

**TENDER ENQUIRY DOCUMENT**  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

**OFFICE OF GENERAL MANAGER TELECOM DISTRICT DHARAMSHALA-176215**

From: AGM (CFA)  
O/o GM BA BSNL,  
Chilgari, Dharamshala HP-176215.

To, .....

**Sub: SLA based tender for Optical Fiber Cable Maintenance Work in Dharamshala BA**

NIT no: CS-1301/OFC Main-SLA/2023/6

Dated:06.07.2023

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

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If interested, kindly submit your bid offers online through CPPP e-tender portal (<http://www.etenders.gov.in>) on or before date & time specified in clause 6 of detailed NIT.

**AGM (CFA)**  
O/o PGM BSNL Dharashala BA.  
Ph No. 01892-226717  
E-Mail:agmcfadmahp@gmail.com

**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)O/o PGM Dharamshala

**Tender No. CS-1301/OFC Main-SLA/2023/6**

**Dated:-06.07.2023**

**Notice Inviting e-Tender**

Digitally sealed tenders are invited for and on behalf of BSNL by the PGM Dharamshala from the eligible contractors for **SLA Based Optical Fiber Cable Maintenance Work in Dharamshala BA.**

| <b>Sr.</b> | <b>Area</b>    | <b>Approx. Cost Including GST</b> | <b>Bid Security</b> | <b>Cost of Tender Document</b> |
|------------|----------------|-----------------------------------|---------------------|--------------------------------|
| 1          | Dharamshala BA | 51,79,357/-                       | 1,29,484/-          | 1180/-                         |

1. Period of Contract : One Year
2. Availability of Tender document : e-tender document can be obtained by downloading it from the website [www.etenders.gov.in](http://www.etenders.gov.in) .The physical copy of the tender document would not be available for sale.
3. Date & Time of Submission of Tender Document Online : before 1100 hrs 01.08.2023
4. Envelope containing offline documents should be submitted : before 1100 hrs 01.08.2023
5. Opening of Tender Bid : At 1200 hrs 02.08.2023
6. Mode of Payment (For Tender document cost & Bid security): The payment shall be accepted amount through DD/ Banker's cheque/online transaction along with submission of offline documents as per tender, failing which the tender bid shall not be admitted.
7. Bid Validity period/ Validity of Bid offered: 150 Days from the date of opening of Technical (Qualifying) Bid.
8. Concessions to MSME/NSIC certified vendor will be available as per clause No. 2 (f) of General Terms & Conditions.
9. The Tender which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted /Received after expiry date and time.
10. Incomplete/conditional tender will be summarily rejected.
11. The PGM, BSNL Dharamshala BA reserves the right to accept or reject any or all tenders without assigning any reason.
12. The bidders registered with MSME (Micro Small & Medium Enterprises) or Small Scale Units which are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of document cost & bid security. A proof regarding bid security to the extent of their monetary limit. In case of bidders having monetary limit exceeding Rs. 50 Lakhs, the exemption will be limited to Rs 50 lakhs (Rupees Fifty lakhs) only. If the amount of the bid security specified above is more than monetary limit of any bidder, then such bidder needs to furnish Bid Security for the differential amount (i.e. Bid security amount mentioned above minus their monetary limit subject to the maximum of Rs. 50 lacs) in the manner specified in clause no.5.0 section-II. Authenticated copy of valid NSIC registration,

items covered in the registration & monetary ceiling of each item as proof regarding current registration with NSIC for the tendered item(s) will have to be attached along with the Bid Documents. **An affidavit in this regard has to also to be submitted that bidder is following all the guidelines issued by NSIC and bidder is not exceeding the limit assigned by NSIC.** The NSIC certificates having monetary limit as 'NO LIMIT', 'Without Limit' will not be treated as valid certificate.

- 11 (a) The bidders registered with MSME (Micro) Small & Medium Enterprises) or small scale units which are registered with National Small Scale Industries Corporation UNDER SINGLE Point REGISTRATION SCHEME, are exempted from payment of document cost & bid security. A proof regarding current /valid registration with MSME/ NSIC for the tendered items will have to be attached along-with the bid by the bidder. If a vendor registered with MSME/ NSIC under single point registration scheme claiming concessional benefits are awarded work by BSNL and subsequently fails to obey any of the contractual obligations, the bidder will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order

### **13. Eligibility Criteria:**

#### **i. Experience:**

The bidder should have successfully completed "OFC Maintenance/ Construction work " or similar work in DOT/BSNL/MTNL/Central Govt. Dept./ Central PSUs/Private Telecom Operator during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-

- a) Three similar completed works costing not less than amount equal to 40% of the estimated cost in f.y. (2015-16 to 2021-22).

OR

- b) Two similar completed works costing not less than amount equal to 60% of the estimated cost in f.y. (2015-16 to 2021-22).

OR

- c) One similar completed works costing not less than amount equal to 80% of the estimated cost in f.y. (2015-16 to 2021-22).

- a) The experience certificate should be issued from an officer not lower than DE/AGM (STS level) or equivalent grade in DOT/BSNL/MTNL/Central Govt. Dept. / Central PSUs. In case of Private Telecom Operator Limited company- PAN should be in the name of company.

- b) In case of partnership firm — PAN should be of firm only.

- c) In case of sole proprietor firm - PAN should be either of sole proprietor or firm & in such case an affidavit is also to be submitted for sole proprietor of the firm.

- ii. **Scanned Copy of GST registration Certificate** of the bidder duly self-attested with company seal, self-declaration along with the evidence that the bidder is not black listed by GST authorities & In case of multiple GST numbers, all the numbers can be provided.

- iii. **Scanned Copy of Valid EPF & ESI Registration Certificate** duly self-attested with company seal.

**iv. Scanned PAN Copy of valid PAN.**

a) In case of Limited/Pvt.

v. **Turn over:** Average Annual Financial Turnover during the last three years, (2019-20, 2020-21 & 2021-22) ending 31st March of the previous financial year, should be at least 30% of the estimated cost of the tender. Bidder(s) should submit as a documentary proof to this effect,

- a) ITCC( Income Tax Clearance Certificate) for three financial years (2019-20, 2020-21 & 2021-22) as above OR
- b) Balance Sheet with profit and loss account duly certified by the chartered accountant for three financial years (2019-20, 2020-21 & 2021-22) as above.

vi. **Scanned copy of "Power of Attorney"** in case person other than the tenderer has signed the tender documents.

vii. **Labour License** for any ongoing work or for last work done. In case, valid labour license is not available at the time of bidding, an undertaking on non-judicial stamp of value Rs. 100/- to the effect that the valid labour license will be submitted within 30 days of award of Work Order.

viii. **Solvency** : The bidder shall furnish a Solvency Certificate in the prescribed Performa from its bankers in original as evidence that he has financial capability of amount equal to 40% of tender value to perform the contract. The banker's certificate shall not be older than the date of issue of NIT.

