (i.e. 50% of the poles required) of 7M / 8M length for Optical Fiber Cable Projects of any Agency mentioned in Clause 4.2. Documentary evidence towards this is required to be furnished by the bidder.

Note 5: For above eligibility conditions, work orders/purchase orders will not be accepted as an experience certificate. Experience certificate as required and specified in Clause 4.2(a) has to be submitted.

Note 6: The Experience should be of Aerial Optical Fiber Cable construction work and supply of 7/8M poles only and does not include any other work like Pole-less/Up-gradation/Maintenance works of OFC/External Plant/ UG Cable (Copper) etc.

4.2(d) The tenderer whose near relative(s) is/are employed in BSNL, is not eligible to participate in the Tender, as per limitations mentioned at Clause 34, Section-4 Part-A.

4.3

The bidder should –

- a) Have Valid Goods and Services Tax (GST) Registration Certificate No. In case of multiple GST numbers, all the numbers shall be provided in Bidder's Profile at Section-8.
- b) Submit a self-declaration/ self-certificate for non-blacklisting clause as per Format given Performa 7(H). Bidder shall not have been blacklisted by any State Government/Govt. of India/Central PSU/State PSU/TSP/TIP/Any country in the last 5 years preceding the date of submission of the bid. Self-certified letter of undertaking to this effect on company's letterhead signed by company's authorized signatory.
- c) The Bidder should have Valid PAN No. issued by Income Tax Department.
- d) The Bidder should have the valid EPF registration certificate on the date of issue of NIT.
- e) The Bidder should have the valid ESI registration certificate.

4.4

In case the supplier gets black-listed by GST Authority during the tenure of BSNL contract, resulting any loss of input TAX credit to BSNL due to default of a supplier, the same would be recovered from supplier.

4.5

Guidelines issued vide DPIIT Order No. P45021/2/2017-PP (BE-II) dated 16.09.2020 shall be applicable for this tender. Bidders are required to submit declaration vide Section-7 Performa 7(G). The Local content percentage of offered products/ services must be clearly mentioned, to claim Class-I Local Supplier preference in award of work.

5.

Bid Security/ EMD: Bidder has to submit bid security of **Rs. 2,83,827/-**preferably through online payment mode, as per the below mentioned Bank/Beneficiary Details.

Name of the Bank & Branch	Union Bank of India, Prabhadevi
Account Name	BSNL IFA WTR MUMBAI COLLECTION A/C
Account Number	319001010036173
IFSC code	UBIN0531901
MICR	400026039
Address of the Bank	Union Bank of India, 263, Madhu Hans, Dr. AB Road, Prabhadevi, Mumbai, Maharashtra 400025
Contact No.	022-26611001

However, Bid security may also be submitted in one of the following ways:-

Demand Draft/ Banker's Cheque drawn in favor of **"BSNL IFA WTR MUMBAI COLLECTION A/C"** and payable at **"Mumbai."**

Bank Guarantee from a Nationalized/Scheduled Bank in India, drawn in favour of **"BSNL IFA WTR MUMBAI COLLECTION A/C"** which should be valid for **180 days** from the tender opening date as per Bank Guarantee Format given at Section -7 (7A).

Note 7: The MSE (Micro & Small Enterprise) units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid MSE Certificate/ Udyam Registration Certificate (updated as on 1st day of the month of actual bid submission date) broadly covering the tendered equipment/ services, issued from the Ministry of MSME.

6. **Date of online submission of tender bids:**As per GeM portal.
7. **Date of Opening of Tender Bids:** As per GeM portal.
8. **Place of opening of Tender bids:**On GeM portal.
9. Deleted
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. **“CGM CN TX West”** reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
13. 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 8: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 9: All computer generated documents should be duly signed/ attested by the bidder/ Contractor organization.
14. The queries in respect of the bid document, if any, can be submitted on Gem Portal as per GeM terms and condition.
15. **Period of contract:** The period of this contract will be one year from the date of agreement. However, the BSNL reserves the right to extend the contract further for another 6 months, at a time on the same rates, terms & conditions, which shall be binding on the contractor. However, if the work is not completed within the stipulated time period due to unforeseen reasons then the contract can also be extended further with the mutual consent of BSNL and the contractor with the recommendations of concerned BA head and approval of the competent authority.

Section-2

Tender Information

1. **Type of tender:** Schedule wise GeM Single stage Two (2) packet bid with Reverse Auction (RA)
2. **Bid Validity Period / Validity of bid Offer:** The bid will remain valid for 150 days from the tender opening date. EMD BG Validity: 180 days
3. The GeM electronic envelopes will contain documents satisfying the eligibility / Technical & Commercial conditions in the first envelope called **Techno-commercial Envelope** and second envelope called as **Financial Envelope** containing financial bid / quote.
 - a. **GeM Electronic Techno-commercial envelope** shall contain :-
 - 1) Bank Transaction details with UTR Number towards the successful **e-payment** for EMD **OR** valid MSE (Micro or small Enterprise) certificate for claiming exemption, as the case may be.
 - 2) DD/ Banker's Cheque or Bank Guarantee towards EMD/Bid Security (**if not submitted through e-payment mode**).
 - 3) Certificate(s) / documents towards fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed DNIT (Section-1).
 - 4) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section-4 Part-A (not required in case of Proprietary / partnership firm if the proprietor/partner himself signs the documents) and board resolution in favour of authorized signatory.
 - 5) **Experience Certificate:** In accordance with clause 4.2 , 4.2 (a), (b) and (c) of Section-1 i.e. DNIT.
 - 6) Attestation of signature of the authorized signatory i.e. POA holder, by Bank.
 - 7) Undertaking & declaration duly filled & signed as per proforma at Section 6(A).
 - 8) No Near-Relationship Certificate duly filled & signed as per proforma at Section 6(B).
 - 9) Bidder's Profile & Questionnaire duly filled & signed as per proforma at Section-8.
 - 10) Tender / Bid form - Section-9 Part-A.
 - 11) Clause by Clause compliance as per Clause 11.2(c) of Section-4 Part-A and proforma at Section 7(J).

- 12) Documents as stated in Clause 10 of Section-4 Part-A.
- 13) Tender document duly signed at the bottom of each page for having read, understood and complied with & accepted it and the same has to be uploaded in the e-portal as per Section 6(A).
- 14) Tender Acceptance letter as per Section 6(C).
- 15) The itemwise unpriced Bill of Material (BoM).
- 16) Teaming agreement / MoU with the manufacturer of Tubular Poles as per Clause 4.2(c) of Section-1.
- 17) Self-Certification regarding Local Content (LC) for Telecom Product/Service or Works (Refer Section-4 Part-B Clause 3) and proforma at Section 7(G). The claimed %age of local content must be clearly mentioned.
- 18) EPF registration certificate on the date of issue of NIT.
- 19) ESI registration certificate.
- 20) Copy of Pan Card & GSTIN.
- 21) Declaration of Genuineness of documents

(The submission of E- bid and uploading of Section-6 Part-A & B, Section-9 Part-A, will be considered as submission of tender document along with all corrigendum,/amendment issued for this tender. Scanning & uploading of tender document is not necessary. However vice versa will be treated as non-responsiveness.)

Note 1: BSNL reserves the rights to demand any documents original during the technical evaluation and if any discrepancy / tempering or forged documents are found, the bid will be rejected and the bidder will be black-listed.

Note 2: The technical evaluation of the bids will be in accordance with BSNL HQ letter no. BSNLCO-MMT/12/16/1/2021-MMT, dated: 28.08.2023

b. GeM Electronic Financial envelope shall contain:

- 1) Price/ Financial Schedule as per GeM portal.

c. Offline Submissions:-

- (a) EMD is required to be submitted by the bidder **preferably through online payment mode** as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of **MSE (Micro & Small Enterprise)** bidder, valid MSE Certificate / Udyam Registration Certificate, broadly covering the tendered equipment/ services and indicating their current status (as Micro or Small Enterprise), is required to be submitted for claiming exemption of EMD. **However, scanned copies of the following documents (whichever applicable)** are to be **mandatorily uploaded** by the bidder in their online technical bid part (1st Electronic Envelope i.e. Technical Envelope) on GeM portal failing which the GeM bid shall not be admitted and shall be archived unopened / rejected on GeM portal at bid opening stage:

- (i) Bank Transaction details with UTR Number towards the successful **e-payment** for Tender Fee/EMD.
- (ii) DD/ Banker's Cheque or Bank Guarantee (**if not submitted through e-payment mode**).
- (iii) Valid MSE Certificate / Udyam Registration certificate for claiming exemptions from EMD, if bidder is under Micro & Small Enterprise category.

Moreover, **Originals** of Bank Instruments such as DD or EMBG towards EMD/Bid Security respectively (**if not submitted through e-payment mode**), original copy of Power of Attorney in accordance with Clause 14.3 of Section-4 Part-A and authorization for executing the power of Attorney (in original or Notarized Copy), Letter of authorization for attending bid opening as per proforma at 7(C), shall be submitted by bidder on any date on or before bid submission end date or within 5 days after bid submission end date, to "AGM (CPC 1), , 2nd Floor ,B - wing, BSNL Admin Bldg., Juhu Danda, Juhu Road, Santacruz West, Mumbai-400054", in a sealed envelope bearing the Tender number, Name of work, failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

- (b) During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Bid Form, etc. submitted as scanned copy in the Technical bid part (1st electronic Envelope) on e-tender portal, which the bidder will have to comply with Checklist for Pre-bid qualification and submission of documents on GeM portal.

Note 3: A Self-declaration (on a bidder Company Letter Head) by the authorized signatory is required stating that no addition/ deletion /corrections have been made in the offline document being submitted as compared to those submitted along with online bid. If any deviation is found, the bid may be liable to be rejected.

Note 4: For Tender Inviting Unit ["AGM (CPC 1), O/o CGM (BSNL) CN TX W Circle, Mumbai - 400054"] : If the required originals of bank instruments for EMD/Bid Security (if not submitted through e-payment mode), whose scanned copies are uploaded by bidder & available in 1st electronic Envelope i.e. Technical Envelope, are not received within the stipulated time as mentioned above in Clause no. 3.3 (a) or any discrepancy found in the original offline document, the same will be brought to the notice of CET without any delay by the tender inviting Unit.

4. Evaluation of bids

Evaluation of bids will be done on the basis of average price per Km arrived as per following formula:

Avg. Price per Km =

$$\frac{\text{Total project cost excluding ITC as per rate quoted by the bidder (Rs.)}}{\text{Total route length (Km.)}}$$

Based upon the average price per kilometer arrived as above (Rounded up to two decimal places), the bidders will be declared as L1, L2, L3 and so on.

The ordering price of any bidder shall not exceed the lowest evaluated price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to the bidder irrespective of their ranking viz.L1/ L2/ L3 etc. keeping other levies & charges unchanged.

5. Award of work

The work will be awarded to L1 bidder through GeM portal for commercial supplies of goods and services if the offer has been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser.

Award of work for this tender would be in accordance with 'Concurrent application of Public Procurement Policy for MSE order 2012 and Public Procurement (Preference to Make in India) order 2017' notification dated: 18.05.2023. The work is non-divisible in nature so no reservation for MSE units, however purchase preference will be given to both MSE & Class-1 local suppliers as per letter mentioned above.

If L1 bidder does not accept the APO/AWO and/or does not submit PBG & sign the contract/ agreement, the same shall be offered to L2 at L1 price who may accept or reject the offer without the risk of forfeiture of EMD. Further if L2 refuses the offer, the work will be offered sequentially to all eligible bidders(L3, L4 and so on). In case no bidder accepts to work at L1 price, BSNL shall re-tender.

6. Delivery Schedule/ Schedule for completion of Work:

- (a) The complete project i.e. commissioning of all the OF cable routes shall be completed within the period specified in PO. However, BSNL reserves the right to issue POs in a phased manner.
- (b) BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the PO in the event of change of plan necessitated on account of technical reasons or in the opinion of the PO issuing authority or if the bidder is not executing the work at the required pace.
- (c) The delivery of equipment / material shall be made initially for meeting requirement of one month i.e. the material required for consumption in the Project within one month shall only be supplied initially and the same will be periodically replenished by the bidder.

7. Payment terms:

7.1 As per Clause 11 of Section-5 Part-A.

8. Material distribution at sites: As per schedule of requirement and delivery schedule mentioned in the SoR at Section-3 Part-C.

9. Consignee:

The delivery of the material & services shall be to the ultimate consignee as given in the purchase order. Complete Names, addresses, quantity etc. to each consignee will be specified in the P.O.

- 10. Verification of Eligibility Criteria Documents:** The documents submitted by the bidder against eligibility criteria (Clause 4, Section-1) will be verified by BSNL.
- 11. Payment of RoW Charges:**
- i) Getting RoW permission from civic authorities like Municipal Corporations, Gram Panchayats, Development authorities, Electricity department, PWD, NHAI or any other concerned authority as required, will be the responsibility of the bidder with reference to application of RoW at appropriate place like Gati Shakti Portal etc. BSNL official at BA will facilitate the bidder in getting RoW permission, if required.
 - ii) Payment of RoW charges is to be done by BSNL on submission of demand note by contactor as issued by concerned civic authorities.
 - iii) RoW charges shall not be paid in case they are waived off and also in case of bank guarantee/ security deposit given by the bidder to Road Authorities / local bodies. In such cases, actual value of restoration charges levied by concerned authority shall be payable.
 - iv) The Bidder shall not be penalized if the works are stopped by RoW agencies provided the resources have been deployed and/or delays on account of RoW permissions.
- 12. Minimum quantity to be quoted:** Bidder shall have to quote for the 100% of the tendered quantity including GST mentioned in Table-1.

Section-3 Part - A

Scope of Work

- A. General:** The tender is floated for **comprehensive construction of ADSS Optical Fibre Cable {Type A-I/ Type A-II}**, including Supply & installation of related ADSS OF Cable accessories, supply and erection of 7m/8m tubular poles along with associated accessories, slinging of ADSS Cable, testing and commissioning conforming to specifications given in Section-3 Part-B of the bid document.
- B. Scope of Work:** Scope of works under this tender includes:
- i) Route survey and obtaining Right-of-Way (RoW) permission.
 - ii) Supply of galvanized steel poles (height 7m /8m) with top cap welded, stay and MUFF for ADSS Optical Fibre Cable installation & its accessories including other materials required for erection of poles.
 - iii) Erection of Poles alignment including concreting of poles for laying ADSS Optical FibreCable including stay arrangement.
 - iv) Supply of related ADSS Optical Fibre Cable accessories required for slinging of ADSS OFC.
 - v) Laying/slinging of ADSS OF cable and other accessories including fixtures.
 - vi) Laying of PLB pipe and other accessories including protection pipes, wherever applicable. Laying of Pipes along bridges, culverts etc. and at road crossings Installation of spare OF cable box, WSC, Pigtails etc. and leading-in arrangement, as per site requirement.
 - vii) Construction of splicing chambers and restoration of pits as per satisfaction of road authority / local bodies.
 - viii) Sign writing of poles and sign writing inside the equipment room.
 - ix) Preparation of As Built Diagram (ABD) of Aerial OFC routes.
 - x) Getting the OFC links Acceptance Tested (A/T) and commissioning of the Aerial OF cable routes and making over of commissioned routes to BSNL.
 - xi) The scope/detail of work is as under:-

Sr No	Location Name	A end Location	Lat / Long	B End Location (BSNL)	Lat / Long	Approx Route Length (km)
1	IGATPURI	JB FOR IGATPURI, T220	19.701531,73.522412	CNTX 24F Khardi - Igatpuri cable (Igatpuri)	19.701452,73.522456	1
2	Nashik	Satpur MIDC Substation	19.989576205749568, 73.7431673125949	CNTXW Nashik- Trimbkl Cable Joint	19.993179187190556, 73.75084779889465	2
3	Thane	MSTCL Tower JB Mulund	19.163482, 72.938642	Thane- PDI cable Manhole	19.163712, 72.938393	0.3
4	Dahisar (Borivili)	Borivali Sanjay Gandhi National park MSTCL Chamber	19.214445, 72.877480	DHSR-PDI-FNTN 24F Cable JB in Samta Nagar	19.208089, 72.868734	2
5	Virar Repeater	Virar NH Tower No- 168	19.464744, 72.887493	Virar - Dahisar 48F chamber in front of forest office	19.466614, 72.887701	1
6	Manor	Manor Polo Tower No- 81	19.715651, 72.901944	Manor Repeater	19.728353, 72.928331	3.5
7	Tarapur	Boisar MSTCL Substation	19.781467, 72.758889	Manor Tarapur 48F Joint Chamber	19..7866483, 72.7610105	1
8	TAP plant	TAP plant Substation		NPCIL		1.5
9	Dahanu	Dahanu Gholvad JB-3 Tower No- 21	19.991789, 72.729037	Dahanu Exchange	19.9910255, 72.7373970	1.5
10	Vasai	Vasai MSTCL Substation	19.386475, 72.831580	Vasai 48F SSA cable chamber	19.386596, 72.830721	0.5
11	KALYAN	BAPGAON Substation	19.28152,73.14322	SSK KYN - Padagha cable (KYN)	19.282163,73.14727	1

12	PADGHA	KYN - Kandali SSA cable (Padagha Substation Gate)	19.365544,73.188892	SSK KYN - Kandali cable Polycab T joint (KANDLI)	19.366171,73718197	1.5
13	SHAHAPUR	JB FOR SHAHAPUR , T124	19.448011,73.312344	CNTX Kandli _Shahpur 24F cable (Shahpur)	19.445379,73.312314	3.6
14	DOMBIVALI	SUBSTATION DOMBIVALI	19.206628,73.102193	CNTX KYN - Shilphata cable (Dombiwali 1)	19.204849,73.106644	2
15	PALAVA (DOMBIVALI)	SUBSTATION PAL (DOMBIVALI)	19.184163,73.091158	CNTX KYN - Shilphata cable (Dombiwali)	19.184463,73.090726	0.5
16	Anandnagar Ambernath Tower	Tower Anandnagar Ambernath	19.180057,73.203774	Kansai -Anand Nagar SSA cable (Anand Nagar MIDC)	19.189971,73.195525	3
17	Bhiwandi (Kamba)	Kamba Substation		BHIWANDI CNTX-W STATION	19.2935565,73.0532562	3.5
18	Bhiwandi Borpada	BORPADA OPGW JOINT	19.335562,73.065326	BORPADA CNTX-W JOINT	19.335562,73.065326	0.5
19	WADA CNTX-W STATION Joint	GANDHRE Substation Wada	19.46948,73.084207	WADA CNTX-W STATION Joint	19.46948,73.084207	0.5
20	JB FOR MURBAD	JB FOR MURBAD T925	19.266658,73.414984	Murbad - Saralgaon , Tembhare Road, SSA KYN Murbad - Saralgaon cable (Murbad)	19.260694,73.412185	2

Note: The locations shown above are approximate and may vary at the time of execution. The method of last mile connectivity (ADSS/OFC construction work) may vary at time of execution .

It is mandatory for the contractor to use 'CBuD' Mobile Application, as detailed at Point No. 'H' below.