**ix. Power of Attorney:**

(1) Scanned Copy of Memorandum and Articles of Association with certificate of incorporation. (POA in case of company )

- i. The power of Attorney should be submitted in original duly executed on the non-judicial stamp paper of Rs. 100/- , the same be attested by a Notary public. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- ii. Copy of Resolution passed by Board of Directors / extract of Board Resolution in regard to signing of bid signed by Company secretary or by all Directors may be submitted with Technical Bid.

OR

(2) Scanned Copy of Partnership deed (POA In case of Partnership firm)

- i. Original Power of Attorney duly notarized on the non-judicial stamp paper of Rs.100/- in favour of a person who sign the bid other than the partners and must be executed by all partners.
- ii. In case one partner is signing the bid document, the original Power of Attorney duly notarized on the non-judicial stamp paper of Rs.100/- executed by all other Partners in favour of a partner who sign the bid.

OR

(3) POA In case of proprietorship firm

- i. An original affidavit duly notarized regarding the proprietorship on non judicial stamp paper stamp of Rs 10/-

- ii. Original Power of Attorney duly notarized/ registered on the non-judicial stamp paper of Rs.100/- in favour of a person who sign the bid if proprietor does not sign the bid document.
- x. **Bid security** may be deposited through DD/ Banker's cheque/online transaction along with submission of offline documents as per tender failing which the tender bid shall not be admitted. The DD/ banker's cheque shall be drawn from any Nationalized / Scheduled/Private bank in favour of "**AO (Cash) BSNL % PGM BSNL Dharamshala** "and payable at Dharamshala.
- xi. Declaration(s) on non-judicial stamp of value Rs. 10/- regarding No Near relative by proprietor/ all partners/ all Directors as the case may be, in prescribed Performa.
- xii. List of qualified experience personnel, who are working for the tenderer, who will be deployed for the work.
- xiii. **Indemnity** undertaking that no loss of Input Tax credit is borne by BSNL due to a default of supplier, in case the supplier gets black-listed during the tenure of BSNL contract in prescribed Performa given in tender document.
- xiv. **Bid Document:** Bid document duly filled in.
- xv. **Bidders profile:** Bidder's Profile & Questionnaire dully filled in.
- xvi. **Undertaking & Declaration :**
  - i. Undertaking & Declaration on non-judicial stamp of value Rs. 10/- duly notarized for understanding the terms & condition of Tender & Spec. of work in prescribed Performa.
  - ii. Declaration on non-judicial stamp of value Rs. 10/- duly notarized that No addition/ Deletion/alteration in bid document is done by bidder & the bid document is same as appeared on CPPP, in prescribed Performa.
  - iii. Declaration on non-judicial stamp of value Rs. 10/- duly notarized regarding firm not debarred/blacklisted in any unit of BSNL in prescribed Performa
- xvii. **List of Directors:** In case of bidder being a Company, 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
- xviii. Clause by Clause Compliance in prescribed Performa as specified in Bid document.
- xix. No Deviation Certificate in prescribed Performa as specified in Bid document
- xx. **Registration Certificate:** Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA)/DIC/MO1
- xxi. An affidavit (on Non-Judicial stamp paper of Rs. 10/-) to be submitted that bidder is following all the guidelines issued by NSIC and bidder is not exceeding the limit assigned by MSME/NSIC if the bidder registered with MSME/NSIC.
- xxii. **Tender document (s),** Scanned copy duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- xxiii. All documents to be enclosed with tender documents should be self attested by bidder with company seal.

- Note 1:- **If any of the document is not applicable for the bidder then the bidder has to upload scanned copy of a paper mentioning "The document asked vide clause no.CCC is not applicable on us" (where CCC=clause and Section of bid document)**
2. The validity of bid will be 150 days from the date of opening of technical bid.

**AGM (CFA)**

O/o PGM BSNL Dharashala BA.

Ph No. 01892-226717

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## **Section-II**

### **Instructions to the Bidders**

1. The tenderer must carefully read all the terms and conditions and specifications and the instructions to the tenderers before filling up tender schedule and his quotations.
2. 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, using Digital signature by the authorized person.  
**(Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference)**
3. Rate should be quoted in both words and figures. If there is any discrepancy in the rates, the rates quoted in words will be taken as correct for purpose of evaluation.
4. Any tender not accompanied with the stipulated amount of tender document cost or earnest money, shall not be considered.
5. Any tender not confirming to any of the conditions specified in the tender documents is liable to be rejected.
6. No modification by the tenderer in any of the conditions will be permitted after tender is opened.
7. Documents to be submitted with the tender as per clause 8 of "General Terms & Conditions".
8. Any tender received after stipulated time & date for closing of tender will not be considered.
9. The PGM BSNL Dharamshala reserves the right to reject or consider any or all the tenders without assigning any reason whatsoever.
10. The tender offer will remain open for acceptance for a period of 150 days from date of opening.

### **E-TENDERING INSTRUCTIONS TO BIDDERS**

**Note:- The instructions given below are for NIC's e-tender portal and for e-tenders invited by BA Head BSNL Dharamshala.**

#### **General:**

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, BSNL Dharamshala has decided to use the portal <http://www.etenders.gov.in> through Central Public Procurement Portal of NIC, (Govt.of India) New Delhi.

1. Tender Bidding Methodology:  
Sealed Bid system- 'Single Stage using Two Envelopes', The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time.
2. Broad outline of activities from Bidders prospective:
  1. Procure a Digital Signing Certificate (DSC)
  2. Register on Electronic Tendering System (ETS)
  3. Create Users and assign roles on ETS
  4. View Notice Inviting Tender (NIT) on ETS
  5. Download official copy of Tender Documents from ETS
  6. Clarification to Tender Documents on ETS

- Query to BSNL (optional)
  - **View response to queries posted by BSNL, as addenda.**
7. Bid Submission on ETS
  8. Attend online Tender opening event (TOE) of Techno-commercial part
  9. View Post-TOE Clarification posted by BSNL on ETS (optional), respond to BSNL's post-TOE queries
  10. Attend online Tender Opening Event (TOE) of Financial-Part (only for Technical Responsive Bidders)
3. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

**a. Digital Certificates:**

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

**b. Registration:**

To use the Electronic Tender portal (<http://www.etenders.gov.in/>), vendor needs to register on the portal. Registration of Each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, use the Electronic Tender Portal [www.etenders.gov.in](http://www.etenders.gov.in). The vendor should visit the home page of the portal [www.etenders.gov.in](http://www.etenders.gov.in) and go to the etenders link then select Bidders Manual Kit. On successful submission of Registration details, please contact NIC helpdesk as given below, to get your registration accepted/activated.

|                       |  |
|-----------------------|--|
| <b>NIC Helpdesk</b>   |  |
| Telephone             | 0120-4001002,0120-4001005, 0120-4200462  |
|                       | cphp-nic@nic.in<br>[Please mark CC: <a href="mailto:support-nic@ncode.in">support-nic@ncode.in</a> ] |
| <b>BSNL Contact-1</b> |  |
| BSNL's Contact Person | AGM(CFA) Dharamshala   |
| Telephone             | 01892-226717<br>[between 10:00 hrs to 17:30 hrs on working days]                                     |
| E-mail ID             | <a href="mailto:agmcfadmahp@gmail.com">agmcfadmahp@gmail.com</a>                                     |
| <b>BSNL Contact-2</b> |  |
| BSNL's Contact Person | SDE(TP) Dharamshala  |
| Telephone/FAX         | 01892-226283<br>[between 10:00 hrs to 17:30 hrs on working days]                                     |
| E-mail ID             | <a href="mailto:sdetxplgdma@gmail.com">sdetxplgdma@gmail.com</a>                                     |

**4. Method for submission of Bid documents:-**

The bid-submission shall be online on CPPP, however some documents mentioned in clause 4.2 are to be submitted physically offline as follows:

Online submission: (as per clause 2 & 7 of instructions to bidder)



| Sr. | Contents of 1st Electronic Envelope                                 | Contents of 2nd Electronic Envelope  |
|-----|---|--|
| 1   | The documents listed in clause 17 (A) of General terms & conditions | (1) Original Price Schedule (BOQ) Download Price Schedule (BOQ) in XLS format, duly fill in the required details & upload) |

Note:- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning "The Document<Name>called vide clause is not applicable on us".

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF format file

- a. Please take care to scan documents such that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- b. Utmost care may be taken to name the files/ documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

| File Name          | Allowed or not allowed in CPPP | Reason for allowed/ not allowed                |
|--------------------|--------------------------------|--|
| QA Certificate     | Not allowed                    | Space in between words/ characters not allowed |
| QA Certificate (I) | Not allowed                    | Special Characters not allowed                 |
| QA_Certificate     | Allowed                        | Underscore allowed between words/ characters   |
| QA Certificate     | Allowed                        | Upper & lower case allowed                     |

- c. It is advised that all the documents to be submitted as per Clause 2 & 7 of instructions to bidder of Bid document are kept scanned or converted to PDF format in a separate Folder on your computer before starting on-line bid submission.
- d. The names and total size of each document (Preferable below 50MB) may be checked before uploading.

#### Offline Submissions:

**The bidder shall submit the original documents offline to AGM(CFA) % PGM BSNL Dharamshala on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).**

1. NSIC/MSME Certificate (Self Attested copy) (As per NIT)
2. Solvency Certificate in original. The banker's certificate shall not be older than the date of issue of NIT.
3. No Near Relative Certificate, Undertaking & Declaration, and Declaration-I, Declaration-II "as per format attached with NIT" on non-judicial stamp paper of Rs. 10/- in original. Certificate shall not be older than the date of issue of NIT.
4. Indemnity undertaking & letter of authorization for attending bid opening in original "as per format attached with NIT".
5. Labour License for any ongoing work or for last work done. In case, valid labour license is not available at the time of bidding, an undertaking on non-judicial stamp of value Rs. 100/- to the

effect that the valid labour license will be submitted within 30 days of award of Work Order. Certificate shall not be older than the date of issue of NIT.

6. Power of attorney (If applicable) on non-judicial stamp paper of Rs. 100/- in original. Certificate shall not be older than the date of issue of NIT.
7. An affidavit (on Non-Judicial stamp paper of Rs. 10/- duly notarized) to be submitted that bidder is following all the guidelines issued by NSIC and bidder is not exceeding the limit assigned by MSME/NSIC if the bidder registered with MSME/NSIC.

All documents including solvency certificate enclosed with tender documents should be self-attested by bidder with company seal & all required Affidavits on Non-Judicial stamp paper should be duly notarized.

**Note: The bidder has to upload the scanned copy of all above said documents during Online Bid submission also**

5. Special Note on Security of Bids:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the service provider', provision for security has been made at various stages in Electronic Tender's Software.

6. Online Tender Opening Event (TOE):

CPPP offers a unique facility for 'Online Tender Opening Event (TOE)'. Tender opening officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE). Every legal requirement for a transparent and secure 'Online Tender Opening Event (TOE)' has been implemented on CPPP.

- (i) The bids will be opened in 2 stages i.e, **(i) Techno-Commercial bid & (ii) Financial bid (BOQ)**. The Techno-commercial bid shall be opened on the date of tender opening given in NIT. **The Financial bid (BOQ) will not be opened on the date of opening of techno-commercial bids.**

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

- (ii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder
- e) Details of bid modification/ withdrawal, if applicable

- (iii) The following information should be read out at the time of Financial bid opening

- a) Name of the bidder

- b) Name of the item
- c) Quantities/ prices quoted in the bid
- d) Taxes & Levies

7. PRICE SCHEDULE / (BILL OF QUANTITY)

Utmost care may kindly be taken to upload Price Schedule / BOQ (Financial Bid). Any change in the format of Price Schedule/ BOQ file shall render it unfit for bidding. Following steps may be followed:-

1. Download (i) price schedule/ BOQ (Financial Bid) in XLS format.
2. Fill rates in downloaded Price schedule/ BOQ as specified in XLS format only in white background cells. Don't Fill in grey background cells.
3. BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
4. Save filled copy of downloaded Price Schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

8. OTHER INSTRUCTIONS:

For further instructions, the vendor should visit the home-page of the portal ([www.etenders.gov.in](http://www.etenders.gov.in)) and go to the Bidders Manual Kit. The compatible support software (PDF Converter, JAVA etc) for online bid submission may be downloaded from CPP Portal.

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times. (BSNL shall not be responsible for any problem arising out of internet connectivity issues).

9. Minimum requirements at Bidders end

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

## SECTION-III

### General Terms & Conditions of the Contract

#### 1. Definitions:

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Bharat Sanchar Nigam Limited and the contractor together with the documents referred to therein including the terms & conditions of the contract, the specifications and instructions issued from time to time by the PGM BSNL Dharamshala and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression shall unless where the context otherwise requires have the meaning hereby respectively assigned to them.
  - (a) The contractor shall mean the individual or firm or company whether incorporated or not and shall include the legal personal representative of such individual or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
  - (b) Department will mean the Bharat Sanchar Nigam Ltd.
  - (c) 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. The tenderer quoting non-workable rates will be rejected out- rightly.