C. Third Party Damage: If the Contractor damages other Private Service Providers' cables / sewage line / Government or public properties, such as electricity cable or roads etc., the damage

Charges/penalty will be paid by the Bidder as per the claim of such third party. BSNL will not be liable to pay any penalty or any damage charges made by the Contractor / Bidder.

D. Failure Clause & Withdrawal of work: If Contractor / Bidder fails to perform, his work can be given to any other Contractor / Bidder at the risk and cost of Contractor / Bidder.

E. Protection of Life, Property and Existing Facilities: The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works, and for keeping the construction site in a reasonably safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

F. Insurance:

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

G. Warranty: The warranty will be for the period of 6 months from the date of Commissioning.

H. Mandatory Use of 'CBuD' (Call Before U Dig) Mobile Application

- (a) It is mandatory for all contractors to use this app as this will save telecom cable damages.
- (b) CBUD Launched by Honorable Prime Minister of India on 22 March 2023. "Call Before u Dig (CBuD)" is an innovative initiative by the Department of Telecommunication, Government of India to encourage minimal or no damages to underground assets while carrying out any digging activity, whatsoever.
- (c) With Call Before u Dig (CBuD) mobile app, Government of India aims to connect the digging agencies with the underground utility asset owners to curb the disruption as well as undue losses to the asset owners.

Note1: Only 24 F ADSS Cable and SJC/BJC will be provided by BSNL and the same are to be collected by the bidder from BSNL's Store Depot. No separate cost (Transportation, Loading/Un-loading, Packing Charges etc.) shall be payable against this. The bidder shall submit his quote taking into consideration of this fact.

Note 2: The ADSS cable accessories supplied (except for poles & stay arrangements) needs to be got tested from QA & Inspection Circle before supplies. The inspection of poles & stay arrangements needs to be done by the concerned BA team. Any type of QA Fees for Testing / Inspection is to be borne by the Contractor.

Note 3: Hindrance Register: Hindrance register shall be maintained as per the hindrance

register format provided below. Following fields are to be added as columns in the register.

Sr.No.
NameofHindrance
ItemsofWorkthatcouldnotbeexecuteddueto Hindrance
DateofStart ofHindrance
DateofRemovalofHindrance
OverlappingPeriod,ifany
NetHindranceinDays
SignatureofContractor/RepresentativeofContractor
WeightageoftheHindrance
NetEffectiveDaysoftheHindrance
SignatureofBSNLOfficial
Remarks

Section-3 Part - B

Technical Specifications

The equipment / material shall be supplied and work shall be executed as per the following specifications and Generic Requirements (GR). All amendments issued by TEC shall also be applicable:

Sl. No.	Item	Details specifications/TECGR
1.	Galvanized steel poles of tubular in design and welded of the length 7 meters and 8 meters	IS2713/1986(Part-1-II)&410SP-3& IS2713/1986(Part-1-II)&410SP-13
2.	GR for Installation Accessories & Fixtures for ADSS OF cable	TEC/GR/TX/OAF-001/03/MAR-17 with subsequent amendment, if any.
3.	Construction of Alignment for laying ADSS OF Cable and splicing	As per Engineering Instructions issued by Inspection & QA Circle of BSNL (Appendix - 'A')
4.	Splicing Chamber	As per details given below
5.	Laying practice for underground OF cable including Trenching, PLB pipe laying, splicing and other related works	As per Appendix – 'B'
6.	GI pipe 65mm (OD)	As per IS:1239 Part-1 2004, Class-B

Note:-

- A. Copy of GRs referred in this document can be obtained from Telecom Engineering Centre (TEC), Khurshid Lal Bhawan, Janpath, New Delhi 110001 on payment of prescribed charges.
- B. Clause by Clause compliance to the GRs and Technical Specifications with page reference numbers of the supporting documents/datasheets must be enclosed along with the bids.
- C. Contractor / Bidder must ensure the compatibility of ADSS accessories and Galvanized Steel Poles.
- D. The Contractor is bound to follow to adhere Standard G.R. / E.I. for the works if not mentioned specifically above.

- i) **Specifications of various pipes and material to be supplied for construction of OFC Routes:** While the various specifications / standards for material to be supplied are given in above, the succeeding paragraphs give out specifications of material to be utilized during the OFC route construction. For lesser depths requiring mechanical protection as per specifications and in built up areas, in towns and cities falling within the municipal limits, suitable mechanical protection is provided to PLB HDPE pipes/coils using full RCC/DWC pipes, round/split RCC/DWC pipes or concreting of size 25 cms x 25 cms reinforced or a combination of any of these as per the written instructions of the Engineer-in-charge. The details of these items is given below:

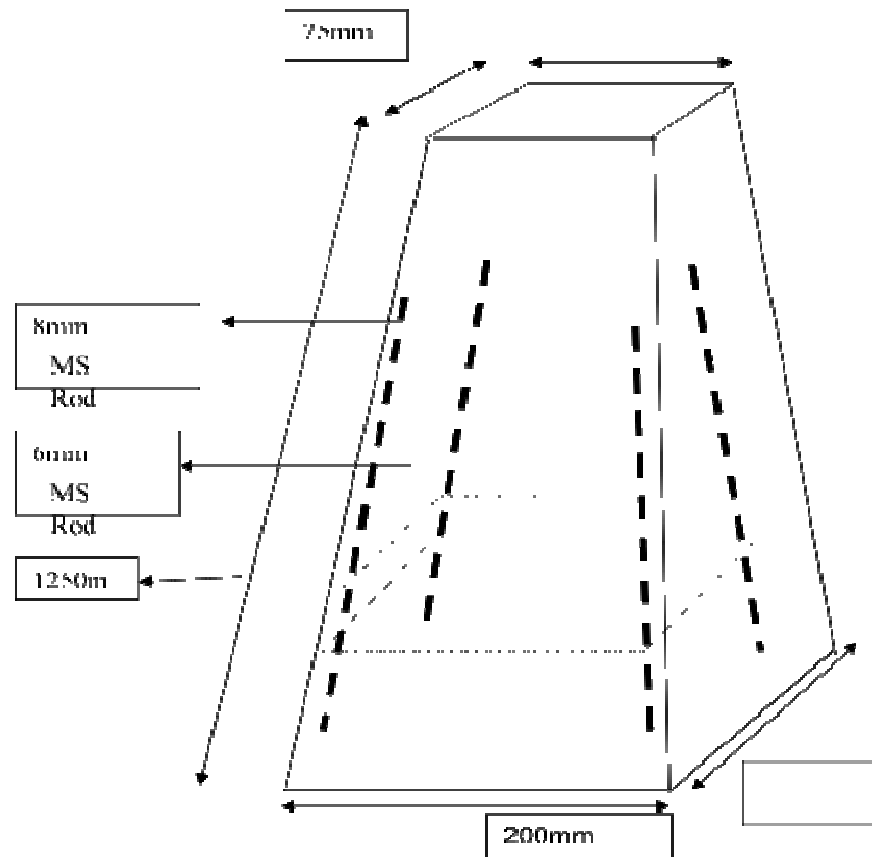
ii) **Specification for concreting the PLB Pipe:**

- a) The normal size of cement concreting shall be 25 cms x 25 cms above the PLB pipe.
- b) The Contractor shall provide all the material required for the cement concreting work at the site. Cement concrete mixture used shall be of 1:2:4 compositions i.e. 1: Cement, 2:Coarse Sand, 4: Graded Coarse Stone aggregate of 20 mm nominal size. Smooth finishing of exposed surface shall be done with a mixture of 1:3 i.e. 1: Cement, 3: Fine Sand.
- c) Portions where cement concreting has been done shall be cured with sufficient amount of water for reasonable time to harden the surface. After curing, refilling of the balance depth of the trench has to be done with excavated soil. It may be noted that no extra payment is admissible for arranging material, labor tools and machine while carrying out the work.

iii) **Route/Joint Indicator:** The route/joint indicators are to be provided at each manhole/joint chamber. In addition, route indicators are also to be placed where route changes direction like road crossings etc. The route / joint indicators embedded in concrete of Trapezium shape. The route/joint indicator made of pre-cast RCC as per specifications given and should have the following dimensions:

Base	-	200 mm x 150 mm
Top	-	125 mm x 75 mm
Height	-	1250 mm

Route Indicator has to be made with RCC 1:2:4 with reinforcement as shown in the figure below. The word 'BSNL OFC' should be engraved on the route/joint indicators. Route indicator is to be painted with yellow colour and Joint Indicators with Red Colour.



Route Indicator diagram

iv) Technical Specifications for Steel Poles

- i) The standard poles for aerial cable installations are galvanized steel poles of the sizes 7 & 8 meters. The Steel poles shall be tubular in design and swaged and shall be as per IS 2713/1986 (Part- I- II). The designation of Steel Poles is 410 SP-3 (for 7 meter length) and 410 SP-13 (for 8 meter length).
 - ii) All poles supplied by the manufacturer shall be hot dipped galvanized as per IS specification (The top of the pole shall not remain open, it is to be sealed with cap).
 - iii) RCC MUFF of 300mm (ID) and 360 mm (OD) shall be provided for mounting the poles. The Muff is to be supplied as per IS 458:2003 , Class: NP2.
 - iv) A lightning spike of 30 cm shall be welded at the top of each pole.
 - v) All other parameters shall be as per IS 2713 / 1986.
 - vi) Marking on each pole shall be done as – “BSNL OFC / year of manufacture”
 - vii) Stay arrangement for poles are to be supplied as per Schedule of Requirement.
 - viii) Coil earthing of pole shall be provided as per requirement **(As per the engineering instruction and instruction of site in-charge)** (Optional Requirement)
- v) **Specification of Spare OF Cable Box:** The Spare OF Cable Box shall be made of iron sheet of 18 SWG thickness. The size of the box shall be 1Mx1Mx 30cm (depth). It shall have two door panel with locking arrangement. Adequate arrangement shall be made inside the box, so that spare OF cable leading from both sides can be coiled in the box with a diameter of 90 cm. The box shall be also be painted.**(Optional requirement)**
- vi) **Specification of Joint Chamber:** The joint chamber is provided at every joint normally at a distance of 2 kms to keep the O.F.C. joint well protected and also to keep extra length of cable which may be required in the event of faults at a later date. The joint chambers are to be made at site using bricks and mortar as per following specifications:-
- vii) **Construction of brick chamber at site:**For constructing brick chamber, first a pit of size 2m x2mx1.8m depth is required to be dug. Then, base of the chamber is made using concrete mix of 1:5:10 (1: cement, 5: coarse sand, 10: graded stone aggregate 40mm nominal size) of size of 1.7m x 1.7m x 0.15m (thickness). Wall of brick chamber having internal dimensions of 1.2m x 1.2m x 1m (H) should be constructed on this base having wall thickness of 9” using cement mortar mix of 1:5 (1: cement, 5: fine sand). The bricks to be used for this purpose should be of size 9” x 4.5” x 3”, best quality available and should have smooth rectangular shape with sharp corners and shall be uniform in colour and emit clear ringing sound when struck. The joint chamber should be so constructed that PLB pipe ends remain protruding minimum 5 cms inside the chamber on completion of plastering. The PLB pipes should be embedded in wall in such a way so that, the bottom brick should support the pipe and upper brick should be provided in a manner that PLB pipe remains free from the weight of the construction. The joint chamber should be plastered on all internal surfaces and top edges with cement mortar of 1:3 (1: cement, 3: coarse sand), 12 mm thick finished with a floating coat of complete cement as per standard. Pre-cast RCC slab with two handles to facilitate easy lifting, of size 0.7 m x 1.4 m and of thickness of 5 cm having one handle for each half in centre and word "OFC" engraved on it are to be used to cover the joint chamber. Two numbers of such slabs are required for one joint chamber. This pre-cast slab should be made of cement concrete mix of 1:2:4 (1: cement, 2: coarse sand, 4:

stone aggregate 6 mm nominal size) reinforced with steel wire fabric 75 x 25 mm mesh of weight not less than 7.75 Kg per sq. meter. The joint chamber is filled with clean sand before closing. Lastly, back filling of joint chamber pit with excavated soil is carried out.

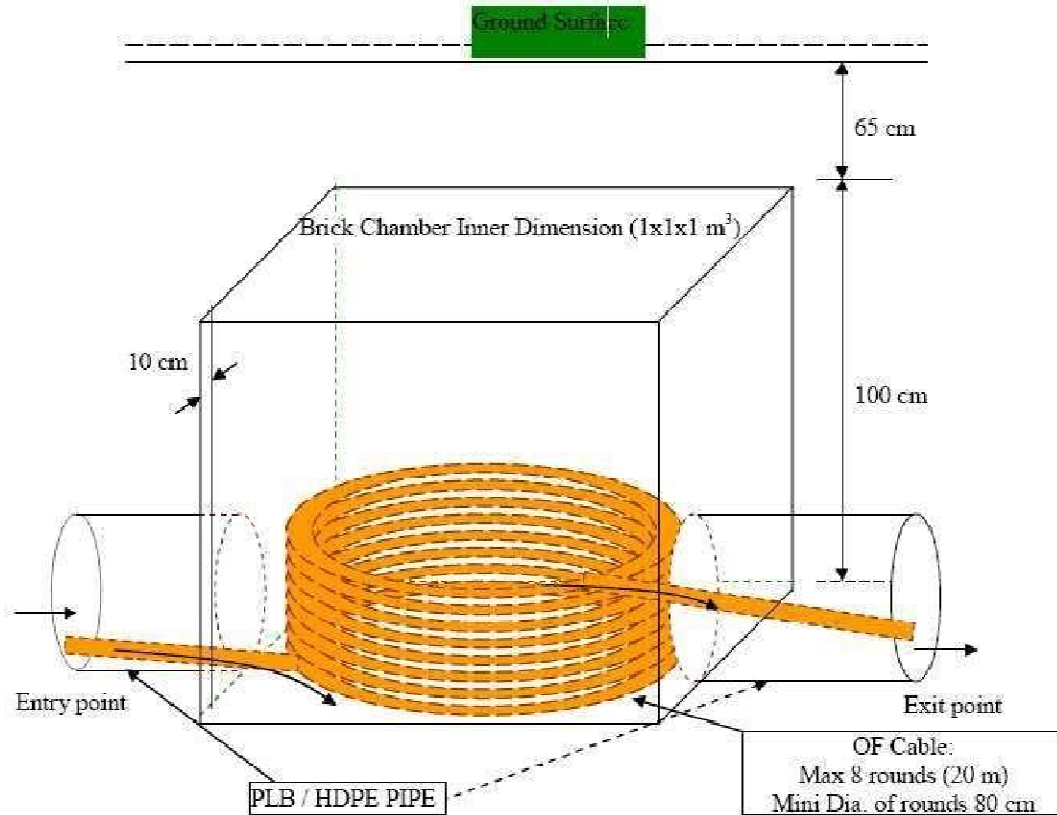


Figure: Block diagram of a brick chamber type Hand hole

OR

Supply and fixing of Prefabricated RCC Closure as Joint Chamber: For supplying RCC Ring, First, a RCC ring closure of size 1.2m Φ (dia) x 0.3m depth and rim thickness 50mm made of standard 1:2:4 concrete mix. It should have a split (with two halves) RCC cover of thickness 50mm made of cement concrete mix of 1:2:4 (1: cement, 2: coarse sand, 4 stone aggregate 6mm nominal size) reinforced with MS fabric 75 x 75 mm mesh of weight not less than 7.75 Kg per sq. meter having galvanized iron handles for each half to facilitate easy lifting, to be used as joint chamber. The word 'OFC' should be engraved on each half of the cover. The joint chamber should be so designed that PLB pipe/PLB Blowing Type/Pre-installed rope ends remain protruding minimum 5 cms inside the chamber. The PLB pipes should be embedded within the chamber in such a way that PLB pipe remains free from the weight of the construction. The joint chamber should be plastered on all internal surfaces and top edges with cement mortar of 1:3 (1: cement, 3: coarse sand) with a floating coat of complete cement as per standard. The joint chamber is to be filled with clean sand before closing.

viii) Earthing

The earthing of the Poles will be done as per the latest Engineering Instructions issued by INSPECTION circle of BSNL. The earthing arrangement at the Poles will be the bidder's responsibility. In case of severe space limitation modern methods of earthing with the approval of BSNL shall be deployed.

Section-3 Part - C

Schedule of Requirement (SoR)

SOR (ADSS)

Business Area: Kalyan BA

S No	Description	QUANTITY	Unit	RATE	AMOUNT
1	Supply of Galvanized steel poles of tubular in design and swaged of the length 7 meters, with top cap welded and lightning spike and including MUFF @ 20 per Km	640	Nos	10204	6530560
2	Supply of Galvanized steel poles of tubular in design and swaged of the length 8 meters, with top cap welded and lightning spike and including MUFF @ 5 per Km	160	Nos	11871	1899360
3	Stay arrangement for 7M/8M steel poles of Galvanised Steel	96	Nos	3840	368640
4	Formed OFC Dead End and Termination Fittings including all supporting items (@ 7/Km) including fixing	224	Nos	1134	254016
5	OFC suspension fittings including all supporting items (@ 18/Km) including fixing	576	Nos	753	433728
6	Adjustable Cable Storage Bracket (@ 5/Km) including fixing	160	Nos	507	81120
7	Erection of 7m / 8m poles including excavation, fixing of MUFF, concreting, curing, Backfilling, Reinstatement, Compaction of earth, Stay arrangements etc. including obtaining Right-of-Way (RoW) permission and sign writing on poles with paint	800	Nos	3631	2904800
8	Slinging / Laying and splicing of ADSS/ AOF including fixing of installation accessories and fixtures etc. Splicing & Jointing of Optical Fibre Cable, Link Testing & Acceptance Testing and makeover of route with As Built Diagram (ABD) of installed Cable routes. This also includes cost towards collection of ADSS Cable / AOF Cable and accessories from BSNL's Store Depot	32	Km	49500	1584000
9	Construction of Joint Chamber of pre-cast RCC/Brick Chamber (to be decided by Site-in-Charge based on Site condition), supply and fixing of 65 mm GI Pipe as per E.I, Fixing / laying of PLB pipe (to be supplied by BSNL), Laying GI Pipe (containing PLB Pipe alongwith OFC) for bringing down the OFC from top of the pole including Splicing, supply of slab for covering the chamber and sand for filling the chamber (SJC/BJC will be supplied by BSNL)	24	Nos	10935	262440

10	Trenching, PLB Laying of underground OF cable inside PLB Pipe / DWC Pipe (at 135 cm depth) , Concreting work on PLB Pipe / DWC Pipes including supply of cement, concrete and curing etc. as per engineering instruction (DWC and PLB will be supplied by BSNL) @ 10 per Km	1000	M	280	280000
11	Laying of PLB pipe	1000	M	5.5	5500
12	Laying of 24 F OFC	1000	M	16	16000
13	Laying of DWC pipe	250	M	8.25	2063
14	Installation of FDF and WSC/OFTB, leading-in arrangement, jointing of pigtailed and other related activity for construction of ADSS/Aerial OFC routes(FDF/WSC/OFTB will be supplied by BSNL) (to be decided by Site-in-Charge based on Site condition)	20	Nos	3457	69140
Total					14691367

Note : Execution of the works at sl no 10 to 13 depends on the site conditions and the quantity may vary.