#### 2. EARNEST MONEY DEPOSIT

- a) Each tender should be accompanied with earnest money deposited through online mode of the requisite amount indicated in the NITs given on page 5. Tender submitted without enclosing the original Bank Draft will not be entertained.
- b) Earnest money deposit of unsuccessful tenderers shall be refunded after final acceptance of tender and within reasonable time.
- c) The EMD will not carry any interest for any period whatsoever.
- d) The EMD will be forfeited to the Govt. in the event of the tenderer withdrawing his offer before final acceptance of tenders.
- e) EMD of successful tenderer shall also be forfeited to the BSNL in the event of successful tenderer failing to remit the required security deposit within specified time when required to do so.
- f) The Bidder shall furnish as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT. **The bidders who are registered with MSE under single point registration scheme of National Small Scale Industries (NSIC) Corporation or any other body specified by Ministry of Micro, small & Medium Enterprise, for tender items shall be exempted from payment of bid cost & bid security (EMD) upto the amount equal to their monetary limit or Rs.50 lacs whichever is lower.**

The bidders registered with MSME (Micro) Small & Medium Enterprises) or small scale units which are registered with National Small Scale Industries Corporation UNDER SINGLE Point REGISTRATION SCHEME, are exempted from payment of document cost & bid security. A proof regarding current /valid registration with MSME/ NSIC for the tendered items will have to be attached along-with the bid by the bidder. If a vendor registered with MSME/ NSIC under single point registration scheme claiming concessional benefits are awarded work by BSNL and subsequently fails to obey any of the contractual obligations, the bidder will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order

### 3. SECURITY DEPOSIT / PERFORMANCE SECURITY/ MATERIAL SECURITY

PERFORMANCE SECURITY :( To be collected at the time signing of contract agreement/ acceptance of APO/L01)

- a) All suppliers/bidders (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Purchase Order/ value mentioned in Letter of Intent within 14 days from the date of issue of Advance Purchase Order/ Letter of Intent by the Purchaser.
- b) 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.
- c) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the Performa provided  
<Performa to be inserted by tender inviting authority at appropriate section> of Bid Document.
- d) The performance security Bond will be discharged by the Purchaser after completion of the suppliers performance obligations including any warranty obligations under the contract.
- e) The validity period of the performance security in the form of PBG should be as given below depending on Period of contract.

| Period of Contract | Validity of Performance Security |
|--------------------|----------------------------------|
| 1 Years            | 2 Years & 6 Months               |

Security Deposit:

- i. In addition to Performance Bank Guarantee, 5% Security Deposit is to be taken from the non MSME bidder in the following way;
- ii. The 2.5% EMD already submitted with technical bid by the bidder shall be converted into Security Deposit with the written consent of bidder. In case EMD is in form of BG, the validity of BG may be got suitably extended by contractor on written request of the purchaser.
- iii. Remaining 2.5% amount towards Security Deposit shall be submitted by the bidder through FD/Bank Gaurantee.
- iv. If the contractor is not willing for conversion of EMD into Security Deposit, 5% amount towards Security Deposit shall be deducted from each running bill of the contractor.

Note: - In case of MSME/NSIC registered bidder who have availed the benefit of exemption of price of bid document and the bid security (EMD), 5% amount towards performance bank guarantee shall be submit by bidder in form of FD/bank Guarantee.

- a) The proceeds of the Security Deposit shall be payable to the Purchaser as compensation for any loss resulting from the suppliers failure to complete its obligations under the contract.
- b) The Security Deposit will be discharged by the Purchaser after completion of the contractor's/ supplier's performance obligations including any warranty obligations under the contract. The Security Deposit will be a non interest bearing deposit, for any period what so ever.

Material Security:-

- a) The successful Bidder will have to deposit material security as mentioned in the Scope of Work, subject to a minimum of Rs 2 Lakh (for Construction works) & Rs. 50/- Thousands (for Maintenance works), or suitably decided by BSNL as per work requirement in the form of bank guarantee (valid up to and including six months after, the period of the contract) from a Nationalized /scheduled bank and in the material security bond form provided in the bid document. Material Security can also be submitted through online mode as given in table 1.2 on page 4. The material Security will be a non interest bearing deposit, for any period what so ever.

- b) The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more store has to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the purchaser shall be final and binding.
- c) Proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.
- d) The material security shall be released / refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "no dues certificate" from "Engineer-in-charge" of work.

#### **4. (a) BID / PRICE VALIDITY**

The tender shall remain open for acceptance for a period of 150 days from the date of opening of the tender. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to BSNL, then BSNL shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money of the tenderer.

##### **(b) Bid Prices**

- (i) The bidder shall give the total composite price inclusive of all levies and taxes (excluding GST), packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes (excluding GST) and levies in case of works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by the department (at the District Telecom store) or otherwise to execute the work under the contract, to site at his/ their own cost. The costs of transportation are subsumed in the standard schedule rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.
  - (ii) Price shall be quoted by the bidder as percentage below / above / at par the schedule of rates given in schedule of rates (Financial Bid). Prices quoted at any other place shall not be considered.
  - (iii) The price quoted by bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
  - (iv) Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (Financial Bid). Bidders desiring to offer discount shall therefore modify offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account
  - (v) The accepted rates will be operative for a period of one year from the date of execution of the agreement. The contract may be extended further in broken periods up to one year depending upon the requirement of BSNL at the same rates and same terms & conditions. PGM BSNL Dharamshala may reduce the period of contract according to the requirement without assigning any reason. No escalation in the approved rates will be allowed on account of any reason whatsoever.
  - (vi) Any amount which becomes due and recoverable from the contractor on account of any matter relating to this contract shall also be recoverable from any sum that is due or any sum that may become due to the contractor out of this contract or any other contract with the BSNL.
5. E- tenders on behalf of BSNL are hereby invited by PGM BSNL Dharamshala for the OFC Mtce. work, excavation of pits and trenches up-to nominal depth of 165 cms., testing and localization of fault including tracing the ends of the OF Cable, repair of Optical Fibre Cable and other

associated works including reinstatement of pits" in the jurisdiction of Dharamshala BA from registered contractors in BSNL..

6. The tender will be opened on the date & time mentioned in NIT in the chamber of AGM (CFA) O/o PGM, BSNL Dharmshala in the presence of tenderers or their authorized representative who wish to be present at the time of opening.
7. If any of the last date mentioned in this tender document becomes a holiday due to any unforeseen reason, the said last date shall in such case become the next working day.

**8. THE TENDER NOT ACCOMPANYING THE FOLLOWING DOCUMENT IS LIABLE TO BE REJECTED**

**Documents to be submitted along with(A)Technical Bid**

The bidders would furnish the following documents as part of this bid documents establishing the bidder's eligibility for executing the works.

- i. Cost of tender Form and EMD as per NIT in online mode NEFT/RTGS as given in table 1.2 on page 4. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security and tender cost.

**ii. Experience:-**

The bidder should have successfully completed "OFC Maintenance/ Construction work " or similar work in DOT/BSNL/MTNL/Central Govt. Dept./ Central PSUs/Private Telecom Operator during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-

- a) Three similar completed works costing not less than amount equal to 40% of the estimated cost in f.y. (2015-16 to 2021-22).

OR

- b) Two similar completed works costing not less than amount equal to 60% of the estimated cost in f.y. (2015-16 to 2021-22).

OR

- c) One similar completed works costing not less than amount equal to 80% of the estimated cost in f.y. (2015-16 to 2021-22).