SOR (OFC Laying by OT/HDD)

Schedule of Rates (SOR) for execution of OFC route/SLA/Transportation/rehabilitation of OFC route with existing duct in all units under CN Tx-W Mumbai			
Sr. No.	Description of item	Unit	Recommended SoR (in Rs)
1	Through rate (see notes) for excavating trenches up to a depth of 165 cms. and back filling the excavated trenches after laying the PLB pipe with or without protection.	Per running meter	
	a) Non-Rocky soil		175
	b) Soft Rock		270
	c) Hard Rock		550
2	Laying of PLB Pipes/Coil of any length including fixing of coupleres (coupled with HDPE sockets and drawing 6 mm PP rope (in trenching)(Rope will be supplied by Contractor))	Per running meter	5.5
3	Horizontal Directional Drilling , 165 cm depth, using HDD machine and pulling/inserting PLB pipe (1 PLB duct)	Per running meter	200
4	Horizontal Directional Drilling , 165 cm depth, using HDD machine and pulling/inserting 2 or 3 PLB ducts.	Per running meter	250
5	Digging of pit (1.5 M x 1.5 M x 165 Cms) for jointing chamber, Construction of brick chamber (internal size of 1 M & 1M x 0.6 M (height) using bricks (double brick) and mortar as per specification, filling bricks chamber with clean sand, placing of cudappa Slabs on brick chamber and back filling of jointing pit. (All materials required for construction of brick chamber and sand shall be arranged by the contractor.) Generally the Top level of the chamber may be maintained 0.5 M below the ground level	Per jointing chamber	4500

6	Digging of pit (1.5 M x 1.5 M x 165 Cms) for jointing chamber, supply and fixing of pre-cast RCC chamber (ring with 60 cm height, 100 Cm Outer Dia, 5 Cm wall thickness with bottom & top cover. Top cover should have 10 Cm thickness and have steel ring along the edges for extra protection) , filling of RCC chamber with clean sand, placing of pre-cast RCC Slabs on RCC chamber and back filling of jointing pit. (All materials required for pre-cast RCC chamber and sand shall be arranged by the contractor.) Generally the Top level of the chamber may be maintained 0.5 M below the ground level	Per jointing chamber	6000
7	Digging of pit for jointing chamber (of size 1.5 mtr. X 1.5 mtr X 1.65 mtr) Fixing of Pre-cast RCC chamber, filling of RCC chamber with clean sand , placing of pre-cast RCC slabs on RCC joint chamber including the bottom & top plate, and backfilling of jointing pit. (BSNL will supply the pre-cast RCC chamber and the contractor has to arrange the sand)	Per jointing chamber	1700
8	Laying & fixing of GI Pipes of any dimension on bridges and Culverts with PLB coils inside including the fixing & tightening of GI couplers	Per running meter	21
9	Laying and fixing of of any dimension on G.I. pipes in trenches for extra protection for PLB Pipe/coils already laid.	Per running meter	13.5
10	Fixing of G.I. Pipes of any dimension outside wall of the river bridge with drilling fixing of fasteners, clamping and nut bolt fixing with safety precautions (BSNL will supply GI Pipes in length of approx. 6 Mtrs)	Per running meter	250
11	Fixing of DWC pipe of any dimension outside wall of the river bridge with drilling fixing of fasteners, clamping and nut bolt fixing with safety precautions (BSNL will supply DWC Pipes in length of approx. 6 Mtrs)	Per running meter	250
12	Wrapping/fixing of the flexible GI sheet over the DWC/GI bridge/canal/culvert clamping. (GI sheet for wrapping is to be arranged by the contractor) in addition to SOR NO:11	Per running meter	50
13	Laying full round RCC Pipes of any dimension in trenches with HDPE pipes/PLB coils inside	Per running meter	20.7
14	Laying half round RCC pipes of any dimension to provide protection on HDPE pipes/PLB coils	Per running meter	11
15	Providing RCC Protection at Site to PLB/G.I/DWC. Pipes reinforced by Weld Mesh, RCC 1:2:4 at site, as per specification given in tender document (20 mm aggregate).	Per Cu. Mtr	4900
16	Road/Rail crossing through horizontal boring method and inserting 50/ 65mm dia. G.I. pipes and pushing PLB pipes/coils inside	Per running meter	446
17	Laying of full round DWC pipes of 63/51 mm dia in trenches for extra protection with HDPE pipes PLB/	Per running meter	8.25

	HDPE/Coils already laid		
18	Laying of DWC pipes of size bigger than 63 mm dia with PLB pipes inside	Per running meter	10.35
19	Laying and fixing of DWC pipes of any dimension on Bridges and Culverts for extra protection for PLB pipe/coils already laid.	Per running meter	15
20	Sub Ducting in 110mm dia pre-laid duct with 1 no of 40 mm dia PLB pipe, Dewatering of Manholes, Cleaning of pre-laid 110 mm pipe by rotating mandril, closing the opening of Manholes, properly, sealing of ends of PLB ducts by selling plugs and replacing existing PP Ropes for ensuring smooth passage for pulling OF cable	Per Mtr per subduct	15
21	Sub Ducting of existing 110mm dia duct upto 3 nos. with 40/33 dia PLB pipe & blowing 6mm PP Rope in all the sub ducts. Dewatering, cleaning, Rodding (If needed) and Duct integrity Test (DIT) of the opening and closing of Manholes, replacing 6 PP Rope by 8mm PP Rope. (BSNL will supply PLB coil. All other materials needed shall be provided by the Contractor)	Per running meter per subduct	25
22	Opening/Cleaning of existing joint chambers for splicing and refilling by fine sand (to be arranged by bidder) and closing by reinstating at the site specified by the SDE/JTO incharge.	Per No.	1250
23	Opening/Cleaning of existing manholes (in civil ducts) including de-watering and closing the manhole (Pump sets, ladder and other items to be arranged by bidder) at the site specified by the SDE/JTO incharge on stand alone basis.	Per No.	600
24	Manual pulling of O.F. Cable , including opening of manholes/required number of pits, Sealing of PLB by Rubber Bushes in Manholes, providing HDPE/RCC Split Pipes in manholes/Back filing of Manholes for 6/12/24 F O.F Cable	Per running meter	14.5
25	Manual pulling of O.F. Cable , including opening of manholes/required number of pits, Sealing of PLB by Rubber Bushes in Manholes, providing HDPE/RCC Split Pipes in manholes/Back filing of Manholes for 48 F O.F Cable	Per running meter	16
26	Manual pulling of O.F. Cable , including opening of manholes/required number of pits, Sealing of PLB by Rubber Bushes in Manholes, providing HDPE/RCC Split Pipes in manholes/Back filing of Manholes for 96 F O.F Cable	Per running meter	18
27	Blowing of 24 F in existing/old Duct, including opening on Man Holes/required number of pits, Cleaning of existing/old duct pipes, Blowing of Optical fiber Cable, Sealing of PLB by Rubber Bushes in Manholes, providing HDPE/RCC Split Pipes in manholes/Back filing of Manholes.	Per running meter	16

28	Blowing of 48F in existing/old Duct, including opening on Man Holes/required number of pits, Cleaning of existing/old duct pipes, Blowing of Optical fiber Cable, Sealing of PLB by Rubber Bushes in Manholes, providing HDPE/RCC Split Pipes in manholes/Back filing of Manholes.	Per running meter	18
29	Blowing of 96 F in existing/old Duct, including opening on Man Holes/required number of pits, Cleaning of existing/old duct pipes, Blowing of Optical fiber Cable, Sealing of PLB by Rubber Bushes in Manholes, providing HDPE/RCC Split Pipes in manholes/Back filing of Manholes.	Per running meter	20
30	Cable pulling in Civil Duct in Big cities along with cleaning of mud from chamber, dewatering of chamber & cleaning of sub duct with iron brushes (BSNL will supply OF Cable, 8mm PP rope, Rubber bush, The Contractor shall arrange all other material required for work) (24/48 F OFC)	Per running meter	42
31	Digging of pit 1 meter towards jungle side on each manhole/joint chamber for fixing of route/joint indicator, fixing and concreting of routes/joint indicator . Painting and sign writing of route/joint indicators. (The BSNL will supply route/joint indicators only. The contractor shall arrange all other materials required for the work).	Per indicator	330
32	Documentation (6 copies of documents for each route/section = one set)	Per set	Rs 3000 for section length till 10 Km, 4500 Km for section length between 10-20 Km, Rs 6000 for section length between 20- 30 Km & Rs 7500 for sections with length above 30 Km
33	GPS Mapping with longitude/lattitude (with +/-0.5 M accuracy) at every 10 Meter of trench/Turning/Road/Railway/Water pipeline/Gas pipe lines/Cannel crossings, HDD Entry/Exit/coupler points, ERM, RCC Route Indicator, Joint Indicators, Man hles, major land marks etc, Documentation (6 copies of documents for each route/section=one set)	Per set	3000 upto 30 km section and 5000 above 30 km section
34	Providing retaining wall at required places as per specification	Per Cu. Mtr	2500

35	Splicing/Termination of all the fibres of Optical Fiber cable & fixing joint closures at every joint and making termination at the ends. For 24F/48F/96/288 OFC-Single Fibre. It includes opening of Chamber, removal of filled sand, refilling of sand and closing of chamber. The splice loss should be within the prescribed BSNL Standard/AT Standard (The contractor shall arrange splicing machine, OTDR, Tool kit, Portable Generator, etc. and Joint Clouser / OFTB will be supplied by BSNL.)	Per joint/termination	24F--2500, 48F- - 3600, 96F - 4000, 288F - 4500
36	Cost to be recovered against empty cable drum	Per drum	400
37	Supply of RCC Route/Joint indicator with 125 Cms height and as per specification.	Per indicator	400
38	Supply RCC ring/Ferro cement joint box set (ring with 60 cm height, 100 Cm Outer Dia, 5 Cm wall thickness with bottom & top cover. Top cover should have 10 Cm thickness and have steel ring along the edges for extra protection)	Per set	4300
39	Supply of GI pipes 50 mm, B class	Per running meter	220
40	Supply of GI pipes 65 mm, B class	Per meter	295
41	Supply of wired mesh SWG	per Sq. Feet	42
42	Supply of fine sand for joint chamber (max 1 cum)	Per Cu. Mtr	1250
43	Earthing of armoured OFC . Work involves the provision of earthing at joints/termination of armoured OFC with value less than 5 Ohm. Work involves supply of earthing rod- 1 nos, chemical bag- 2 nos, rock salt 10 kg, 8 gauge copper wire - 0.5 Kg, lugs-2 nos, brass nut bolt- 2 set and digging of earthing pit. Including the earthing of joints and termination upto distance of 5 M.	Per earthing	4200
44	Providing 10 mm flexible copper wire for earthing (if the distance of earthing pit from termination is more than 5 Meter)	Per running meter	120
45	Fixing of copper wire between earthing pit to termination (if the distance is more than 5 M)	Per running meter	20
46	Micro trenching (Cutting with specialized rockwheel or rock-saw attachments into existing pavement or soil. A vacuum system is to be connected to the cutter wheel to immediately divert and transport the cut material away from the worksite. Back filling with a special grout compound for stability and surface restoration after laying of PLB. Trench width upto 2.25 inch and depth upto 12 ")		350
47	Conducting DGPS survey of forest land including the registration and permission.	Per Km	17000

48	Preparation of KML/KMZ file and Geo Reference Map (in hard and soft copy)	Per set	8000
49	Rates for trial pit (Digging of pit of 100 Cms length, depth 165 Cms, width (top 45 Cms, bottom 30 Cms). Pro-rata payment for less depth	Per pit	175
50	Rates for Leading in of OF cable from Exchange manhole to Transmission room by supplying and providing Rigid PVC pipes/ PVC Hoses/flexible Green hose pipe and clamping of the same along the wall/lacing over the runway.	Per running meter	100
	<u>Rates for OFC Maintenance tender</u>		
51	Hiring of Hydraulic excavator (3D) with driver and fuel (JCB/Poclaim)	Per hour	1125
52	Provision of patrolling/guarding	Per day per patroller	600
53	Erection and tightening of overhead cable on existing post /trees/any other infrastructure support or dehoisting of overhead OFC cable and its recovery coiling and keeping at nearest OFC Station. (The material/other infrastructure for erection/tightening/making OFC overhead/dehoisting of overhead OFC shall be born by the contractor)	per running meter	20
54	Erection and fixing of posts with accessories for Overhead Optical Fibre cable laying, upto 1 M deep under the earth surface (Post will be supplied by BSNL)	Per Post	225
55	Formation and fixing of stay for support of post (Support wire and other material will be supplied by BSNL)	Per stay	175
	<u>Rates for transportation tender</u>		
56	Transportation of material from designated point A to site: Transportation including loading & unloading of material by LCV in TATA 407/Tempo traveller or other vehicle in similar category. As per market rates	Per km per Metric Ton	
	1) For Less than 300Km rate per MT		18
	2) For more than 300Km rate per MT		16
	<u>SoR for rehabilitation of OF cable using existing duct</u>		
57	Identification of PLB Duct/Damage portion by air blowing machine method including average excavation of 07 pits per Km and blowing of OFC cable (24F/48 F)	per running meter	25
58	Additional pits (if required) over and above 07 pits per km	per pit	175
59	De-blowing, (re-pulling) and coiling of recovered cable to drums after rectification of damaged PLB Pipe in complete route	per running meter	14

60	Updation of existing RID (Route index Diagram)/ preparation of new RID including GPS Mapping with longitude and latitude at the interval of 50 meter or as per existing excavated pits using duct locator (6 copies of documents for each route/section = one set)	per set	4500
Note : 20% etc rate can be provided for all the above items where the execution of work is within the jurisdiction of Metro cities Mumbai, Pune Ahmedbad . 10% extra rates can be provided for main cities i.e Nagpur, Bhopal, Raipur and for Goa) . This addition is to be done while finalising the rates for estimation of tender value			

- **The work of trenching and OFC blowing will be dependent on the actual site condition and the work need to execute as per the directions of the site in charge.**

The successful bidder can carry out the work by either by OT/HDD in consultation with the site in charge beyond the quantity of HDD specified in the tender document. The lowest rate among the rates of OT/HDD mentioned in the tender document shall be paid to the vendor against such works which is over and above the quantity mentioned in the tender.

- The above Schedule of Rates are inclusive of all levies and charges but excluding GST which shall be paid extra as applicable.
- The list of items mentioned above is not exhaustive and it may be suitably modified as per requirement of the Circle/Field units with scope of work precisely defined for each item in the tender document.
- The above Schedule of Rates is for the cable laying works to be carried out as per the description of various items as specified in the Engineering Instructions and Construction Specifications for OF cable laying works issued by BSNL.

Note:

- 1) Bidder shall furnish the detailed Bill of Material (BOM) for each item as per SoR (BoI or BoQ) item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SoR item. The priced Bill of Material should be submitted in the envelope containing the price bid and the un-priced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the un-priced BOMs.
- 2) The breakup of all items of services shall be furnished by the bidder. The payment will be made as per actual quantity utilized during execution.
- 3) RoW permission wherever required will be obtained by the bidder. The RoW charges will be paid by BSNL on submission of demand note by the bidder issued by concerned civic authority.

Section-4 Part - A

General Instructions to Bidders (GIB)

1. Definitions

- (a) **"The Purchaser"** means Bharat Sanchar Nigam Ltd. (BSNL), New Delhi.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in a simulated field environment and includes stability, reliability and environmental tests.
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to the general public of that country or to other telecom operators of the same country.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- (k) **"Bid Validity Period"** is the duration during which BSNL will convey its intention to procure tendered material by way of issue of Advance Purchase Order.
- (l) **"Contractor/ Bidder"** means who supplies goods and services for comprehensive construction of ADSS OF Cable {Type A-I/ Type A-II}, including Supply & installation of related ADSS OF Cable accessories, supply and erection of 7m/8m tubular poles along with associated accessories, slinging of ADSS Cable, testing and commissioning.

2. Eligibility Conditions:

2.1 Kindly refer to Clause 4 of Section-1 i.e., Detailed NIT.

3. Cost of Bidding

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

4. Documents Required

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

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

5. Clarification of Bid Documents

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser through GeM portal. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, through GeM as per GeM T & C.

5.2 The clarifications are to be sent via GeM portal

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

6. Amendment of Bid Documents

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

6.2 The amendments will be done in GeM and these amendments will be binding on them.

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

7. **Documents Comprising the Bid:** As per GeM terms and conditions and BSNL Tender document.

8. **Bid Form:** To be submitted as per GeM terms and conditions and BSNL Tender document

9. **Bid Prices:** To be submitted in GeM portal as per details given in Price Schedule at Section-9 Part-B (BOQ)

10. **Documents Establishing Bidder's Eligibility and Qualification**

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also needs to be submitted.
- b) Type Approval Certificate given by Telecom Engineering Centre (TEC)/TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (Copy of Form QF 103 be attached) **(Not Applicable)**.
- c) Inspection Certificate issued by BSNL (QA) OR Experience/Supply/Performance Certificate as per tender clause format as proof of execution of educational/Commercial Order **(Not Applicable)**.
- d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1 and Section-4 Part-B.
- e) Power of Attorney as per Clause 14.3(a) and (d) and authorization for executing the power of Attorney as per clause 14.3(b) or (c).
- f) Undertaking duly signed by front bidder and its technology/consortium/partner stating that both of them shall be liable for due performance of the contract jointly and severally ---**This clause is not applicable for this tender.**
- g) Certificates from all Directors of the bidder Company/ Partners or proprietor of Firms stating that none of their near relatives are working in BSNL in accordance with Clause 34.
- h) Certificate of incorporation, if applicable.
- i) Copy of crossed Canceled Cheque.
- j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case maybe.
- k) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence.
- l) Declaration to FORM-1 (on company's letter head) as per Clause 8 of DOT notification 18-10/2017-IP dated 29th August 2018. (Please refer to DOT website) FORM-1 is given in Section 7(G). The Local Content percentage claim must be clearly mentioned.
- m) Any other documents asked in tender and not mentioned above.

10.2 **Documentary Evidence for Financial and Technical Capability**

- a) The bidder shall furnish audited Annual Report of last three Financial Years 2023-24, 2024-25 and 2025-26 in support of its financial capability. In case of non-availability of Audited annual report for the last FY, unaudited Financial Statements certified by Chartered Accountant of/for the bidder Company/firm may be submitted.

- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval OR in case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

10.5 Deleted.

10.6 Deleted.

10.7 Deleted.

11. Documents Establishing Goods' Conformity to Bid Documents

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- (a) a detailed description of goods with essential technical and performance characteristics;
- (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser,---**This clause is not applicable for this tender.**
- (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part-A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions may be rejected.

The bidder should mention "Fully complied" to all clauses and no ambiguous terms will be accepted.

11.3 For the purpose of compliance to be furnished pursuant to the Clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalog number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. Bid Security / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

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

- a) A proof regarding valid registration with the body specified by the Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSE should be valid on the date of opening of tender.
- c) MSE units are required to submit its monthly delivery schedule.
- d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO / Lol& not submit the required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non- responsive at the bid opening stage.