The experience certificate should be issued from an officer not lower than DE/AGM (STS level) or equivalent grade in DOT/BSNL/MTNL/Central Govt. Dept. / Central PSUs. In case of Private Telecom Operator, the experience certificate should be issued from officer not lower than Project Head. The experience certificate should clearly indicate the detail of successfully completed work(s), contract agreement number with date, financial year(s) of work completion and amount of successfully completed work. Note: Similar work means " SSS " (where SSS= the definition of similar work) In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment etc., may be incorporated according to the requirement of work/project.

**iii. Scanned PAN Copy of valid PAN.**

- a) In case of limited/Pvt. Limited company- PAN should be in the name of company.
- b) In case of partnership firm — PAN should be of firm only.
- c) In case of sole proprietor firm - PAN should be either of sole proprietor or firm & in such case an

affidavit is also to be submitted for sole proprietor of the firm.

- iv. **Scanned Copy of GST registration Certificate** of the bidder duly self attested with company seal, self-declaration along with the evidence that the bidder is not black listed by GST authorities & In case of multiple GST numbers, all the numbers can be provided as Annexure.
- v. **Scanned Copy of Valid EPF & ESI Registration Certificate** duly self attested with company seal.
- vi. **Turn over** : Average Annual Financial Turnover during the last three years 2019-20, 2020-21 & 2021-22 ending 31st March of the previous financial year, should be at least 30% of the estimated cost of the tender. Bidder(s) should submit as a documentary proof to this effect,
  - a) ITCC (Income Tax Clearance Certificate) for three financial years (2019-20, 2020-21 & 2021-22) as above

OR

- b) Balance Sheet with profit and loss account duly certified by the chartered accountant for three financial years (2019-20, 2020-21 & 2021-22) as above.

The bidders registered with MSME (Micro Small & Medium Enterprises) or Small Scale Units which are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of document cost & bid security. A proof regarding bid security to the extent of their monetary limit. In case of bidders having monetary limit exceeding Rs. 50 Lakhs, the exemption will be limited to Rs 50 lakhs (Rupees Fifty lakhs) only. If the amount of the bid security specified above is more than monetary limit of any bidder, then such bidder needs to furnish Bid Security for the differential amount (i.e. Bid security amount mentioned above minus their monetary limit subject to the maximum of Rs. 50 lacs) in the manner specified in clause no.5.0 section-II. Authenticated copy of valid NSIC registration, items covered in the registration & monetary ceiling of each item as proof regarding current registration with NSIC for the tendered item(s) will have to be attached along with the Bid Documents. **An affidavit in this regard has to also to be submitted that bidder is following all the guidelines issued by NSIC and bidder is not exceeding the limit assigned by NSIC.** The NSIC certificates having monetary limit as 'NO LIMIT', 'Without Limit' will not be treated as valid certificate.

- vii. **Scanned copy of "Power of Attorney"** in case person other than the tenderer has signed the tender documents.
- viii. **Labour License** for any ongoing work or for last work done. In case, valid labour license is not available at the time of bidding, an undertaking on non-judicial stamp of value Rs. 100/- to the effect that the valid labour license will be submitted within 30 days of award of Work Order.
- ix. **Solvency** : The bidder shall furnish a Solvency Certificate in the prescribed Performa from its bankers in original as evidence that he has financial capability of amount equal to 40% of tender value to perform the contract. The banker's certificate shall not be older than the date of issue of NIT.
- x. Power of Attorney:
  - (1) Scanned Copy of Memorandum and Articles of Association with certificate of incorporation. (POA in case of company )
  - a) The power of Attorney should be submitted in original duly executed on the non-judicial stamp paper of Rs. 100/- , the same be attested by a Notary public. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on



behalf of the Company/ institution/ Body corporate.

- b) Copy of Resolution passed by Board of Directors / extract of Board Resolution in regard to signing of bid signed by Company secretary or by all Directors may be submitted with Technical Bid.

OR

(2) Scanned Copy of Partnership deed (POA In case of Partnership firm)

- a) Original Power of Attorney duly notarized on the non-judicial stamp paper of Rs.100/- in favour of a person who sign the bid other than the partners and must be executed by all partners.
- b) In case one partner is signing the bid document, the original Power of Attorney duly notarized on the non-judicial stamp paper of Rs.100/- executed by all other Partners in favour of a partner who sign the bid.

OR

(3) POA In case of proprietorship firm

- a) An original affidavit duly notarized regarding the proprietorship on non judicial stamp paper stamp of Rs 10/- duly notarized
- b) Original Power of Attorney duly notarized/ registered on the non-judicial stamp paper of Rs.100/- in favour of a person who sign the bid if proprietor does not sign the bid document.

xi. **Bid security** may be deposited as per Col. No. 7 of table 1.1 through online mode NEFT/RTGS as give in table 1.2 on page 4. The EMD may also be paid in the form of BG issued by any National/ Scheduled Bank in favour of Account Officer (Claim), BSNL, Dharamshala BA. The validity of BG should be 180 days from date of opening of tender. Copy to be attached; otherwise tender will not be accepted.

xii. Declaration(s) on non-judicial stamp of value Rs. 10/- duly notarized regarding No Near relative by proprietor/ all partners/ all Directors as the case may be, in prescribed Performa.

xiii. List of qualified experience personnel, who are working for the tenderer, who will be deployed for the work.

xiv. **Indemnity** BSNL that no loss of Input Tax credit is borne by BSNL due to a default of supplier, in case the supplier gets black-listed during the tenure of BSNL contract in prescribed Performa given in tender document.

xv. **Bid Document:** Bid document duly filled in.

xvi. **Bidders profile:** Bidder's Profile & Questionnaire dully filled in.

xvii. Undertaking & Declaration :

- a) Undertaking & Declaration on non-judicial stamp of value Rs. 10/- duly notarized for understanding the terms & condition of Tender & Spec. of work in prescribed Performa.
- b) Declaration on non-judicial stamp of value Rs. 10/- duly notarized that No addition/ Deletion/alteration in bid document is done by bidder & the bid document is same as appeared on CPPP, in prescribed Performa.
- c) Declaration on non-judicial stamp of value Rs. 10/- duly notarized regarding firm not debarred/blacklisted in any unit of BSNL in prescribed Performa

xviii. **List of Directors:** In case of bidder being a Company, 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

xix. Clause by Clause Compliance in prescribed Performa as specified in Bid document

xx. No Deviation Certificate in prescribed Performa as specified in Bid document

xxi. **Registration Certificate:** Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA)/DIC/MO1

xxii. **Tender document (s),** Scanned copy duly filled in and signed by tenderer or his authorized

representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

- xxiii. All documents to be enclosed with tender documents should be self attested by bidder with company seal. Note:
- Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer.
  - Submission of documents listed above is mandatory and non-compliance may result in rejection of the Bid during evaluation.
  - If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning "The document < Name> called vide clause \_\_\_ is not applicable on us".

**Note:**

If any one of the above 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 tendering authority at its discretion may call for any clarification regarding the document. The tendering authority at its discretion may also ask for the submission of any additional/missing document(s) within a stipulated time period. In such case(s), the bidder shall have to comply with the tendering authority's requirement within the specified time. In case of non-compliance within the time so specified, the bid will be out-rightly rejected without entertaining further correspondence in this regard.

**9. SUBMISSION OF BIDS:**

- Method of preparation of bid:
  - Single stage Bidding & Two Electronic Envelope System
  - The details of sealing & marking of bids in each case is given below:
  - The bidder shall submit his bid in two envelopes
  - The first electronic envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidders satisfying the eligibility / Technical & commercial conditions with Bid security as per NIT.
  - The second electronic envelope will be named as **Financial Bid (BOQ)** containing Price Schedules as per Annexure-A.
- (a) The envelope containing offline documents mentioned in clause 4.2 of e-tendering instructions to bidders shall be sealed properly by the bidder and addressed to:

**AGM (CFA)**  
**Admin Building, O/o PGM BSNL,**  
**Dharamshala BA, Chilgari, Tehsil Dharamshala,**  
**Distt Kangra, HP-176215**

- The envelope shall bear the **name of the Tender**, the **Tender number**, and the words' **DO NOT OPEN BEFORE**' due date & time.
- The envelope shall indicate the **name and postal address of the bidder** to enable BSNL Dharamshala to return the envelope unopened in case it is declared "LATE".
- The envelope containing all above offline documents shall be sealed properly by the bidder and shall be delivered on or before due Date & Time of submission of bids.
- The envelope should be deposited in the Tender Box available at the chamber of The Assistant General Manager (CFA) Office of Principal General Manager, BSNL Dharamshala BA -176215 or sent by Registered Post / Speed Post / Courier or delivered in person on the above mentioned address (in clause 9(ii) (a) above). The responsibility for ensuring those outstation envelopes are delivered in time shall rest with the bidder. The BSNL Dharamshala shall not be responsible if the bids are delivered elsewhere.

- (f) Tender not submitted in above mentioned manner will be rejected.
- (g) Any bid received after the deadline for submission of bids shall be rejected and returned to the bidder.

### **(B.) Financial Bid**

**10. Venue of tender opening:** The e-tender will be opened online in the Chamber of The The Assistant General Manager (CFA) Office of Principal General Manager, BSNL Dharamshala BA - 176215 on date & time specified in NIT. If due to administrative reasons, the venue of bid opening is changed, it will be displayed prominently at venue and Notice Board and also on website [www.etenders.gov.in](http://www.etenders.gov.in)

**11. Issue of Letter of Intent:**

The issue of letter of intent shall constitute the intention of the BSNL to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder. The bidder shall within 15 days of LOI give his acceptance along with security deposited.

**12. Signing of Agreement**

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL within a week of submission of security deposited.

**13. THE RATES QUOTED BY THE TENDERER SHOULD BE LOGICAL AND WORKABLE.**

**14.** Bid security has to be deposited online as per Clause. No. 2 of section III, otherwise tender will not be accepted.

**15.** The tenderer will have to quote the rates in schedule of items & rate in the prescribed form (BOQ). The rate should be quoted inclusive of all taxes in figure as well as in words except GST.

**16.** The tenderer shall quote the rate inclusive of all charges. The department shall pay only the rates quoted and agreed through this tender.

**17. CONDITIONAL AND INCOMPLETE TENDERS SHALL BE REJECTED.**

- a) The submission of more than one tender under different names is strictly prohibited and in such a case all such tenders shall be rejected.
- b) If any of the information furnished by the tenderer is found to be incorrect at any point of time, his contract is liable to be terminated without giving any notice and his earnest money any other deposits shall be forfeited.
- c) The court case, if any, shall be entertained in Dharamshala city jurisdiction only.
- d) The tenderer signing the tenders in case of firms should specify whether they are signing as (i) Sole proprietor (ii) Partner (iii) Under power of attorney (iv) Director, Manager or secretary etc. as the case may be copies of the documents authorized the signing authority to sign the tender shall be attached with the tender form.
- e) No engineer of Gazetted rank or other Gazetted officer who retired from any Engg. or Administrative Deptt. Of the Govt. of India/BSNL is allowed to work as contractor for a period of two years of his retirement from Govt. service/BSNL without the prior permission of the BSNL. An affidavit to this effect will be submitted by the contractor. The tender is liable to be cancelled if either contractor or any of his employees is found any time to be a person retired from Govt. Service/BSNL as indicated above & who has not obtained permission of the BSNL before submission of the tender or engagement in contractor's service.

- f) No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees Non-executive employees working in BSNL & executive employees (also called Group 'A' & Group 'B' officers) working in BSNL either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
- a. Member of Hindu Undivided Family.
  - b. They are husband and wife.
  - c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), Daughter(s), & daughter's husband (son-inlaw), brother(s) & brother's wife, sister(s) & sister's husband (brother-inlaw).
- g) The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed.
18. Normally bill for the completed work will be submitted to SDE's concerned along with details of work done and payment will be made on availability of fund.
19. Tender document down loaded from web site may also be used for bidding purpose. A D/Draft for an amount equal to the cost of tender form, drawn in favor of AO (Cash) BSNL, O/o PGM BSNL Dharamshala payable at Dharamshala should be enclosed along with the qualifying bid without which the bid document will not be valid.
20. Tender in which any of the prescribed condition are not justified or are incomplete are liable to be rejected. However , PGM BSNL Dharamshala at its discretion may call for any clarification/documents from Bidder.
21. DEPARTMENT'S RIGHT TO VARY CONTRACT VALUE/WORK AND PERIOD:
- (a) The Department/BSNL, reserves the right to decrease or increase the **work up to the limit of  $\pm 25\%$  of the contract value within contract period of one year**. Department also reserves the right to increase or decrease individual item quantity as per requirement of BSNL with provision that the total contract value will be within  **$\pm 25\%$** . For example if contract value is Rs. One Lakh, then work of up to Rs.75000/- to Rs. 125000/- can be executed within the contract period of one year.
  - (b) PGM BSNL Dharamshala, also reserves the right to extend the period of contract for a period of one Year as per requirement with extended cost of tender in ratio of extended period on same terms and conditions with extension of validity period of material security and it will also have flexibility of  $\pm 25\%$  increase or decrease in extended cost during extended period of contract. Department also reserves the right to increase or decrease individual item quantity as per requirement of BSNL with provision that the total contract value will be within  $\pm 25\%$ .