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to Clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with Clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to Clause no. 24.4 & 27.3 of this section.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently;

OR

- b) If the bidder does not accept the APO/AWO and/or does not submit PBG & sign the contract/ agreement in accordance with Clause 28.

Note: The bidder shall mean individual/company/ firm, as applicable.

13. Period of Validity of Bids

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

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an

extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14. Format and Signing of Bid

14.1 The bidder shall submit his bid, online, complying with all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures by the authorized person and then uploaded on e-tender portal. The letter of authorization shall be indicated by written Power-of-Attorney accompanying the bid.

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

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

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.**
- (b) The power of Attorney can be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.**
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.**
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.**
- (e) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company and authorization for executing the Power of Attorney as per Clause 14.3 of Section-4 Part-A of the tender document. The letter of authorization shall be indicated by written Power of Attorney accompanying the bid.**
- (f) In case, authorized signatory of the bid (i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate (DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.**

15. Sealing And Marking Of Bids (Not Applicable for e-Tendering)

15.1 The bid should be submitted as per Clause 3 of Section-2 (Tender Information).

16. Submission of Bids

16.1 Bids must be submitted online by the bidders on or before the specified date & time indicated in Clause 6 of Section-1 i.e. DNIT.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include an alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17. Late Bids

17.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser.

18. Modification and Withdrawal of Bids

18.1 The bidder may modify, revise or withdraw his bid after submission prior to the deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per Clause 15.

18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. Opening of Bids by Purchaser: As in GeM portal.

20. Clarification of Bids

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

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

21. Preliminary Evaluation

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

- 21.2** Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3** If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4** Prior to the detailed evaluation pursuant to Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5** A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6** The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. Evaluation and Comparison of Substantially Responsive Bids

- 22.1** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 21.
- 22.2** The evaluation and comparison of responsive bids shall be done on the basis of average price per KM calculated as per Section-2 Clause 4 based on net cost to BSNL on the prices of the goods/services (including GST) as per col. 13 of Price schedule in Section-9 Part-B of the Bid document after arithmetical correction in the manner laid down in Clause 21.2 above but excluding taxes which are creditable to BSNL.
- a. Duties, Taxes & Cesses for which the firm has to furnish GST Challans/Tax Invoices will be indicated separately in the PO /APO.
 - b. Bidders should furnish the correct HSN / SAC classification Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
 - c. In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties, Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser

to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

- d. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- e. If the bidder fails to furnish necessary supporting documents i.e. Tax invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.
- f. If the bidder fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the bidder.
- g. If the bidder does not disclose the correct details on the invoice or on the GSTIN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the bidder.

23. Contacting the Purchaser

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

24. Placement of Order

- 24.1** The Purchaser shall consider placement of orders for commercial supplies of goods and services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2** The ordering price of any bidder shall not exceed the lowest evaluated item price. However, at a later stage if there is any increase in Govt. duties / taxes within Scheduled Delivery Date (SDD), the unit prices with applicable revised duties / taxes will be paid to suppliers irrespective of their ranking viz., L1/L2/L3.....etc. keeping other levies & charges unchanged.
- 24.3** The purchaser reserves the right for the placement of order of the entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4** In the event of L2 and so on bidders refusing to accept its package de-rated to the price of L1 bidder, BSNL reserves the right to place the order for the entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in Clause 4 (Distribution of Quantity) in Section-4 Part-B, shall be supplied by the L1 bidder as part of the whole contract.

24.5 If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for performance of the contract or otherwise withdraws from the procurement process, the BSNL shall re- tender.

25. Purchaser's Right to Vary Quantities

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 25% of the additional quantities of goods and services contained in the running tender/ contract within a period of eighteen months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

26. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

26.2 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, doesn't prejudice or affect the relative ranking of any bidder.

27. Issue of Advance Purchase Order

27.1 The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

27.3 L-1 Bidders may be issued an Advance Purchase / work order in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered

quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section-4 Part-A.

28. Signing of Contract

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to Clause 27, the Purchaser shall discharge the bid security in pursuant to Clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to Clause no. 24.4 & 27.3 of this section.

29. Annulment of Award

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

30. Quality Assurance Requirements

The supplier shall have Quality Management System supported and evidenced by the following:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/ vendors, manufacturing and packaging process for supplying quality products
- d) System of Inward Good Inspection.
- e) System to calibrate and maintain required measuring and test equipment.
- f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- g) Configuration management and change-control mechanism.
- h) A quality plan for the product.
- i) Periodical internal quality audits.
- j) A 'Quality Manual' detailing the above ORAn ISO-9001 Certificate with Type Approval Certificate (TAC)/ Infrastructure Assessment Certificate/Technical Specifications EvaluationCertificate (TSEC) issued by "QA Circle" shall be furnished.

The ADSS cable accessories supplied (except for poles & stay arrangements) needs to be got tested from QA & Inspection Circle before supplies. The inspection of poles & stay arrangements needs to be done by the concerned BA team. Any type of QA Fees for Testing / Inspection is to be borne by the Contractor.

31. Rejection of Bids

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section-4 Part-A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4 Part-A: If the eligibility condition as per Clause 2 of Section-4 Part-A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section-4 Part-A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2(c) of Section-4 Part-A: If Clause-by-Clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part-A, General Commercial Conditions, Section-4 Part-B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Part-B Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Section-4 Part-A Clause 9.5 on discount which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

- 31.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31.1(b) of Section-4 Part-A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically violation of tender condition if any.
- 31.3** Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4** The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5** If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants

desirous to be present on the occasion.

32. Action by Purchaser against Bidder(S)/ Vendor(S) in case of Default

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

- a) Does not supply the goods and services in time;
- b) Performance of Material and services are not satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1 Purchaser will take action as specified in Appendix-1 of this section.

33. Clause Deleted

34. Near-Relationship Certificate

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units*

34.2 *Unit, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the “BSNL unit” is defined as “Business Area (BA)”.
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the “BSNL unit” is defined as “BSNL Circle”.
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), “BSNL unit” is defined as “BSNL as a whole”.

34.3 In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners. In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, but excluding following:

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State

34.4 Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be canceled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife

(daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.6 The format of the certificate is given in Section-6(B).

35. Verification of Documents and Certificates

- The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false/ fabricated/ tempered/ manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

36. Security Clause as per Latest Guidelines and Requirement

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

37. Reservation/Procurement from MSE units:Not applicable for this tender.

Appendix-1 to Section-4 Part-A

S.No.	Defaultsofthebidder/vendor.	Actiontobe taken
A	B	C
1(a)	Submittingfake/forged	i) RejectionoftenderbidofrespectiveVend r. ii) Banning ofbusinessfor3yearswhichimplies barring further dealing with the vendor forprocurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non- acceptanceoffuthersupplies/ work & services except to make thealreadyreceived material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/or EMD/ PBG;	
	b) Certificateforclaimingexemptioninrespectof tender fee and/ or EMD;	
	c) and detection of default at any stagefromreceipt of bids till award of APO/ issue of PO/ WO.	
	Note1: Deleted.	
	Note2: Paymentforalreadyreceivedsupplies/completedworkshallbemadeasperterms&condition sof PO/ WO.	
1(b)	Submitting fake/forgeddokumentstowardsmeeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc. and as supporting documents	

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

	coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following:	implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, Suppliers/Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. Suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and/or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/WO. ii) Undertake purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and/or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Undertake purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the Non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible or return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' Clause 21 of Section-5 Part-A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5: The claims may be submitted with or without collusion of BSNL Executive/employees.	
	Note 6: This penalty will be imposed irrespective of the fact that payment is Disbursed by BSNL or not.	
7	Network Security/ Safety/Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/VO. ii) Banning of business for 3 years which Implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment's but not limited to these elements and/ or any other TSP through BSNL.	
		iv) Legal action will be initiated by BSNL against the Vendor if required.

	c) Tamper with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer For unauthorized use i.e. to threaten others/ spread improper news etc. e) Undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, if the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, if the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/or material is acceptable with degraded

		performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suit in appropriate court.
	b) In spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	

	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provisions of this tender.		
Note 8: In case of clash between these guidelines & provision of this tender, the provision in this tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/AMC / CAMC which will continue along with settlement of Bills.		

Section-4 Part - B

Special Instructions to Bidders (SIB)

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

1. Eligibility Conditions:

The eligibility conditions for participating in the tender are as given in Clause 4 of Section-1– Detailed Notice Inviting Tender.

2. Bid Security:

The bank guarantee/DD for bid security as prescribed in Clause 12 of Section-4 Part-A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in **Section-7 A** on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. Public Procurement (PMI: Preference to Make in India) & Local Content (LC):

In accordance to guidelines of GoI issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020, Concurrent application of PPP for MSE order 2012 and Public Procurement (Preference to Make in India) order 2017' notification dated: 18.05.2023 and its subsequent amendments and guidelines etc., in order to encourage make in India and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured equipment envisaged to be procured through this tender. A copy of the aforesaid Notifications/ Guidelines/ Amendments can be downloaded from Department of Promotion of Industry and Internal Trade website i.e. URL www.dipp.gov.in. Purchase preference for domestic manufacturers, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender document.

As per aforementioned guidelines there shall be three categories for manufacturers/ bidders:

- a) Class-1 Local bidder: A bidder or service provider whose goods, services or works offered for procurement meets minimum 'Local Content' of 50%.
- b) Class-2 Local bidder: A bidder or service provider whose goods, services and works offered for procurement meets minimum 'Local Content' of 20% but less than 50%.
- c) Non-Local bidder: A bidder or service provider whose goods, services and works offered for procurement has 'Local Content' less than 20%.

The Local Content shall mean the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the

item (including all custom duties) as a proportion of the total value, in percent.

The bidder willing to avail benefits of PP-PMI needs to submit a self-certification as per format at Section-7(G), along with the bid that the items (comprising all goods and services) offered as package in this tender meets the minimum local content. The bidder must clearly mention local content percentage claim, to avail benefits of PP-PMI.

4. Distribution of Quantity:

- 4.1** Work will be awarded to one bidder i.e. L1 bidder, in accordance to 'Concurrent application of PPP for MSE order 2012 and PP (PMI) order 2017' notification dated: 18.05.2023 and its subsequent amendments and guidelines etc.

Submission of tender will bind the tenderer to the acceptance of all conditions specified in the tender documents. Conditional offer will not be accepted and will be rejected straightway.

However the distribution of allocation of work area will be sole discretion of the tender approving authority.

Note 1: The quantity indicated in SoR is tentative.

- 4.2** The price of material and services shall be quoted separately as per format given in BoQ, uploaded with tender documents on CPP Portal.

5. Submission of Experience Certificate for ADSS OF Cable Construction Work:

Preferable Proforma for Experience Certificate

1. The bidder shall furnish the name and address of the telecom service providers/IP etc. for whom the bidder had undertaken ADSS OF Cable construction work in past, in the following format:

Sr. No.	Name of TSP/IP (with address, contact no. & email id)	Detail of work and quantity completion	Date/month of completion	Detail of certificate obtained from user (to be attached)	Amount paid (in Rs.)

2. Performance experience certificate(s) from concerned TSP/IP/Other agency are to be submitted preferably in following format:

Certified that M/s (name of bidder/contractor) has undertaken ADSS OF Cable construction work in our organization as per details given below:

Sr. No.	Detail of work and quantity completed	Qty. Completed (in Kms)/Qty. supplied	Date/month of completion	Amount paid (in Rs.)

The performance of the bidder/contractor was found satisfactory.

(Signature, Name of user, Address and Contact details)

In case any other format is used for providing certificates, all the above mentioned details must be available in the certificates.

6. **The following Clause of Section-4 Part-A are amended as per details given below:**

Clause no.	Modification done
Clause no. 10.1 (b)	Not applicable
Clause no. 10.1(c)	Not applicable

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

- a) **Measurement of depth of trenches:** The cable routes of one work order shall be divided into a number of segments each of maximum 200 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, the length of the segment may be maintained at 200 meters. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters in the multiples of 5 cms. For example 97 cms will be recorded as 95 cms And 103 cms as 105 cms. The points of measurements shall be at a distance of 10 meters starting from 0 (Zero) meter. For example, if the length of segment is 75 meters, the POMs shall be at 0 M, 10 M, 20 M, 30 M, 40 M, 50 M, 60 M, and 70 M. The last POM shall be at 75thM to be recorded against residual POM.

- b) **Payment for lesser depth cases:** The payment for subnormal depth will be calculated as per formulae given below:-

$$P = RA \times D / ND$$

P = Payment to be made

RA = Approved rate of trenching per meter for 1.65 meter depth

D = Actual depth in cm.

ND = Nominal depth of trench for which the tender has been floated i.e. 165 cm

- c) **Measurement of lengths and profiles of strata and protection:** The measurements of length of trenches are on a running meter basis, irrespective of type of soil encountered while digging. The type of protection provided (item wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.
- d) **Measurement of length of cable:** The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/ Measuring Tape. The length should be cross- verified with the marking of lengths on the cables. The lengths shall be recorded in a sheet provided in the measurement book.
- e) **Measurement of other items:** The measurement/numerical details of all items mentioned in SOR shall be recorded in the measurement book provided for this purpose.
- f) The contractor shall sign all the measurements recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, than in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

- g) The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document 'procedures for underground cable construction' and bills will be passed only when he is personally satisfied of the correctness of entries in the "Measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks, however such test pits shall not be more than 10% of the cable laying work.
- h) The measurement books are to be maintained by Site in-charge of BSNL. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be signed & dated by the bidder. The measurement books shall invariably be consulted at the time of making final payments to the bidder. The measurements of various items of work shall be taken and recorded in the measurements book. The measurements shall be taken and recorded by Site in-Charge of BSNL, which will be countersigned by the bidder. Bidder shall be directly responsible for accuracy of measurements. The Site in-charge of BSNL will be responsible for conducting measurement for 100% work, The Divisional Engineer in-Charge will verify 10% of measurements/ works at different locations on sample basis.
- i) **Measurement of lengths and profiles of strata and protection:** The measurements of length of trenches are on running Meter basis, irrespective of type of soil encountered while digging. The type of protection utilized (item wise) to include RCC Half Round and Full Round Pipe, DWC HDPE Pipe, GI Pipe, MS Weld Mesh etc. in a segment shall be recorded in the measurement book in the sheet provided for this purpose.
- j) **Measurement of length of cable:** The length of cables laid in trenches, through pipes and through ducts shall be measured by use of OTDR. **The payment for Services component shall be made as per the RODO Meter readings and not as per the OTDR readings.** The length should be cross-verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
- i) **Measurement of other items:** The measurement/ numerical details of other items shall be recorded in the sheets provided for respective items viz.
- Digging of joint pit/manholes and preparation of chambers along with details of its dimensions and location.
 - Fixing, Painting and sign writing of route/joint indicators.
 - Termination of Cable in equipment room and no. of joints.
 - Record splice loss details for each joint.
 - Details of all accessories.
 - Detail of protection pipes used
- ii) The bidder shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the bidder, of measurements recorded in the MB. In case bidder fails to attend at the measurements or fails to countersign or to record the difference within a week, than in any such events the measurements taken by Engineer- in-charge shall be final and binding on the bidder and the bidder shall

have no right to dispute the same.

- iii) **Site Order Book:** The Bidder shall also maintain a Site Order Book for each link. The site order book is one of the primary records to be maintained by the supervisor supervising the work during the course of execution of works. The noting made by supervisor will form as basis for operation of many contractual clauses. The bidder shall remove all the defects pointed out by BSNL in the Site order book. The site order book is to be maintained in a standard format. The bidder or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the bidder.

8. Measurement of ADSS OF Cable:

- (a) **Measurement of length of cable:** The length of cables laid over poles / overhead alignment shall be measured by use of OTDR. **The payment for Services component shall be made as per the RODO Meter readings and not as per the OTDR readings.** The length should be cross-verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
- (b) **Measurement of other items:** The measurement/ numerical details of other items shall be recorded in the sheets provided for respective items viz.
- Digging of joint pit and preparation of chambers along with details of its dimensions and location.
 - Termination of Cable in equipment room and no. of joints.
 - Record splice loss details for each joint.
 - No. of poles used in the routes.
 - Details of all accessories used
- (c) The bidder shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the bidder, of measurements recorded in the MB. In case bidder fails to attend at the measurements or fails to countersign or to record the difference within a week, than in any such events the measurements taken by Engineer- in-charge shall be final and binding on the bidder and the bidder shall have no right to dispute the same.
- (d) **Site Order Book:** The Bidder shall also maintain a Site Order Book for each link. The site order book is one of the primary records to be maintained by the supervisor supervising the work during the course of execution of works. The noting made by supervisor will form as basis for operation of many contractual clauses. The bidder shall remove all the defects pointed out by BSNL in the Site order book. The site order book is to be maintained in a standard format. The bidder or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the bidder.

9. Storing/Warehousing of Materials:

Warehousing services shall be provided by the Bidders as part of the implementation services. **The bidder shall be responsible for safety and security of various materials available in warehouse or at site locations. The Contractor shall be responsible to have Comprehensive Insurance for Safety and Security against Theft, Fire etc.**

of various materials available in warehouse or at site locations including ADSS Cable, PLB, DWC, SJC/BJC supplied by BSNL.

10. Payment Terms for Right of Way (RoW) Charges

- a) Getting RoW permission from civic authorities like Municipal Corporations, Gram Panchayats, Development authorities, Electricity department, PWD, NHAI or any other concerned authority as required, will be the responsibility of the bidder with reference to application of RoW at appropriate place like Gati Shakti Portal etc. BSNL official at BA will facilitate the bidder in getting RoW permission, if required.
- b) Payment of RoW charges is to be done by BSNL on submission of demand note by contractor as issued by concerned civic authorities.
- c) RoW charges shall not be paid in case they are waived off and also in case of bank guarantee/ security deposit given by the bidder to Road Authorities / local bodies. In such cases, actual value of restoration charges levied by concerned authority shall be payable.
- d) The Bidder shall not be penalized if the works are stopped by RoW agencies provided the resources have been deployed and/or delays on account of RoW permissions.

11. Deleted.

- 12.** The delivery of equipment / material shall be made initially for meeting requirement of two months i.e. the material required for consumption in the Project within two months shall only be Supplied initially and same will be periodically replenished by the bidder.**(Not Applicable)**

13. Safety Precautions:

- (a) **Safety Precautions when excavating or working in excavations close to electric cables:** The Engineer-in-charge of the work should get full information from Electricity undertaking regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be preceded with close consultation with them. Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power Cables, not laid in conduits, are usually protected from above by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always to drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved.

At least one more man should be working nearby so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be contacted to do the needful. If an electric cable is damaged even slightly, it should be reported to the Electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is

generally dangerous, even low voltage proving fatal in several cases.