## **Section-IV**

### **CONDITIONS OF THE CONTRACT**

1. The successful bidder shall be required to furnish a security deposit 5% of the total contractual value, within fifteen days of receipt of letter of intent and tendered online through NEFT/RTGS or Bank Guarantee from any scheduled bank. Earnest money will be refunded on receipt of security deposit @5% of contractual work. No interest will be paid to the contractor on the security deposit.
2. Any sum of money due or payable to the contractor including the security deposit refundable to him under the contract, may be appropriated by this office against any amount of loss/penalty caused/imposed on which the contractor may own to PGM Dharamshala.
3. The contractor shall comply with the provision of labour laws & other laws relating there to any the rules made there under from time to time. Contractor is sole responsible and also be liable for any pecuniary loss arising on account of mishap/wages etc for labour. Department shall not be responsible for any mishap/wages for employment of labour.
4. Termination of Contract
  - (i) Not with standing anything mentioned previously in the standard conditions of contract or elsewhere. PGM BSNL Dharamshala reserves the right to terminate the contract at any time during the period of contract, by giving the contractor one week written notice for this effect.
  - (ii) For each occasion of default in standard of maintenance found in daily inspection, Rs. 100/- shall be levied as compensation in addition to non payment for the relevant item, without prejudice to any other action for default in performance under the contract.
5. INSPECTION AND SUPERVISION

All work under on in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the officer in charge, his authorized subordinates, and all the superior officer at all times during the usual working hours.
6. The contractor shall be responsible to arrange at his cost all necessary tools, plants, machinery and equipment required for execution of work.
7. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause what so ever during the execution of the work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
8. Some restriction may be imposed by the security staff etc. on the working and/or movement of labour, material, etc., The contractor shall be bound to follow all such restrictions instructions and nothing extra shall be payable on this account.

9. The contractor shall comply with proper and legal orders and direction of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
10. The rate of all items of work, shall, unless clearly specified otherwise include cost of labour, material and other input involved in the execution of the item.
11. End to end testing of all fibers after splicing is mandatory. The contractor will ensure that splice losses are within the permissible limit as specified by BSNL HQ and as advised by field units.

12. SPECIFIC TERMS AND CONDITIONS OF THE OF CABLE MAINTENANCE WORK

1. All the stores and other materials required for the work shall be supplied by the contractor **on time** except where specifically mentioned against particular item in the format for rates /tender documents.
2. The contractor shall arrange to carry the stores from Distt. Store depot or sub divisional store dump required for the work including loading & unloading etc. at his own cost **with in timely manner** and no transportation charges etc in this regard shall be paid by the BSNL.
3. The recovered and surplus stores etc. shall also be carried from site of the work to the store dump & deposited with the I/C of the work without any claim of transportation etc. from the BSNL.
4. The contractor shall protect all the stores issued to him for the work against loss / damage/ theft etc. due to floods, fire riots, mishandling etc. till proper accounts are handed over to the BSNL.
5. The contractor will maintain store and other accounts of the work and shall submit to this office his books and accounts and all other relevant records maintained by him in this connection, within 15 days from the date of his being called upon to do so.
6. In the event of any damage or loss of material while in possession of the contractor, recovery will be made from the contractor to the extent of damage / loss as the case may be, at the rates decided by the PGM BSNL Dharamshala.
7. The unused OFC cables and other surplus material will be deposited by the contractor to the concerned SDE at the sub divisional Head quarter under valid receipt and at the cost of the contractor after completion of work as per work order in each case.
8. The contractor shall make his own arrangements of all the necessary tools, testers and other implements like OTDR, Power meter etc required for the work.
9. The contractor shall employ sufficient labour for carrying out the work satisfactorily and handling the valuable stores without any damage etc.
10. The contractor shall arrange to provide Red lamps, Red flag, signboards etc. for display at the site of work precautions to avoid road accidents etc. due to negligence of his workers.
11. The contractor shall not engage any departmental official / worker for the contract work.
12. The BSNL shall not be responsible for the continuation of employment of labour engaged by the contractor and they will have no claim of employment from the BSNL in any case.
13. No additional payment will be made by the BSNL to the contractor for working of his labour beyond fixed hours or on Sundays / Holidays etc.
14. The contractor will comply with Municipality, PWD, Improvement Trust, Forest Department, Police

etc. regulation and orders relating to the work.

15. The contractor will be held responsible for any damage of water, sewerage, gaspipes, electricity supply, forest plantation etc. or any other installations during execution of work and will make good any loss done to these underground installations in accordance with provisions for recovery by various Departments.
  16. The contractor will also be responsible for any damage to the existing / new underground cables of the BSNL and cost of damage / repairs shall be recovered by the BSNL from contractor's bills / security deposit etc. in accordance with the provisions of rules.
  17. The contractor will have to start the work immediately from the date of execution of agreement and award of work.
  18. The contractor will start the work within one hour of the intimation of fault received on telephone from the DE/SDE/JTO of the transmission wing. The restoration of fault has to be done within four hours of intimation received. If the interruption continues for more than four hours contractor has to pay a penalty of Rs.10000/- (Rs.Ten Thousands) per event to BSNL. Time & Date informed on telephone will be recorded both by the contractor and transmission wing. A slip in the following format will be prepared by the contractor and will be signed by the representatives of BSNL & contractor present at the site of the work to avoid any dispute. One copy of the slip will be kept by the transmission team for M.B.purpose.
    - (i) Date & time informed to contractor on telephone:
    - (ii) Date & time started the work:
    - (iii) Date & time completed the work:
    - (iv) Description of work done: (a) Trench Meters (b) No. of joints (c) Chambers:
- The contractor shall arrange for the printed slips available with him at the site of work for obtaining orders on the slip in writing. Work order will be issued by the SDE OFC concerned in the prescribed format mentioning actual quantum of work done with full description and date and time of intimation, commencement & completion of work. If the contractor does not get the sign of the SDE/JTO/JE of transmission wing on the slip then he has to accept the entries of above items as made by the JTO transmission in the M.B. No dispute in this regard will be accepted.
19. For inferior workmanship: if the splice loss in the fibres spliced in a cable during any fault on an average are not limited to 0.05dB per joint then the contractor would be required to make good at its own cost again besides giving penalty of Rs. 5000 per cable fault to BSNL.
  20. Payment shall be made against each completed work order on production of bills after passing the bills from Divisional Engineer. 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 reopening 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.
  21. Road cut and reinstatement charges, if any shall be paid by the BSNL to the concerned local authorities. Refilling of trenches with proper ramming and consolidation of earth will be done by the contractor to the satisfaction of the concerned local authority, i.e. Municipal Corporation, Dharamshala Authority etc. and to the satisfaction of the department.

During execution of work, care should be taken by the contractor, so that the existing underground network of water/ sewer or gas pipeline of concerned authority are not damaged/ cut. In any damage/ cut is done, the contractor shall carry out such repair for restoration of the damaged network at his own cost. If the contractor fail to repair and any claim is raised by these authorities to BSNL, for restoration, the amount shall be recovered from the contractor's bill/ security deposit.