- (b) **Electric shock-Action and treatment:** Free the victim from the contact as quickly as possible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands as his body may be energized while in contact. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every moment of delay is serious, so, in the meanwhile, a doctor should be called for.
- (c) **Safety Precautions while working in Public Street and along railway lines:** Where a road or footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. Excavation work should be done in such a manner that it will not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable bridges over open trenches should be so planned that these are required for the minimum possible time. Where bridges are constructed to accommodate vehicular traffic and is done near or on railway property, it should be with the full consent and knowledge of the competent railway authorities.
- (d) **Danger from falling material:** Care should be taken to see that apparatus, tools or other excavating implements or excavated materials are not left in a dangerous or insecure position so as to fall or be knocked into the trench thereby injuring any workman who may be working inside the trench.
- (e) **Care when working in Excavations:** Jumping into a trench is dangerous. If it is deep, workmen should be encouraged to lower themselves. Workers should work at safe distance so as to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire or sharp objects they should be removed carefully. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position that it is likely to cause any accident or obstruction to a roadway or waterway. If possible the excavated material should be put between the workmen and the traffic without encroaching too much on the road.
- (f) **Danger of cave in:** When working in deep trenches in loose soil, timbering up/shoring the sides will prevent soil subsidence. The excavated material should be kept at sufficient distance from the edge of the trench or pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunnelled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.
- (g) **Protection of Excavations:** Excavations in populated areas, which are not likely to be filled up on the same day should be protected by barriers or other effective means of preventing accidents and the location of all such openings must in any event be indicated by red flags or other suitable warning signs. During the hours from dusk to dawn, adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risk and responsibility is involved. Notwithstanding adoption of the above mentioned precautions, works involving excavations should be so arranged as to keep the extent of opened ground and the time to

open it to a minimum.

- (h) **Precautions while working on roads:** The period between half an hour after sun-set and half an hour before sunrise, and any period of fog or abnormal darkness may also be considered as night for the purpose of these instructions, for the purpose of providing the warning signs. Excavation liable to cause danger to vehicles or the public must at all times be protected with fencing of rope tied to strong uprights or bamboo poles at a suitable height or by some other effective means. Any such temporary erection which is likely to cause obstructions and which is not readily visible should be marked by posts carrying red flags or boards with a red background by day and by continuously lighted lamps at night. The flags and the lamps should be placed in conspicuous positions so as to indicate the pedestrians and drivers of vehicles the full expanse i.e. both width and length of the obstruction. The distance between lamps or between flags should not generally exceed 1.25 m along the width and 6m along length of the obstruction in non-congested areas, but 4 meters along the length in congested areas. If the excavation is extensive, sufficient notice to give adequate warning of the danger, should be displayed conspicuously not less than 1.25 m above the ground and close to the excavation. Where any excavation is not clearly visible for a distance of 25m to traffic approaching from any direction or any part of the carriage way of the road in which the excavation exists, a warning notice should be placed on the kerb or edge of all such roads from which the excavation or as near the distance as is practicable but not less than 10 m from the junction of an entering or intersecting road in which the excavation exists. All warnings, in these should have a red background and should be clearly visible and legible. All warning lamps should exhibit a red light, but white lights may be used in addition to facilitate working at night. Wherever required a passage for pedestrians with footbridge should be provided. At excavations, cable drums, tools and all materials likely to offer obstructions should be properly folded round and protected. This applies to jointer's tents as well. Leads, hoses etc. stretched and across the carriageway should be guarded adequately for their own protection and also that of the public.
- (i) **Traffic Control:** The police authorities are normally responsible for the control of traffic and may require the setting up of traffic controls to reduce the inconvenience occasioned by establishment of a single line of traffic due to restriction in road width or any other form of obstruction caused by the work. As far as possible, such arrangements should be settled in advance. If there are any specific regulations imposed by the local authorities, these should be followed.
- (j) **Work along Railway Lines:** Normally all works at Railway crossing is to be done under supervision of the railway authorities concerned, but it is to be borne in mind that use of white, red or green flags by the Departmental staff is positively forbidden to be used when working along a railway line as this practice may cause an accident through engine drivers mistaking them for railway signals. When working along a double line of railway, the men should be warned to keep a sharp look on both the "UP" and "DOWN" lines to avoid the possibility of any accident when trains pass or happen to cross one another near the work spot.
- (k) **Procedure and Safety Precautions for use of explosives during blasting for trenching:** In areas where the cable trench cannot be done manually on account of boulders and rocks, it is necessary to blast the rocks by using suitable explosives. The quality of explosive to be used depends on the nature of the rocks and the kind of boulders. A few types of explosive fuses and detonators normally used for making trenches for cable works are detailed below:

- i) Gun powder
- ii) Nitrate Mixture
- iii) Gilatine
- iv) Safety fuse
- v) Electric Detonator
- vi) Ordinary Detonator

(l) **Procedure:**

- i) A detailed survey of the route is to be done to assess the length of the section where trenching is to be done with the help of blasting. A route diagram of the rocky section may be prepared indicating the length of the route where the explosives are to be used. For the purpose of obtaining license, a longer length of route should be given in the application as in many cases, after digging, rocks appear which was not initially anticipated.
- ii) Next a license will have to be obtained for use and storing of explosive in that section. If the area falls under a police commissioner, the authority for granting such license is the police commissioner of the concerned area. When the route does not fall in the jurisdiction of a police commissioner, the authority for issuing license is the District Magistrate.
- iii) The concerned authority should be applied in prescribed form with a route map. The concerned authority will make an enquiry and issue license for using/storing explosives for cables trenching work. Such license will be valid for 15 days only. The license should be got renewed if the blasting operation needs to be extended. Once the license is granted, it is the responsibility of the holders of the license for the proper use of explosives, its transportation and storing.

(m) **Method of using:**

- i) The safest explosive is the Gilatine and electric detonator. Gilatine is in the form of a stick. Electric detonator is a type of fuse used for firing the explosive electrically. Holes are made at suitable intervals on rocky terrain or boulders either by air compressor or by manual chipping. The depth of the holes should be 2 to 3 ft. Fill up the holes with small quantity of sand for about 6". First the electric detonator is to be inserted into the Gilatine and the Gilatine is to be inserted into the holes keeping the + ve and- ve wirings of electric detonators outside the holes. Again refill the holes with sand. These +ve and- ve insulated wires of detonator are then extended and finally connected to an EXPLoder kept at a distance of not less than 100 m.
 - ii) Now the explosive is ready for blasting. But, before connecting wires to exploder for blasting, all necessary precautions for stopping the traffic, use of red flags, exchange of caution signals, etc. , should be completed and only then Exploder should be connected and operated.
- (n) **Operation of exploder (IDL schaffler type 350 type exploder):** The type 350 blasting machine consists of a bearing block with blasting machine system and the explosion proof light-alloy injection moulded housing. The exploder is held with the left hand. The twist handle is applied to the drive pin, clapped with the right hand turned in the clock wise

direction in continuous measurements at the highest speed from the initial position until it reached to a stop. At this stage an indication lamp will glow. When the indication lamp glows, “press button switch” should be pressed. This will extend the electric current to detonator and Gilatine will be detonated. The rock will be blasted out of the trench. Number of holes can be blasted in a single stroke by connecting all such detonators in series connection and finally to the exploder. After blasting, again mazdoors are engaged on the work to clear the debris. If the result of the first blasting is not satisfactory, it should be repeated again on the same place.

(o) **Warning:** There may be two reasons for unsatisfactory results of the blasting:

- i) Misfire of Gilatine due to leakage of current from detonator.
- ii) Over loading because of overburdens.

Never pull the broken wire pieces from the holes in such cases. Attempt should not be made to re blast the misfired Gilatine. The safest way is to make a fresh hole by its side and put fresh Gilatine in that hole and blast it.

(p) **Precautions:** The abstract of Explosives Rules 1983 which are relevant to our work is given below:

- i) **Restriction of delivery and dispatch of explosives:** No person shall deliver or dispatch any explosives to anyone other than a person who
 - is the holder of a license to possess the explosives or the agent of a holder of such a license duly authorized by him in writing on his behalf.

OR

- is entitled under these rules to possess the explosives without a license.

The explosives so delivered or dispatched shall in no case exceed the quantity, which the person to whom they are delivered or dispatched is authorized to possess with or without a license under these rules.

No person shall receive explosives from any person other than the holder of a license granted under these rules. No person shall receive from or transfer explosives to any person for a temporary storage or safe custody in a licensed premise unless prior approval is obtained from the Chief Controller.

A person holding license for possession of explosives granted under these rules shall store the explosives only in premises specified in the license.

- ii) **Protection from Lightning during Storing:** Every magazine shall have attached there to one or more efficient lightening conductors designed and erected in accordance with the specification laid down in Indian Standard Specifications No. 2309 as amended from time to time. The connections to various parts of earth resistance of the lightening conductor terminal on the building to the earth shall be tested at least once in every year by a qualified electrical engineer or any other competent person holding a certificate of competency in this behalf from the State Electricity Department. A certificate showing the results of such tests and the date of the last test shall be hung up in conspicuous place in the building.
- iii) **Precautions during thunder-storm:** When a thunder-storm appears to be imminent

in the vicinity of a magazine or store house every person engaged in or around such magazine and store house shall be withdrawn to a safe distance from such magazine or store house and the magazine and store house shall be kept closed and locked until the thunder storm has ceased or the threat of it has passed.

- iv) **Maintenance of records:** Every person holding a license granted under these rules for possession, sale or use of explosives shall maintain records in the prescribed form and shall produce such record on demand to an Inspection Officer.
- v) **Explosives not to be kept in damaged boxes:** The licensee of every magazine or store house shall ensure that, the explosives are always kept in their original outer package. In case, the outer package gets damaged so that the explosive contained therein cannot be stored or transported, such explosives shall be repacked only after the same are examined by controller of explosives.
- vi) **Storage of explosives in excess of the licensed quantity:** The quantity of any kind of explosives kept in any licensed magazine or store house shall not exceed the quantity entered in the license against such kind of explosives. No explosives in excess of the licensed quantity shall be stored in the magazine or store house unless a permit in this behalf is obtained from the licensing authority by a letter or telegram.
- vii) **Precautions to be observed at Site:** The electric power at the blasting site shall be discontinued as far as practicable before charging the explosives. No work other than that associated with the charging operations shall be carried out within 10 meters of the holes unless otherwise specified to the contrary by the licensing authority.

When charging is completed, any surplus explosive detonators and fuses shall be removed from the vicinity of the hole and stored at a distance which should prevent accidental detonation in the event of a charge detonating prematurely in any hole. The holes which have been charged with explosive shall not be left unattended till the blasting is completed. Care shall be taken to ensure that fuse or wires connected to the detonation are not damaged during the placing of stemming materials and tamping.

- viii) **Suitable warning procedure to be maintained:** The licensee or a person appointed by the licensee to be in charge of the use of explosives at the site shall lay down a clear warning procedure consisting of warning signs and suitable signals and all persons employed in the area shall be made fully conversant with such signs and signals.
- ix) **Precautions to be observed while firing:** The end of the safety fuse (if used in place of a detonator) should be freshly cut before being lighted. The exploders shall be regularly tested and maintained in a fit condition for use in firing. An exploder shall not be used for firing a circuit above its rated capacity. The electric circuits shall be tested for continuity before firing. All persons other than the shot-firer and his assistant, if any, shall be withdrawn from the site before testing the continuity.

For the purpose of jointing, the ends of all wires and cables should have the insulation removed for a maximum length of 5 cms. and should, then be made clear and bright for a minimum length of 2.5 cms. and the ends to be joined should be twisted together so as to have a positive metal contact. Then these should be taped with insulation to avoid leakage when in contact with earth.

In case of blasting with dynamite or any other high explosive, the position of all the bore holes to be drilled shall be marked in circles with white paint. These shall be inspected by the Contractor's agent. Bore holes shall be of a size that the cartridge can easily pass down. After the drilling operation, the agent shall inspect the holes to ensure that drilling has been done only at the marked locations and no extra hole has been drilled. The agent shall then prepare the necessary charge separately for each bore hole. The bore holes shall be thoroughly cleaned before a cartridge is inserted. Only cylindrical wooden tamping rods shall be used for tamping. Metal rods or rods having pointed end shall never be used for tamping. One cartridge shall be placed in the bore hole and gently pressed but not rammed down. Other cartridges shall then be added as may be required to make up the necessary charge for the bore hole. The top most cartridge shall be connected to the detonator which shall in turn be connected to the safety fuses of required length. All fuses shall be cut to the length required before being inserted into the holes. Joints in fuses shall be avoided. Where joints are unavoidable, a semi-circular niche shall be cut in one piece inserted into the niche. The two pieces shall then be wrapped together with string. All joints exposed to dampness shall be wrapped with rubber tape.

The maximum of eight bore holes shall be loaded and fired at one occasion. The charges shall be fired successively and not simultaneously. Immediately before firing, warning shall be given and the agent shall see that all persons have retired to a place of safety. The fuses of the charged holes shall be ignited in the presence of the agent, who shall see that all the fuses are properly ignited.

Careful count shall be kept by the agent and other of each blast as it explodes. In case all the charged bore holes have exploded, the agent shall inspect the site soon after the blast but in case of misfire the agent shall inspect the site after half an hour and mark red crosses (X) over the holes which have not exploded. During this interval of half an hour, nobody shall approach the misfired holes. No driller shall work near such bore until either of the following operations has been done by the agent for the misfired boreholes.

- The contractor's agent shall very carefully (when the tamping is a damp clay) extract the tamping with a wooden scraper and withdraw the primer and detonator.
- The holes shall be cleaned for 30 cm of tamping and its direction ascertained by placing a stick in the hole. Another hole shall then be drilled 15 cm away and parallel to it. This hole shall be charged and fired. The misfired holes shall also explode along with the new one.

Before leaving the site of work, the agent of one shift shall inform another agent relieving him for the next shift, of any case of misfire and each such location shall be jointly inspected and the action to be taken in the matter shall be explained to the relieving agent.

The Engineer-in-charge shall also be informed by the agent of all cases of misfire, their cause and steps taken in that connection.

- x) **General Precautions:** For the safety of persons red flags shall be prominently displayed around the area where blasting operations are to be carried out. All the workers at site, except those who actually ignite the fuse, shall withdraw to a safe

distance of at least 200 meters from the blasting site. Audio warning by blowing whistle shall be given before igniting the fuse. Blasting work shall be done under careful supervision and trained personnel shall be employed. Blasting shall not be done within 200 meters of an existing structure, unless specifically permitted by the Engineer-in-Charge in writing.

- xi) **Precautions against misfire:** The safety fuse shall be cut in an oblique direction with a knife. All saw dust shall be cleared from inside of the detonator. This can be done by blowing down the detonator and tapping the open end. No tools shall be inserted into the detonator for this purpose.

If there is water present or if the borehole is damp, the junction of the fuse and detonator shall be made water tight by means of tough grease or any other suitable material. The detonator shall be inserted into the cartridge so that about one-third of the copper tube is left exposed outside the explosive. The safety fuse just above the detonator shall be securely tied in position in the cartridge. Water proof fuse only shall be used in the damp borehole or when water is present in the borehole.

If a misfire has been found to be due to defective fuse, detonator or dynamite, the entire consignment from which the fuse, detonator or dynamite was taken shall be got inspected by the Engineer-in-Charge or his authorized representative before resuming the blasting or returning the consignment.

- xii) **Precaution against stray currents:** Where electrically operated equipment is used in locations having conductive ground or continuous metal objects, tests shall be made for stray current to ensure that electrical firing can proceed safely.

14. Detail Bill of Material: The bidder shall submit a detailed bill of material for all items mentioned in the Schedule of Requirement including services.

15. Security Clearance: The Government guidelines with respect to security clearance etc. issued from time to time shall apply. At present, guidelines issued by DoT vide letter No. 10-15/2011-AS.III/ (21) dated 31.05.2011 are applicable. The successful bidder may be required to submit an undertaking or enter in to an agreement in the format specified by BSNL at the time of acceptance of APO.

16. Check list of documents to be submitted by the bidder: Check list is enclosed at Appendix-1 of this section.

17. Loading of bid price:

- a. In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- b. Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SoR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SoR on a pro-rata basis for the purpose of evaluation and ordering.
- c. No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.

- d. Ranking of bidders shall be worked out on the basis of evaluated package price and loading of bids, if applicable.
- e. Offer to L-1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

18. If the sum of the components of the unit price adds up to an amount different from the quoted unit price, the quoted unit price will be taken into account for evaluation. However, the lower of the two prices i.e., quoted unit price or sum of the components of the unit price shall be considered for ordering.

18.1 All the eligible bidders shall be permitted to participate in e-reverse auction.

19. Reverse Auction: Reverse Auction (RA) is applicable for this tender. The relative ranking of bidders will be decided on the basis of price offered by the bidder at the time of RA.

Appendix-1 to Section -4 Part- B

Check list of documents to be submitted by the bidder:

Section	Clause No.	Particulars of documents to be submitted
1	4.1	Certificate of incorporation
1	4.2 (a) & (c)	Experience certificate of Optical Fibre Cable laying and Supply of 7M& 8M Poles
1	4.2 (b)	Balance sheet of the bidder company during last three financial years (2022-23, 2023-24, 2024-25)
1	4.3 (a) & (c)	PAN number and GST registration number of bidder's company
1	4.3 (b)	Declaration by bidder and OEM/(s) regarding "not black listed" by BSNL & GST
1	5	Bid Security in one of the following ways. a) Demand Draft/ Banker's cheque in favour of BSNL IFA WTR MUMBAI COLLECTION A/C payable at Mumbai and drawn on any scheduled bank. b) Bank Guarantee in the format given in Section 7 A in favour of ' BSNL IFA WTR MUMBAI COLLECTION A/C ' from any scheduled bank, and valid for 180 days from the tender opening date.
		Copy of QF-103 issued by Inspection and QA Circle of BSNL
1	12	Declaration 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 and all amendments/ corrigendum/ clarifications issued by BSNL have been taken into account.
2	3a) 4)	Copy of Power of Attorney for signing the bid document and authorization for executing the power of attorney as Clause 14.3 of Section-4 Part-A

2	3a) 7)	Undertaking & declaration duly filled & signed (as per Section-6A) (Certificate for having understood the terms & condition of Tender and Spec. of work)
2	3a) 8)	Non-Relation Certificate duly signed by all Directors of Company
2	3a) 9)	Bidder's Profile & Questionnaire duly filled & signed (as per format in Section-8)
2	3a) 10)	Tender/ Bid form duly filled & signed. (Section-9 Part-A)
2	3a) 11)	Clause by clause compliance as per Clause 11.2 of Section-4A
2	3a) 16)	Teaming Agreement / MoU with third party, in case the experience of third party has been proposed to be taken by the bidder for Aerial OFC / Electrical transmission alignment.
4 Part-A	10.1 g)	Certificates from all Directors / Partners of the bidder's company stating that none of their near relatives are working in BSNL in accordance with Clause 34.
Section	Clause No.	Particulars of documents to be submitted
4 Part-A	10.1 j)	Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
4 Part-A	10.1 k)	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
4 Part-A	10.2 a)	The bidder shall furnish audited Annual Report for last 3 years and /or a certificate from its bankers to assess its solvency/financial capability.
4 Part-A	10.2 b)	The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
4 Part-A	10.3	In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
4 Part-A	11.2 (c)	Clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.
5 Part-B	9	Make, model and technology of each item
9 Part-B	-	Price Schedule - both in PDF and Excel format
7	7(L)	Declaration of Genuineness of documents

Section-4 Part - C

E-tendering Instructions to Bidders

Instructions for Online Bid Submission

These Special Instructions to Bidders shall supplement 'Instruction to Bidders', as enclosed in Section-4 Part-A of the Tender Documents. Submission of Bids only through online process on GeM portal is mandatory for this Tender.

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>

1. Registration

- i) Bidders are requested to check GeM Portal (URL: <https://gem.gov.in>) for more information

2. Searching for Tender Documents

Bidders are requested to check GeM Portal (URL: <https://gem.gov.in>) for more information

3. Preparation OF BIDS

- i) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

4. Submission Of Bids

- i) Bidders should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
- ii) The bidder has to sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Deleted
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the

DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

vi) Deleted.

vii) Deleted.

viii) Deleted

5. Assistance to Bidders

GeM Portal

6. Reverse Auction –Applicable through GeM portal

Section-5 Part - A

General (Commercial) Conditions of Contract (GCC)

1. Application:

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

2. Standards:

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-3.

3. Patent Rights:

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

4.

a) Performance Security:

1. The successful bidder including NSIC/MSME bidder shall submit an equivalent to **5 %** of the tender approved value, for period of **18 months**, in the form of DD in favour of “**BSNL IFA WTR Mumbai Collection A/C**” / Performance Bank Guarantee (PBG) drawn in favor of “**BSNL IFA WTR Mumbai Collection A/C**”. The validity of PBG will be till six months after the end of warranty period.
2. Without prejudice to its rights of any other remedy, BSNL shall encash/forfeit the PBG in case of any breach of terms and conditions of the Agreement ‘or’ in case of failure to roll out the services as per the agreed schedule & parameters ‘or’ failure to comply with the content related laws including IPR/copyrights on the part of the bidder ‘or’ in case of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach ‘or’ renewal of PBG.
3. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
4. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in Section-7B of this Bid Document.
5. The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
6. No interest on Performance Security and additional security (submitted in the form of DD/PBG) amount shall be payable by BSNL.

b) Material Security

1. The successful tenderer including MSE bidder will have to deposit material security subject to a **minimum of Rs 5 Lac or as per LOI**, for each PO/WO in the form of bank guarantee, valid for the period of contract plus six months, from a scheduled bank and in the material security bond form provided in the bid documents **Section-7(K)**. Material security can also be submitted in the form of cross demand draft drawn in favor of **BSNL IFA WTR Mumbai Collection A/C** by a scheduled bank and payable Mumbai. The Material security will be a non-interest bearing deposit for any period whatsoever. BSNL reserves the right to increase the amount of material security based on the quantum of work/maximum store to be issued at the time of execution of the work at any point of time.
2. The contractor at any point of time will not be issued stores costing more than material security. If due to any reason, more store has to be issued to the contractor then the material security shall be correspondingly enhanced to an amount equal to the cost of material/stores to be issued.
3. The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to account for the material issued to him.
4. The Material security shall be released/refunded within a month from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of No Dues Certificate "from Engineer-in-Charge".

5. Inspection and Tests:

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in Clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in Clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under Clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser

reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of the last consignment against the purchase order will be equivalent to "Taking Over Certificate".

5.6 Nothing in Clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. Delivery and Documents:

Delivery of the material/ services and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its Schedule of Requirements and special conditions of contracts, and the material shall remain at the risk of the supplier until delivery has been completed. The delivery of the material/ services shall be to the ultimate consignee as given in the purchase order.

The delivery of the material/ services and documents shall be completed within time frame stated in Clause 6 of Section-2 (Tender information).

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

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

7. Training: (Not Applicable)

7.1 The bidder shall provide training for installation and maintenance to staff of the purchaser free of cost where required.

7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

7.3 The bidder shall provide all training material and documents.

Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on- site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8. Incidental Services: (Not Applicable)

The supplier may be required to provide any or all of the following services:

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

9. Spares:-

9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Section-4 Part-A Clause 9.

- (a) Such spare parts as the purchaser may select to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- (b) In the event of termination of production of the spare parts, the supplier shall:
- (c) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
- (d) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

9.2 After completion of the Project requirement of the spares will be worked out by Site-in-Charge for next 3 years (not more than 5% of tendered material) and a Purchase Order for the same will be issued if necessary to the Contractor at the Rates / Terms and Conditions of the Contract. Contractor is bound to supply the spares as per Terms and Conditions of Contract. Balance payment of 10% of material and service as per Section-5 Part-A Clause 11 will be released only after supply of the spares. The decision regarding purchase of spares from Contractor is on the Sole Discretion of BSNL.

10. Warranty:

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) six months after the stores have been taken over under Clause 5.5 above.

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the Clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of six months,

whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges

11. **Payment Terms:** Payment for the supply of equipment / material and work execution / services shall be made in Indian Rupees as per following schedule:

11.1 **Payment for Material Cost:**

- a) 50% payment of the material shall be made after receipt of goods by consignee at site. The equipment / material shall be dispatched by the bidder to consignee only after pre-dispatch testing/ Inspection is done by BSNL at the manufacturer's premises. After receipt by the consignee the material will be taken over by the bidder for use in the project. The bidder shall be responsible for safe custody of the material till it is utilized in the project. For such products which are exempted from pre-dispatch testing, 50 % payment will be released after testing / inspection is done by BSNL at site, after receipt of goods. The consignee receipt will be issued after completion of inspection in such cases. Further, total payment made against 50% milestone shall be limited to 40% cost of overall project cost quoted by the bidder. The payment will be made on the basis of receipt of individual items as per SOR.
- b) 40% payment of the equipment / material cost shall be released after Acceptance Testing and commissioning of the respective OFC route.
- c) Balance 10 % payment will be done after successful completion of six months of commissioning of the entire project. During this period, vendor has to repair/ replace the damaged poles without any extra cost.

11.2 **Payment for Services Cost:**

- a) 90% amount of the cost of the works executed /services shall be released route wise after completion of all works and successful Acceptance Testing & Commissioning of the respective OFC route.
- b) Balance 10 % payment will be done after six months of commissioning of the entire project.

The bidder will submit the Tax invoice to AO MM , 2nd floor, B Wing, CN TX W , BSNL Admin Building, Juhu Danda Road, Santacruz West, Mumbai – 400054. PO no. must be mentioned on the invoice when submitted for the payment. Service verification of the work done for which invoice submitted for the payment is to be done by the consignee & controlling officer in SAP as per existing practice.

Note: Balance 10% payment as above may be released on submission of additional bank guarantee of equal amount.

11.3 **Payment of RoW Charges:**

- i) The RoW charges will be paid by BSNL on submission of demand note by the bidder issued by concerned civic authority.

- ii) RoW charges shall not be paid in case they are waived off and also in case of bank guarantee /security deposit given by the bidder to Road Authorities / local bodies. In such cases, actual value of restoration charges levied by concerned authority shall be payable.

11.4 The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by the bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

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

12. Prices:

12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause 12.2 mentioned below.

12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

12.3 Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.

12.4 In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchasers shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

12.5 In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

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

13. Changes in Purchase Orders:

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

- a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- b) the method of transportation or packing;
- c) the place of delivery; or
- d) the services to be provided by the supplier.

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

14. Subcontracts:

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the supplier from any liability or obligation under the Contract.

15. Delays in the Supplier's Performance:

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier In accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- a) forfeiture of its performance security,
- b) imposition of liquidated damages, and/ or
- c) Short closure of the contract in part or full and/ or termination of the contract for default.

15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:

- a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of Clause 16.2 Section- 5A) as per provision given below :
- b) The vendor has to submit their request for extension along with the undertaking as per Clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per Clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
- c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be

valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.

- d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section-7 Part-D & Part-E.
- f) If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. Liquidated Damages:

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under Clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of Clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

16.2 While granting extension of delivery period as per Clause 15.3, the liquidated damages shall be levied as follows:

- a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on a case to case basis, by the CGM (MH Telecom Circle), stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not

be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

- e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:

- a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
- b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
- c) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
- d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
- e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

16.5 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by the supplier.

17. Force Majeure:

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

and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall have 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 Supplier 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 Supplier may with the concurrence of the purchaser elect to retain.

18. Action by Purchaser against Bidder(s)/ Vendor(s) in case of Default:

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

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

19. Tax Indemnity Clause:

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

20. Resolution of Disputes

20.1 Disputes and Excepted Matters:

20.1.1 All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, that cannot be resolved amicably between the Contractor and Purchaser/BSNL, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' specifying all points of Dispute/issue, the amount of any quantified claims citing relevant Contractual clause, and, to the extent possible, an estimate of the monetary value of all other claims, along with supporting document(s) to the other party, and requesting for invoking the following dispute resolution mechanisms.

20.1.2 After receipt of a 'Notice of Dispute', as above, the parties shall in good faith, make all reasonable efforts, to arrive at a mutually acceptable resolution to the disputes raised in the "Notice of Dispute" in formal meetings(s) between authorized representatives of the parties.

20.1.3 Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views

expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.

20.1.4 Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or pendente-lite interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

20.1.5 In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of "Notice of Dispute" sent under clause 20.1.1 above, the following provisions, as mentioned below, shall follow:

The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1. Senior-Level Negotiation
2. Mediation
3. Litigation

20.2 Excepted Matters

Matters for which specific provision has been made in any clause of the Contract, and where the decision of BSNL has been stated to be final and binding, shall be deemed as Excepted Matters and shall not be subject to Senior-Level Negotiation, mediation, or arbitration. These shall include, but shall not be limited to, the following:

1. Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
4. Any claim, difference or dispute relating to, connected with or arising
 - (i). out of BSNL's decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings with the Bidder / Contractor;
 - (ii). Any claim, difference or dispute relating to, connected with or arising out of BSNL's decision under the provisions of Integrity Pact executed between BSNL and the Bidder / Contractor;
 - (iii). Any dispute pertaining to insolvency and bankruptcy, property laws.
5. Provisions incorporated in the contract, which are beyond the purview of BSNL or are in pursuance of policies of Government, including but not limited to

- (i). Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government.
- (ii). Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard.
- (iii). Purchase preference policies regarding MSEs and Start-ups.

20.3 Senior-Level Negotiation

After exhausting efforts to resolve the Dispute with the Purchaser/BSNL executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of **Senior-Level Negotiation**' specifying the matters which are in question, or subject of the dispute or differences indicating the relevant contractual clause, as also the amount of claim item-wise to CMD BSNL or CGM of the BSNL circle as the case may be, or any other authority mentioned in the contract (hereinafter called the "**Negotiating Authority**") for invoking resolution of the dispute through **Senior-Level Negotiation**. During such **Senior-Level Negotiation**, the **Negotiating Authority** shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the **Negotiating Authority** shall **record and communicate in writing the outcome of such negotiations on all matters referred to him. It is clarified that Senior-Level Negotiation is an internal bilateral settlement mechanism intended to facilitate resolution of disputes at an elevated management level and does not constitute a judicial or quasi-judicial adjudication.** The parties shall not initiate, during the **Senior-Level Negotiation** proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the **Senior-Level Negotiation** proceedings. If not satisfied by the outcome in **Senior-Level Negotiation**, or if the **Negotiating Authority** fails to notify his decision within the above mentioned time-frame, the contractor/purchaser may proceed to invoke the process of Mediation as follows.

20.4 Mediation of disputes

1. For cases with dispute amount more than 10 Crores, Mediation shall be conducted through the mediation scheme framed by the Department of Telecommunications, Government of India vide OM No. 1-1/4/2024-Law (I) dated 22.11.2024, comprising, where considered appropriate, a retired judge, a retired senior officer, and/or a technical expert ("Mediation Scheme").
2. For cases with dispute amount less than 10 Crores, the mediation process will be adopted as per institutional mediation provisions defined under the Mediation Act, 2023.
3. The cost of the mediation shall be shared equally by the parties unless otherwise agreed.
4. If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and Mediator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

It is clarified that mediation is a voluntary and confidential process in which the mediator acts solely as a facilitator and shall not have authority to impose any decision or determination on the parties.

5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.
6. Termination of Mediation: Disputes shall remain alive if the mediation is terminated as follows:
 - (a) By written declaration of the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of such declaration; or
 - (b) By a written declaration of any party to the mediator, before the signing of settlement agreement by both sides, to the effect that the mediation proceedings are terminated, on the date of such

declaration; or (c) If the parties fail to reach an agreement on a settlement of the dispute, within stipulated time from the appointment of mediator.

On termination of Mediation, if the dispute is still alive, the aggrieved party shall be free to invoke litigation.

20.5 Dispute Settlement in case of the disputes between two Central Public Sector Enterprises or with any government body, the following shall apply:

In case of any dispute between BSNL and another Central Public Sector Enterprise (CPSE), or between BSNL and a Government Department/Organization (excluding disputes involving Railways, Income Tax, or Customs & Excise), the dispute shall be referred for resolution through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in accordance with DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022. The decision of AMRCD shall be final and binding on both parties, and no arbitration or court proceedings shall be initiated until the said mechanism is exhausted.

20.6 Cases covered under the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.

In disputes involving registered MSMEs, reference to the Micro and Small Enterprises Facilitation Council (MSEFC) is mandatory under Section 18 of the said Act. Such disputes are to be first taken up for conciliation and, in the event of failure thereof, arbitration is automatically triggered as per the statutory process.

APPLICABLE LAW AND JURISDICTION

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

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

21. Set OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

22. Intimation of Supply Status:

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

23. Details of the Product:

The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. Fall Clause:

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in Clause 12.1 of Section-5A. Further, if at any time during the contract it comes to the notice of purchaser regarding reduction of price for the same or similar material/ service;

And / or

The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

24.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

24.3 The vendor while applying for extension of time for delivery of material/services, if any, shall have to provide an undertaking as *"We have not reduced the sale price, and/ or offered to sell the same or similar material/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."*

24.4 In case undertaking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. Court Jurisdiction:

25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued i.e. court at Mumbai.

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

under.

- a) This Contract/ PO is subject to jurisdiction of Court at Mumbai only”.

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

26. General Guidelines:

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

27. Tax Deducted at Source:

Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, any law or any regulation.

28. Reverse Charge Liability:

28.1 Domestic procurement: Wherever domestic reverse charge is applicable on BSNL under GST Act, no tax shall be charged by bidder on invoice. It shall be the liability of BSNL to pay tax under reverse charge mechanism.

28.2 Unregistered bidder; It is specifically agreed between the parties that where the bidder is not registered under GST Act, it shall be the responsibility of BSNL to discharge liability under reverse charge mechanism. It is further agreed that bidder shall not charge tax on invoice.

29. Debit Note:

29.1 The Bidder shall issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit.

29.2 Further it shall be the responsibility of Bidder to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.

29.3 BSNL reserves the right to be indemnified for the credit loss by Bidder in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Bidder.

30. Purchase/Work Order:

30.1 Bidder shall raise invoice on the basis of purchase order issued by BSNL. In case of any deviation or disagreement by Bidder on place of supply, billing location, HSN code/ SAC code stated on PO, it shall be the responsibility of Bidder to intimate BSNL well in advance.

30.2 Further, in case Bidder raises the invoice on an address other than agreed, it shall be the responsibility of the Bidder to modify the invoice.

31. Place of supply:

The place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of Bidder to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.

32. Deficient Supply/ Incomplete Supply/ Rejected Supply:

In case of any deficient supply or incomplete supply or rejected Bidder, it shall be the responsibility of Bidder to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the Bidder fails to issue a proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the Bidder.

33. Advance Payment:Not Applicable

34. Discount Clause:

In cases where Bidder is providing discount to BSNL for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between Bidder and BSNL:

34.1 Situations in which discount would be allowed by Bidder to BSNL (e.g. Value-based/quantity-based discounts).

34.2 Basis and manner in which discount would be computed and allowed to BSNL.

34.3 Deduction of such discount from the value of supply as per provision of GST Act.

35. Compliance Rating:

Bidder shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations.

Bidder shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in the tender, in the event of black listing of Bidder i.e.compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to Bidder only on receipt of input tax credit to BSNL.

36. E-Way Bill:

It shall be the responsibility of Bidder to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Bidder would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the Bidder to comply with the e-waybill requirement.

37. Penalty: Kindly refer to Section-5 Part-A Clause 16.

38. Bidder agrees to share the monthly information with BSNL which would be uploaded by the Bidder in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month.

39. It shall be the responsibility of Bidder to provide a reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th September following the end of relevant financial year.

40. GST Invoice and Compliances:

- 40.1** All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 40.2** Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 40.3** In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment. It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 40.4** Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.
- 40.5** BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.
- 40.6** It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 40.7** E-waybill number should be mentioned on the invoices.
- 40.8** Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost would be borne by supplier.
 - b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:
 - c) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - d) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
 - e) Supplier needs to pay the entire self-assessed tax on timely basis.
 - f) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit

prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

- g) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.
- h) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

40.9 Refer Annexures below(placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

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

40.11 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

Appendix-1 to Section - 5 Part - A

Sr.No.	Particulars for 'Input Invoice'
1	Name and registered address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of invoice
7	Invoice Number
8	Place of Supply (including state)
9	Type of Tax (CGST, SGST and IGST)
10	Rate of Tax
11	Value of goods/service and type/rate/amount of Tax should be separately mentioned
12	Quantity of goods
13	Total value of invoice
14	Description of Supply of goods/service
15	HSN Code in case of goods
16	Accounting Code in case of service
17	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately

Sr.No.	Particulars for 'Receipt Voucher'
1	Name and registered address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of document issued
7	Document Number
8	Place of Supply (including state)
9	Amount of advance taken
10.	Type of Tax (CGST, SGST and IGST)
11	Rate of Tax
12	Quantity of goods
13	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately
Note: - Invoice issued at a later stage against receipt voucher to mention this document number. - Refund voucher to be issued against the advances received if no supply is made and no invoice is raised.	

Section-5 Part - B

Special Conditions of the Contract (SCC)

1. The Special Conditions of Contract shall supplement the 'General Commercial Conditions of the Contract' as contained in Section-5 Part-A, and Technical Specifications / Generic Requirement (GR) of the product as contained in Section-3 Part-B. Wherever there is a conflict, the provisions contained herein shall prevail over that in Section-3 Part-B, Section-5 Part-A and in any other section of bid document and GRs.