22. Any charges claimed by the local authorities for improper reinstatement by the contractor shall be recovered from the contractor's bills / security deposit.
23. The contractor should be in a position to take at least ten work orders at a time. In case the field units issue more than 10 work orders, priority will be fixed by D.E. concerned for first ten works.
24. Extension of time for completion of work: If the contractor desires an extension of time for completion of work on some grounds, he shall apply for the same to concerned D.E. who will examine the situation and may grant extension if he feels satisfied.
25. Liquidated damage charges:
  - (i) Liquidated damage charges @ Rs. 1000/- per day per work order shall be recoverable from the bills of the contractor subject to a maximum of 10% of the value of the work order for delay in completion of the work beyond the period specified in the work order.
  - (ii) The PGM BSNL Dharamshala at his discretion on furnishing of genuine and sufficient grounds for delay in the work by the contractor may waive off the imposition of liquidated damage charges or reduce the amount of such charges.
  - (iii) The adjustment of liquidated damage charges from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of the work.
26. The JTO I/C of the work will maintain measurement book indicating details of OFC cables repaired, lengths, OFC jointing details, trenches, test pits etc. The bills by the contractor shall be submitted according to the entries in the measurement book.
27. The contractor will submit the diagrams and tables of the OFC cable repaired and other details etc. along with the bills to the JTO / SDE, who would check and verify the bills with reference to entries in MB and endorse necessary certificates on the bills and submit to AGM(PLG) O/o PGM BSNL, Dharamshala for payment.
28. 100% work will be inspected and checked by the JTO I/C, SDO / SDE will check 50% and DE will check minimum 10% of the work. A certificate to this effect for satisfactory execution of work will be endorsed on the bills. Inspection report of JTO, SDO/SDE & DE should be annexed with the bill.
29. The contractor shall attend to discrepancies / defects reported during such inspections, to the full satisfaction of the concerned authority.
30. D.E. concerned shall be competent authority as to decide the quality of work and his decision will be binding on the contractor.
31. On getting the reminders if proper work is still not done to the satisfaction of the concerned DET even after two weeks then at the risk and cost of the contractor the work shall be got done by the department through another agency.
32. All the works are subject to testing as per departmental norms and acceptance by the concerned officer in charge of the work not below the rank of S.D.O./S.D.E.
33. PGM BSNL, Dharamshala reserves the right to add any other condition in the agreement which may be necessary for smooth / proper implementation of the agreement.
34. The contractor will set up his office within Dharamshala town having Telephone and office setup.
35. If the authorized contractor is not executing OFC mtce. work which is to be done for restoring the



Telecom network in the interest of BSNL in SSA Dharamshala the same will be carried out by another contractor/agency at the risk & cost of the contractor and recovery will be made from contractor bill/ security deposit .

**13. Arbitration**

In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matters there decision of which is specifically, provided under this agreement, the same shall be referred to the sole arbitration of the PGM, BSNL Dharamshala, Meerut or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the PGM, BSNL Dharamshala or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the PGM, BSNL Dharamshala or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation act 1996.

**14. SET OFF:**

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

**15. FORCE MAJEURE:**

Contractor shall not be liable for any delay, default or failure under this agreement if such delay default or failure arose as a direct consequence of force major including strikes, lock out, war & civil unrest.

**16. Method of Evaluation:**

**17.** Tender will be evaluated on the basis of financial bid The Refund of security deposit shall be refunded after expiry of warranty period of Last work executed out of poor quality of work, incomplete work and/or violation of work terms and conditions of the contract as stipulated in bid document (vide para 8 of chapter 4 of A Hand book on Telecom works contracts).

**18 Forfeiture of Bid Security: Terms.**

The Bid Security will be forfeited.

- a. If the bidder with draws bid during the period of bid validity specified in bid document.
- b. If the bidder makes any modifications in terms and conditions of tender which are not acceptable of the department or.
- c. In case of successful bidder, if the bidder fails.
  - i. To sign the agreement in accordance with clauses of contract.
  - ii. To furnish material performance security as asked for in accordance with clauses of contract.
- d. If any of the information furnished by the tenderer is incorrect at any point his contract/Tender is liable to be terminated without giving any notice and his bid security will be forfeited and Tenderer will be black listed.

**19.. Termination of contract**

- (a) The PGM BSNL Dharamshala has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 10 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- (b) In the event of contractor failing to execute the contract to the satisfaction of PGM BSNL Dharamshala / DET concerned, the PGM BSNL Dharamshala shall have the right:
- i) To reject or / and withhold the payment for the period services have not been rendered to the BSNL's satisfaction
  - ii) PGM BSNL Dharamshala may even terminate the contract as per clause 19(a) above.

**20. Work orders:**

Work orders will be issued by AGM CFA for the work annexed in SOR of financial bid as and when required.

**21.** BSNL will have the right to award the contract to two firms.

**22.**

**Action to be taken against defaults of the bidder/vendor****Appendix-1**

| Sr.  | Default of the bidder/vendor  | Action to be taken  |
|------|---|---|
| 1(a) | Submitting fake/forged<br>a) Bank instruments with the bid to meet terms & condition of tender in respect of tender fee and/or EMD:<br>b) Certificate for claiming exemption in respect of tender fee and/ or EMD:<br>And detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO. | i) Rejection of tender bid of respective vendor.<br>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.<br>iii) Termination/Short closure of PO/WO, if issued. This implies non-acceptance of further supplies/ work & services except to make the already received material work/complete work in hand. |
|      | <b>Note :-1.</b> However, in this case the performance guarantee if alright will not be forfeited.  |   |
|      | <b>Note:-2.</b> Payment for already received supplies/completed work shall be made as per terms & conditions of PO/WO.  |   |
| 1(b) | Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax. Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of                      |   |

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|   | tender:   |  |
|   | (i) If detection of default is prior to award of APO.   | i) Rejection of Bid &<br>ii) Forfeiture of EMD.  |
|   | (ii) If detection of default after issue of APO but before receipt of PG/SD (DD,BG etc.)  | i) Cancellation of APO<br>ii) Rejection of Bid &<br>iii) Forfeiture of EMD.  |
|   | (iii) If detection of default after receipt of PG/SD (DD,BG etc).   | (i) Cancellation of APO<br>(ii) Rejection of Bid &<br>(iii) Forfeiture of PG/SD.<br>However on realization of PG/SD amount, EMD, if not already released shall be returned.  |
|   | (iv) If detection of default after issue of PO/WO.  | i) Termination/short closure of PO/WO and Cancellation of APO<br>ii) Rejection of Bid &<br>iii) Forfeiture of PG/SD.<br>However on realization of PG/SD amount, EMD, if not released shall be returned.                              |
|   | <b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.  |  |
|   | <b>Note 4:-</b> 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/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:<br>a) Obstructing functioning of tender opening executives of BSNL in receipt/opening of tender bids from prospective Bidders. Suppliers/ Contractors.<br>b) Obstructing/Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely. | 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. |
| 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.   |

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| 4.1 | Failure to supply and/or Commission the equipment and/or executive of the work at all even in extended delivery schedules, if granted against PO/WO.  | <ul style="list-style-type: none"> <li>i) Termination of PO/WO</li> <li>ii) Under take