2. The following clause of Section-5, Part-A are amended as per details given below:

ClauseNo.	Modificationdone
Clauseno.7-Training	Notapplicable
Clauseno.8-IncidentalServices	Notapplicable
Clauseno.9-Spares	Applicable

3. **Quality Assurance (QA) Requirement:**

- (i) The Material used by the bidder against this bid shall conform to TEC GRs and / or technical specifications mentioned in Section-3 Part-B of the bid document.
- (ii) The bidder shall supply all material conforming to specifications / GRs of the products mentioned in Section-3 Part-B of bid document from indigenous manufacturers only. The material shall be supplied by the bidder from TSEC approved suppliers only (if applicable) and after inspection and testing by BSNL QA Circle or any other authority designated by BSNL. The TSEC of the product to be supplied must be conforming to TEC GR mentioned in Section-3 Part-B of the bid document. If there is a need to take fresh TSEC for any items, same shall be taken by the bidder or his supplier from Inspection and Quality Assurance Circle, BSNL within 15 days from the date of placement of PO.
- (iii) Such products, for which TSEC approved suppliers are not available, inspection & testing shall be done by BSNL at site. The steel tubular poles for overhead OFC alignment shall be supplied from supplier whose product is approved by Bureau of Indian Standards as per relevant IS Standard.
- (iv) All materials supplied and all work performed under this Contract by the bidder shall be inspected & tested by designated authority of BSNL to be nominated by **CGM CN TX W Circle**. The Bidder shall furnish all manpower and materials for testing, including testing facilities, power and instruments. The QA inspection/testing costs shall be borne by the Bidder and shall be deemed to be included in the contract price.
- (v) The quality assurance tests will be done in the factory or in the field, as the case may be, as per test procedure defined by BSNL. The bidder shall also furnish detailed schedule to be carried out by Inspection & QA and same shall be approved by BSNL. The product/(s) will be tested for ascertaining its conformity to GR/(s) / technical specifications specified in Section-3 Part-B. All testing instruments required for testing shall have to be arranged by the bidder.
- (vi) The entire cost of testing for factory & site acceptance, routine tests, production tests and

other test during manufacture & site activities specified herein shall be treated as included in the quoted unit price of materials, except for the expenses of Inspector/Purchaser representative.

- (vii) All tests shall be witnessed by the BSNL representative (hereinafter referred to as the Purchaser). The Purchaser's representative shall sign the test form indicating approval of successful tests.
- (viii) Should any inspections or tests indicate that specific item does not meet specification requirements; the appropriate items shall be replaced, upgraded, or added by the Bidder as necessary to correct the noted deficiencies at no cost to the Purchaser. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.
- (ix) The procedure for obtaining TSEC is available in our web site -www.qa.bsnl.co.in or can be obtained from the office of CGM, Inspection & QA, BSNL, II floor, Sanchar Complex, WMS Compound, 47th Cross Road, 9th Main, Jayanagar, Bangalore (Telephone: 080 - 26533006 FAX: 080 - 26530681).
- (x) The ADSS cable accessories supplied (except for poles & stay arrangements) needs to be tested from QA & Inspection Circle before supplies. The inspection of poles & stay arrangements needs to be done by the BA team, constituted by BA head. The inspection carried out by the BA team/committee to be approved by BA head. Any type of QA Fees for Testing / Inspection is to be borne by the Contractor.
- (xi) For the routes upto 5Km AT will be done by circle/BA and above 5 Km will be done by QA circle.

4. Inspection and Quality Control:

- a) **The Quality of Works:** The importance of quality of Optical Fibre Cable Construction works cannot be over-emphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges depends upon quality of laying of Optical Fibre Cable. Further, the OF cables are vulnerable to damages due to work of other agencies.
- b) The quality of the constructed routes depends upon the quality of individual items of work involved viz. Depth of trench, care while paying & laying, Protection, Jointing of Cables and Terminations in equipment room and at last but not the least on documentation of cable network. In order to ensure quality in Cable Construction Work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.
- c) It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that work are carried out as per specifications and with due diligence and in a professional manner. The contractor shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.

- d) An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).
- e) In addition to Acceptance Testing being carried out by A.T. Wing and supervision by Construction Officers, all works at all times shall be open to inspection of the BSNL. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

5. Acceptance Testing:

- a) The constructed OFC routes shall be acceptance tested by BSNL as per the test schedule of Depth AT/Aerial AT/Optical AT in following phase:
 - i) The trenches dug/Aerial construction by the bidder for OF Cable laying shall be tested during execution by BSNL site Engineer and other authorities or as per the test schedule of AT wing.
 - ii) The depth of trench shall be acceptance tested by Inspection and QA Circle of BSNL or as per the test schedule of AT wing.
 - iii) The route shall be tested end-to end after splicing fiber by Inspection and QA Circle of BSNL.
- b) The works shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/ measurement tools and testers for conducting various tests.
- c) **Scope of Acceptance and Testing:** The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taken by A.T. Officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. Officers shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. Officer without any additional cost to the BSNL.
- d) **Offering the work for acceptance and testing:** The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T. shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects. **The work against any work order can be offered for A.T. in a number of stages. For the routes upto 5Km AT will be done by circle/BA and above 5 Km will be done by QA circle.**
- e) The contractor shall provide labour, if demanded by the A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

- 6. Any clarification / amendments / corrigendum issued by BSNL in response to query raised by any prospective bidder shall form an integral part of Bid Document and it shall amount to amendment

of relevant clause/(s) of the Bid Document.

7. The bidder shall furnish detail of suppliers from whom he proposes to supply the material along with detail of TSEC /TAC / BIS approvals of the products along with his bid. However, the bidder will be at liberty to change the supplier at later stage subject to fulfilling other conditions of the bid document.
8. The bids will be evaluated for on the basis of complete package price of price schedule including optional items (if any). The cost of optional items (if any) shall also be taken into account for evaluating the bid. However, the optional items may or may not be ordered.
9. The bidder shall provide the detailed priced bill of material (BoM) along with cost of each item in the format specified for price schedule (soft copy in EXCEL Sheet) along with the financial bid document. The make and model no. of each item is also to be furnished in BoM. The un-priced BOM shall be submitted along with the technical bid document for the evaluation purpose in the first stage.
10. The equipment and associated items are to be packed in such a manner, so that there is no possibility of damage during transportation. If any damage observed by the consignee while receiving the equipment, the supply shall not be accepted.
11. The Purchaser reserves the right to offer counter offer price(s) against the price(s) quoted by any bidder.
12. All the columns of the price bid shall be filled properly by the bidder for each item mentioned in the SOR.
13. Replacement/repair under warranty clause shall be made by the bidder free of all charges at site including freight, insurance, cost of works and other incidental charges.
14. **Audit and Technical Evaluation.** BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the bidder under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the bidder shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him and if it is found that the bidder was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the bidder. Charges of such audit agencies shall not be borne by Bidder.
 - a) Provided that BSNL shall be entitled to recover any sum overpaid, nor the bidder shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the bidder on the other under any term of the contract permitting payment for work after assessment by the DGM (Projects).
 - b) Any sum of money due and payable to the bidder (including security deposit returnable to him) under this contract may be appropriate by BSNL for the payment of a sum of money arising out or under any other contract made by the bidder with BSNL.
 - c) BSNL has right to check the route within two years from the date of commissioning the route by any agency nominated. Any discrepancies found will be legally binding to the bidder for

rectification of defect without any additional cost.

15. Penalty for cutting/damaging the existing cables:

- a) During excavation of trench utmost care is to be taken by the bidder, so that the existing underground cables are not damaged or cut. In-case any damage/ cut is done to the existing cables of BSNL or any other agency, a penalty as per the schedule given below will be charged from the bidder or the amount will be deducted from his running bills. Penalty shall not be levied subject to verification of repair of damages and submission of No Objection Certificate from the operator/user within 10 days of occurrence.

S.No.	Size of existing UG/OFCables Cut/ Damaged	Amount of penalty per cut/Damage
i)	Upto 100 pairs cable	Rs.50,000.00 (Fifty Thousand)
ii)	Above 100 pairs & upto 400 pairs	Rs.1,000,00.00 (One lakh)
iii)	Above 400 pairs	Rs.1,50,000.00 (One lakh Fifty thousand)
iv)	OFC of any size	Rs.2,00,000 (Two Lakh)
v)	Misc. (to include electrical cable, drainage/sewage pipe, water pipe etc.)	Rs.1,50,000 (One Lakh fifty thousand) per cut
vi)	GST	As applicable

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

16. Indemnities:-

- (a) It is the responsibility of the bidder to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal.
- (b) In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder shall be required to indemnify BSNL of the loss of credit due to mismatch and BSNL shall recover the said amount from bidder. The compliances to be adhered by bidder includes (but is not limited to) the following:
- (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time;
 - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by bidder for capturing information on the invoice;
 - (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes w.r.t. The mis-match is required to be accepted by bidder within the time limit prescribed under the GST law. It must be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder.

- (iv) BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the bidder in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the bidder. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments.
- (c) The bidder shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the bidders obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection, with injury, damages of the bidder 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 document. In addition the bidder shall reimburse BSNL or pay to BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against BSNL and arising out of or incidental to or in connection with the operation covered by the bidder.
- (d) The bidder shall at his own cost at 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 BSNL.

17. Accounting of Stores:

- a) All materials supplied to the bidder by BSNL shall remain the absolute property of BSNL and shall not be removed from the warehouse / site of work except for use in the work and shall be at all times open to inspection by the Representative of BSNL. In case the materials like cable and accessories are taken delivery of by the bidder and stored at the site office/ store of the bidder such site office/ store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to BSNL at a place informed to him by BSNL, failing which the cost of the unused materials shall be deducted from the bidder's material security or any of his pending bills or from any other security.
- b) The bidder shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed for work. Any discrepancy of difference between the materials issued to the bidder and those consumed in the work as per BSNL calculation (which shall be final) will be charged to the bidder or deducted from his bills at 1.5 times of prevailing standard price including freight, handing charges, storage charges etc.
- c) The bidder shall ensure that only the required materials are issued by him for particular site. Upon completion of work, the bidder shall return to BSNL at the designated store in good condition, free of charges, any unused materials that were supplied by BSNL.
- d) The store supplied by the bidder shall be compare with the quantity utilized by the bidder in

the work. In case there is any excess material supplied by the bidder, cost of same shall be recovered from the contractor bill or PBG or both.

18. Easements, Permits, Licenses and Other Facilities

- a) The bidder shall obtain / provide at his own cost all easements, permits and license necessary to do work including following for which the payment to the concerned authorities shall be provided by the bidder against the demand note/estimate raised by the concerned department and submit the copy of the same along with bill for works for payment.
 - (i) "Right of Way" easements and permits.
 - (ii) Railway, Highway, Forest and other Authorities crossing permits including bridge.
 - (iii) Canal/stream crossing permits.
 - (iv) ROW, etc.
- b) **No any extra charges will be paid to the bidders for pursuance of easements, permits, RoW etc.** from the different local authorities.
- c) The bidder shall be fully responsible for obtaining all necessary easements, permits and licenses for moving all construction equipment, tools, supplied materials and men across Railways and Highway, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- d) The bidder is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and /or tenants such other arrangements shall be entirely at the responsibility of the bidder as to cost and arrangement as also breach and claim and shall be entitled with a copy to the Divisional Engineer.
- e) The bidder will not be entitled to extra compensation for hardship and increase in cost by the cabletrench being routed adjacent to or across other pipeline, Highway, Railways, telephones or poser poles and wires or guy wires, embankment, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been provided for in the rates.
- f) At locations where the optical fiber cable trench is routed across or along railways or roads the bidder shall without extra cost provide and maintain such detours and road controls as are required by the railways or government or local agencies having jurisdiction.

19. Documentation: The documentation, consisting of the following shall be prepared exchange to exchange for Intra SSA OFC links and for each section in case of inter SSA/National Long distance routes.

- a) **Route Index Diagrams – General:** This diagram shall consist of Cable Route Details on Geographical Map drawn to scale with prominent land marks and alignment of cable with reference to road. This shall be prepared on A-3 sheets of 80 GSM.
- b) **Route Index Diagrams –Profile:**These diagrams will contain :
 - Make and size of the cable.
 - Offset of cable from center of the road at every 10 meters;

- Depth profile of Cable at every 10 meter;
- Details of protection with type of protection depicted on it;
- Location of culvert and bridges with their lengths and scheme of laying of HDPE/PLB pipe thereon;
- Important landmarks to facilitate locating the cable in future;
- Locations Poles;
- Location of Joints and pulling manholes;
- Location of route indicators and joint indicators

These diagrams shall be prepared on **A-4 sheets** of 80 GSM. On one sheet, profile of maximum 400 meters shall be given to ensure clarity.

c) **Joint Location Diagram:** This diagram will show :

- Geographical location of all the joints.
- Depth of Joint Chamber covers from ground level
- Type of chamber (Brick/Pre-cast)
- Length of O.F. Cable kept inside the joint chamber from either direction.

This shall be prepared on A-4 sheets of 80 GSM.

All the diagrams (a) , (b) & (c) shall bear the signatures of the contractor and the Engineer-in-charge as a proof of accuracy of the details. The diagrams shall be bound in A-4 size book with cover. The cover sheets shall be of 110 GSM and laminated. The front cover shall have the following details.

- i) Name of the SSA/ Project Organization.
- ii) Name of the OFC Link
- iii) Name of the Contractor
- iv) Date of commencement of work
- v) Date of completion of work

For each route/section in 3 nos. of hard copies as well as one soft copy on CD.

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

21. Taxes and Duties: Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contract documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall

indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof.

22. Protection of Life and Property and Existing Facilities:

- a) The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- b) If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary Precautions to protect public and shall comply with all the BSNL regulations as to placing of warning boards (minimum size 3' x2'), traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs. 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- c) Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions form the Divisional Engineer of the area.
- d) The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- e) The contractor shall be solely liable for all expense for and in respect of repairs and/or damages occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/ or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.
- f) The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

23. Tools and Plants: The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches/ducts and de-

gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements at his own cost for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing the same may be provided by the Engineer-in charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

24. Labour Welfare Measures and Workman Compensation:

24.1 Obtaining License before commencement of work: The contractor shall obtain a valid labour license under the Contract Labour (R &A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of work.

24.2 Contractors Labour Regulations:

a) Working Hours:

- i) Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- iii) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- iv) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- v) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

b) Display of Notice regarding Wages etc.:

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

c) Payment of Wages:

- i) The Contractor shall fix wage periods in respect of which wages shall be payable. Wage period shall not exceed one month.
- ii) The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iii) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- iv) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- v) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vi) All wages shall be paid through cheques only and to ensure EPF contribution before making payment.
- vii) Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- viii) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under an acknowledgement.
- ix) It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- x) The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-muster Roll", as the case may be, in the following form:- "Certified that the amount shown in the Column No. has been paid to the workman concerned in my presence on..... at"

d) Fines and Deductions, which may be made from wages: The wages of a worker shall be paid to him without any deduction of any kind except the following :-

- i) Fines
- ii) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- iii) Deductions for damage to or loss of goods expressly entrusted to the employed

person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

- iv) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- v) Any other deductions, which the Central Government may from time to time, allow.

No fines should be imposed on any worker in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

e) Labour Records:

- i) The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the Contract Labour (R &A) Central Rules 1971.
- ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R & A) Rules 1971.
- iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R &A) Rules 1971.
- iv) Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - Full Particulars of the labourers who met with accident
 - Rate of wages
 - Sex
 - Age
 - Nature of accident and cause of accident
 - Time and date of accident
 - Date and time when admitted in hospital
 - Date of discharge from the hospital
 - Period of treatment and result of treatment
 - Percentage of loss of earning capacity and disability as assessed by medical officer
 - Claim required to be paid under Workmen's Compensation Act.
 - Date of payment of compensation.
 - Amount paid with details of the person to whom the same was paid
 - Authority by whom the compensation was assessed

- Remarks

- v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R &A) Rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R &A) Rules 1971.
- vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R & A) Rules 1971.
- viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R & A) Rules 1971.

f) Attendance Card –cum Wage Slip:

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

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

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

i) Preservation of Labour Records: The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorized by the Ministry of Communication in this behalf.

24.3

Power of Labour Officer to make Investigations or Enquiry: The labour officer or any person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due & proper observance of fair wage clauses and provisions

of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

- 24.4 Report of Investigating Officer and Action thereon:** The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-Charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer-in-Charge shall arrange payment to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.
- 24.5 Inspection of Books and Slips:** The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.
- 24.6 Submission of Returns:** The contractor shall submit periodical returns as may be specified from time to time.
- 24.7 Amendments:** The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.
- 25. Insurance:** Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end./ or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the department of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL may require.
- 26. Compliance with Laws and Regulation:** During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or subcontractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub- contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub- contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

27. **Interpretation of the Contract Documents:** The representative of BSNL and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent to the contract document. In case of disagreement the matter shall be referred to the concerned DGM (Projects) whose decision shall be final. Any change in the contract document shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.
28. **Notification:** The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/ or supporting figure and data as may from time to time as directed or required.
29. **Shut Down on account of Weather Conditions:** The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other Force majeure conditions.
30. **Stores Supplied by the BSNL:**
- a) At no point of time the contractor shall be issued stores of value more than the contractor's material security as per Clause Number 4.(b).2 of Section-5 Part-A. If at all the work requires more amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it.
 - b) The contractor shall transport (including loading and unloading) all stores issued to him from Warehouse / Telecom Store, to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor.
 - c) The contractor shall ensure that only the required materials are issued for work. Upon completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.
 - d) The contractor shall be responsible for security of store issued by BSNL.
 - e) The above conditions shall also apply for store procured by the contractor on behalf of BSNL against this tender / project.

Section-6(A)

Undertaking & Declaration

(on company's letter head)

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

6(B) - Near-Relationship Certificate

(on company's letter head)

(Format of the Certificate to be given as per the Clause 34 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

* I.....s/o.....r/o hereby certify that none of my relative(s) as defined in the tender document is/are employed in any BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.

OR

* Following are the details of near relatives working with the BSNL.

Sr.No.	Name of Relative	Designation	Name of Unit (office & section of BSNL) where working

*Strike off whichever is not applicable.

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/ All Partners/All Directors of the tenderer entity

With date and seal

NOTE:

1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL **units***
2. In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited Company the certificate will be given by all the Directors of the company, but excluding following:

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State

3. Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
4. ***Unit**, shall be taken as following:
 - (a) In case of any near relative of the bidder being non-executive employees, the “BSNL unit” is defined as “Business Area (BA)”.
 - (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the “BSNL unit” is defined as “BSNL Circle”.
 - (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), “BSNL unit” is defined as “BSNL as a whole”.
5. The near relatives for this purpose are defined as:-
 - (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

6(C) - Tender Acceptance Letter

TENDER ACCEPTANCE LETTER

(To be given on Company Letterhead)

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

Date:

To,.....

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

.....

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt.Department/Public sector undertaking.

I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Section - 7

Proformas

7(A) - For the Bid Security/ EMD Guarantee

(To be typed on Rs.500/- non-judicial stamp paper)

Sub: Bid Security/ EMD guarantee.

Whereas M/s R/o
(Hereafter referred to as Bidder) has approached us for giving BankGuarantee of Rs..... /-
(hereafter known as the "B. G. Amount") valid up to/...../ 20.... (hereafter known as the
"Validity date") in favour of "**BSNL IFA WTR MUMBAI COLLECTION A/C**" (Hereafter referred
to as BSNL) for participation in the tender ofwork of vide
tender no. Now at the request of the Bidder, We
..... Bank Branch having
..... (Address)
and Regd. Office address as
(Hereinafter called 'the Bank") agrees to give this guarantee as hereinafter contained:

1. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
2. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
3. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

4. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. Notwithstanding anything herein contained ;
- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
 - (c) In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL IFA WTR MUMBAI COLLECTION A/C" payable at **Mumbai**.
6. 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:

7(B) - For the Performance Guarantee

(To be typed on Rs.500/- non-judicial stamp paper)

Dated

Sub: Performance guarantee.

Whereas AGM (CPC 1), O/o CGM CN TX W , Santacruz (W) Mumbai - 54 R/o

..... (hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of **BSNL IFA WTR MUMBAI COLLECTION A/C** of Rs./- (hereafter referred to as "P.G. Amount") valid upto...../...../20.....(hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank Branchhaving

..... (Address) and Regd. Officeaddressas (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 Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. 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 Bidder 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 Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
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 Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the

Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained;

- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL 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 "BSNL IFA WTR MUMBAI COLLECTION A/C" payable at **Mumbai**.

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:

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

(To be typed on letter head of the company)

Sub: Authorization for attending Bid opening.

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

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

.....

Signature of the Representative
authorized to sign

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

.....

.....

Signature of Bidder/ Officer
on behalf of the Bidder

Above Signatures Attested

- Note:** 1. Only one representative will be permitted to attend the Bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

7(D) -Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to Clause 15.3 of Section-5 Part-A)

Registered Acknowledgement Due

Address of the purchaser

.....

.....

To

M/s

.....

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

.....

Ref: Your letter no. dated

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

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

1. That, liquidated damages shall be levied in accordance with agreed Clause 16.2 & 16.3 Section-5 Part-A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per Clause 12 Section-5 Part-A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed Clauses 12 and 24 of Section-5 Part-A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. in accordance with Clause 15.3, Section-5 Part-A of the contract with validity up to
5. An undertaking as required vide Clause 24.3, Section-5A. Otherwise furnish the details as requisite in Clause 24.4 Section-5 Part-A.

Please intimate your acceptance of this letter along with the additional BG within ten days of the

issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of

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

7(E) - Model Amendment Letter for Extension of Delivery Period

(Appendix (ii) to Clause 15.3 of Section-5 Part-A)

Registered Acknowledgement Due

Address of the purchaser

.....

.....

To

M/s

.....

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

.....

Ref: 1. Your letter no. dated requesting extension

2. This office letter no. dated intimating conditions for DP extension

3. Your letter no. dated accepting the conditions for DP extension

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

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

- (a) Liquidated damages shall be levied in accordance with agreed Clause 16.2 & 16.3 of Section-5 Part-A of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per Clause 12 of Section-5 Part-A.
- (c) The prices during this extended delivery period shall be governed as per Clauses 12 and 24 of Section-5 Part-A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

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

Yours faithfully,

(.....)

for and on behalf of

Copy to:

.....

.....

.....(All concerned)

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

7(F) - Integrity Pact Format

(To be submitted on non-Judicial Stamp paper of Rs.100, to be submitted at time of agreement)

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- (1) The Bidder(s)/ commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ commit themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/ will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - (c) The Bidder(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence **under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.**
 - (d) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - (e) The Bidder(s) will, when presenting their bid, disclose any and all payments made, committed to or intended to make to agents, brokers or any other in connection with the award of the contract.
 - (f) Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to **Independent External Monitors (IEMs)** and shall wait for their decision in the matter.
 - (g) To disclose and transgress with any other company that may impinge on the anti-corruption principle.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensationfor Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the laaSP the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to **Security Deposit/Performance Bank Guarantee (PBG)** in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 - Previous Transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 - Equal treatment of all Bidders/laaSPs/SublaaSPs

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/laaSPs.
- (ii) The Bidder(s) undertake(s) to demand from all sub laaSPs, a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)

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

Section 8 - External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/laaSPs as confidential. He/she reports to the CMD BSNL.
3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the laaSP. The laaSP

will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub IaaSs. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.

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

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Sub- with confidentiality. The Monitor has also signed declarations on “Non-Disclosures of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the IaaS. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word ‘Monitor’ would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the laaSP is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

For the Principal

For the Bidder/laaSP

Place.....

Witness 1 :

Date

Witness 2 :

7(G) - Self declaration regarding Local Content (LC) for Telecom Product

FORM-1

Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works

Date:

I S/o / D/o / W/o Resident of
..... do hereby solemnly affirm and declare as under.

- That I agree to abide by the terms and conditions of the Department of Telecommunications, Government of India issued vide Notification No. dated.....
- **% of the Local Content claimed = ...**

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.

- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach an LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of (Name of Firm/Entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No. and date>

7(H) - Format for Self-certificate for non-blacklisting clause

To,
Tendering Authority
BSNL

We confirm that our Company as on date of submission of the proposal has not been blacklisted by any Central /State Government/GST Authority/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Further, in case our Company gets black-listed by the GST Authority during the tenure of BSNL contract due to any default, no loss of Input Tax credit will be borne by BSNL.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal

7(I) - Certificate to be submitted by Bidders

(On Company's Letter Head)

Reference 1: BSNL Tender Enquiry No.....issued on
.....

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s having Regd. office at..... being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

7(J) - Proforma of No Deviation/Clause By Clause Compliance Statement

(On company/firm letter head)

Sl.No.	Clauses	Remarks
(A)	(B)	(C)
1	AllClausesofGeneral(Commercial)conditionsofContractmention edinSection-5Part-A	FULLYCOMPLIED
2	AllClausesofSpecial(Commercial)ConditionsofContract(SCC) mentioned in Section-5 Part-B	FULLYCOMPLIED
3	AllClausesofScopeofWork,TechnicalSpecifications,SORas mentioned in Section-3(Part-A, Part-B & Part-C)	FULLYCOMPLIED
4.	AllClausesmentionedinSection-4(Part-A,Part-B&Part-C)	FULLYCOMPLIED

- The clause-by-clause compliance statement should be given as per Clause 11.2(c) of Section-4 Part-A and Clause 31.1(c) of Section-4 Part-A.

The bidder should mention 'FULLY COMPLIED' in column (C) above, otherwise a statement of deviation may be submitted as per Clause 11.2(c) of Section-4 Part-A and Clause 31.1(c) of Section-4 Part-A.

Signature of Bidder:
Name in Block letter
With Company seal

7(K) - Pro-forma of Material Security Bond

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

Dated:.....

MATERIAL SECURITY BOND FORM

Whereas<Contract awarding authority>(hereinafter referred to as BSNL) has issued an AwardLetter no..... Dated...../...../20..... for awardingthe work of Optical Fibre Cable Laying work to M/s (hereafter referred to as “Contractor”) and the BSNL has asked them to submit a bank guarantee, towards material security, in favour of O/o of Rs.-/- (hereafter referred to as “BG Amount”) validup to/...../20..... (hereinafter referred to as “Validity Date”). Now at the request of the Contractor, We Bank.....Branchhaving.....

....

..... (Address) and Regd. office addressas.....

.....

.... (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 thereunder, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to BG Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and

the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on part of BSNL or any indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the BG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through DD/Banker's Cheque/RTGS in favour of AO (MM), BSNL, CN TX West payable at Mumbai.
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:

7(L) - Declaration about Genuineness of Documents/Certificates

(On company's/firm's letterhead)

(to be duly filled, signed, stamped, scanned and submitted with other documents as per Clause7 of Section-4 Part-A)

I/We hereby declare that the information furnished in the bid in response to the **NIT No.**..... is true and correct.

I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted electronically or as a hard copy. Further I also declare that I have submitted the tender document digitally signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/tempered/manipulated at any stage and the BSNL is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

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

Date: Name of the tenderer.....

Seal of the tenderer

7(M) - Undertaking

(On company's/firm's letterhead)

(to be duly filled, signed, stamped, scanned and submitted with other documents)

I hereby declares 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 or in BSNL's website and all amendments/ corrigendum/ clarifications issued by BSNL have been taken into account. In case of any correction/addition/alteration/omission in the tender document, the bid shall be treated as non-responsive and shall be rejected summarily.

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

Date: Name of the tenderer.....

Seal of the tenderer

Section- 8

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address:
.....
.....
..... Telephone No. Mobile No.
FAX No. E-mail:
3. Address of place of Works/ Manufacture:.....
.....
.....
..... Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/ partnership firm / Private limited company
(Tick the correct choice):
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S.No.	Name	Father'sName	Designation	DIN
1.				
2.				
3.				
4.				
5.				

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of Partnership/ Private Ltd Company):.....
.....
7. Permanent Account No.:
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....

- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....
- (f) Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address
-
-
- (g) GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.
- GSTN 1.....
- GSTN 2.....
- GSTN 3.....and so on

B) Questionnaire

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

If Yes, Give details

.....

.....

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

If Yes, Give details

.....

.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period, in following format:

Name of the tendered item	Quantity that can be supplied by the firm within the scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....

.....

Place:

Signature of contractor

Date

Name of Contractor

Section -9 Part - A

Tender/ Bid Form

Dated:

From

To

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

AGM (CPC 1),
O/o CGM CN TX W Circle,
BSNL Admin Building, Juhu Road
Santacruz (W), Mumbai - 400054

Tender No. Date:

Dear Sir,

1. Having examined the conditionsof contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within (.....) months and to complete delivery of all the items specified in the contract within (.....)months calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website /E-tendering Portal. Any deviation will result in the rejection of the bid.

Dated this day of 20.....

Name and Signature

In the capacity of.....

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

Witness.....

Address.....

Signature.....

Section -9 Part - B

Price Schedule

GEM/2026/B/7492948

32 km ADSS OFC laying work for OPGW End link for Kalyan BA

SLN o.	SoR Item Description	Totalqu antity	Estimatedba sic rate perunit(inrup ees) without GST	Basic unit priceinclusive of allapplicablefr eightandinsur anceetc.	GST						Allinclusivec ost	AmountofIn puttaxCredit (ITC) tobeavailedb yBSNL	UnitPriceexc ludingITC amount(netc osttoBSNL)	Totalpriceincludi ve of allleviesandchar ges, excludingITCC	HSN/S AC
					CGST		SGST		IGST						
					Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6	7=6*5	8	9=8*5	10	11=10*5	12=5+((7+9) or11)	13=(7+9) or11	14=12-13	15=14*3	16
1	Material Required	Qty													
1.1	Galvanized steel poles of tubular in design and swaged of the length 7 meters, with top cap welded and lightning spike and including MUFF @ 20 per Km	640 nos	10204												
1.2	Galvanized steel poles of tubular in design and swaged of the length 8 meters, with top cap welded and lightning spike and including MUFF @ 5 per Km	160 nos	11871												
1.3	Stayarrangementfor7M/8Msteelpoles of Galvanised Steel	96 nos	3840												
1.4	Formed OFC Dead End andTermination Fittings including allsupporting items (@ 7/Km)	224 nos	1134												
1.5	OFC suspension fittings including all supporting items (@ 18/Km)	576 nos	753												

1.6	Adjustable Cable Storage Bracket(@ 5/Km)	160 nos	507												
Sl.N o.	SoR Item Description	Totalqu antity	Estimatedba sic rate perunit(inrup ees) without GST	Basic unit priceinclusive of allapplicablefr eightandinsur anceetc.	GST						All inclusive cost (With GST)	AmountofIn puttaxCredit (ITC) to be availedbyBS NL	UnitPriceexc ludingITC amount(netc osttoBSNL)	Totalpriceincludi ve of allleviesandchar ges, excludingITCC	HSN/S AC
					CGST		SGST		IGST						
					Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6	7=6*5	8	9=8*5	10	11=10 *5	12=5+((7+9) or11)	13=(7+9) or11	14=12-13	15=14*3	16
2	Services Required	Qty													
2.1	Erection of 7m / 8m poles including excavation, fixing of MUFF, concreting, curing, Backfilling, Reinstatement, Compaction of earth, Stay arrangements etc. including obtaining Right-of-Way (RoW) permission and sign writing on poles with paint	800 nos	3631												
2.2	Slinging / Laying and splicing of ADSS/ AOF including fixing of installation accessories and fixtures etc. Splicing & Jointing of Optical Fibre Cable, Link Testing & Acceptance Testing and makeover of route with As Built Diagram (ABD) of installed Cable routes. This also includes cost towards collection of ADSS Cable / AOF Cable and accessories from BSNL's Store Depot	32 km	49500												

2.3	Construction of Joint Chamber of pre-cast RCC/Brick Chamber (to be decided by Site-in-Charge based on Site condition), supply and fixing of 65 mm GI Pipe as per E.I, Fixing / laying of PLB pipe (to be supplied by BSNL), Laying GI Pipe (containing PLB Pipe alongwith OFC) for bringing down the OFC from top of the pole including Splicing, supply of slab for covering the chamber and sand for filling the chamber (SJC/BJC will be supplied by BSNL)	24 nos	10935												
SLN o.	SoR Item Description	Totalqu antity	Estimatedba sic rate perunit(inrup ees) without GST	Basic unit priceinclusive of allapplicablefr eightandinsur anceetc.	GST						Allinclusiveec ost	AmountofIn puttaxCredit (ITC) to be availedbyBS NL	UnitPriceexc ludingITC amount(netc osttoBSNL)	Totalpriceincludi ve of allleviesandchar ges, excludingITCC	HSN/S AC
					CGST		SGST		IGST						
					Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6	7=6*5	8	9=8*5	10	11=10 *5	12=5+((7+9) or11)	13=(7+9) or11	14=12-13	15=14*3	16
3	Other Requirements	Qty													
3.1	Trenching, PLB Laying of underground OF cable inside PLB Pipe / DWC Pipe (at 135 cm depth), Concreting work on PLB Pipe / DWC Pipes including supply of cement, concrete and curing etc. as per engineering instruction (DWC and PLB will be supplied by BSNL)@10 Per km	1000 Mtr	280												
3.2	Laying of PLB pipe	1000 Mtr	5.5												

3.3	Laying of 24F OFC	1000 Mtr	16												
3.4	Laying of DWC pipe	250 Mtr	8.25												
3.5	Installation of FDF and WSC/OFTB, leading-in arrangement, jointing of pigtailed and other related activity for construction of ADSS/Aerial OFC routes(FDF/WSC/OFTB will be supplied by BSNL)to be decided by site incharge based on site condition	20 Nos	3457												
	TOTAL														

TOTAL QUOTED RATE IN GEM (INCLUDING GST):

Notes for bidder:

- 1) Bidders must mandatorily quote for all GST components (CGST, SGST and IGST) as required.
- 2) The bidder who submits the offer with concessional GST shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL, it should be included in the price of goods/services.
- 3) Bidder must mandatorily mention HSN & SAC numbers.
- 4) This is only a sample, evaluation will be done based on price quoted online in excel/BOQ only.

Declaration by bidder:

- 1) "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under GST act introduced w.e.f. 1st July 2017 and further extended on more items till date.

- 2) “We hereby certify that HSN/SAC shown in column 16 are correct and credit of GST for the amount shown in column 13 above are admissible as per GST laws”

Name of the bidder, Signature & Stamp/seal

Check list of documents to be submitted by the bidder:

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder’s criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

Documents forming part of the bid:-

Sr.No	Documents to be submitted offline	Submitted (Yes/No) (Mention no. of pages)
1	BIDSecurity/EMDpaymentproof(original)	
2	PowerofAttorney attestedbyNotaryPublicorRegisteredwithSubRegistrarinfavourofthesignatorysigningtheofferanddocu mentsasper Clause no. 14.3 of Section-4 Part-A (if applicable)	
3	LetterofauthorizationforattendingbidopeningasperSection- 7Cofthetenderdocument.Applicableif,thebidderwantstofacilitatehisRepresentative to attend in Bid opening	
Sr.No	Self-Attested DocumentstobesubmittedinE-Tenderportal,Envelope- I(TechnicalBid)OnlineSubmission	Submitted (Yes/No) (Mention the page no. of bid where document is attached)

1	A proof regarding valid MSE registration with the body specified by the Ministry of Micro, Small & Medium Enterprises for the tendered items will have to be attached along with the bid (for MSE Bidders).	
2	Certificate of incorporation (if applicable)	
3	Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be, as per Clause 10.1(j) of Section-4 Part-A	
4	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence, as per Clause 10.1(k) of Section-4 Part-A (if applicable)	
5	Experience certificate of ADSS Optical Fibre Cable laying as per Clause 4.2 of Section-1 and format/proforma at Clause no. 5 of Section-4 Part-B	
6	Balance sheet/ Turnover certificate of the bidder company during last three financial years (2022-23, 2023-24, 2024-25) as per Clause 4.2 of Section-1	
7	Teaming Agreement with supplier for supply of minimum number of poles as per Table-1, in reference to Clause 4.2 of Section-1	
8	Valid PAN Card	
9	Valid Goods and Services Tax Registration Certificate(s) and GSTR 3B latest return copy	
10	Bid Security in one of the following ways, as per Clause 5 of Section-1 a) Demand Draft/ Banker's Cheque/FDR in favor of BSNL IFA WTR MUMBAI COLLECTION A/C payable at Mumbai and drawn on any scheduled bank or through online mode as per details given in Clause 5 of DNIT. b) Bank Guarantee in the format given in Section-7(A) in favour of "BSNL IFA WTR MUMBAI COLLECTION A/C" from any scheduled bank, and valid for 180 days from the tender opening date.	
11	Copy of Power of Attorney for signing the bid document and authorization for executing the Power of Attorney as per Clause 14.3 of Section-4 Part-A	
12	Undertaking & declaration duly filled & signed (proforma as per Section-6(A)) (Certificate for having understood the terms & condition of Tender and Spec. of work)	
13	Non-Relationship Certificate duly signed by all Directors of Company/partners/proprietors as per proforma at Section-6(B)	

14	Tender Acceptance Letter, as per format at Section-6(C)	
15	Letter of Authorization to attend Bid opening event as per Section-7(C)	
16	Self-declaration regarding Local Content (LC) for Telecom Product as per proforma at Section-7(G)	
17	Declaration by bidder and OEM/(s) regarding “not black listed” by BSNL & GST as per Proforma at Section-7(H)	
18	For bidder of a country which shares a land border with India, the certificate as per proforma at Section-7(I) (If applicable)	
19	Clause-by-clause compliance as per Clause 11.2 of Section-4A, proforma at Section-7(J)	
20	Declaration about genuineness of documents/certificates as per proforma at Section-7(L)	
21	Undertaking that no addition / deletion / corrections have been made in the downloaded tender document as per proforma at Section-7(M)	
22	Bidder’s Profile & Questionnaire duly filled & signed (as per format in Section-8)	
23	Tender/ Bid form duly filled & signed (proforma at Section-9 Part-A)	
24	Copy of this Tender document signed on all pages by Authorized signatory with Company’s stamp	
25	Filled and signed Checklist giving list of Bid documents enclosed	
26	Any other supporting documents asked in the bid document but not covered above	

Envelope-II(FinancialBid)(online submission)		
Sr.No	Documentstobesubmitted	Submitted(Yes/No)
1.	Filled & signed Price BOQ as perSection-9 Part-B	

Note: All documents submitted by bidder against above eligibility criteria will be self-attested by the bidder and then be uploaded in the GeM portal.

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

Place: Date:

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal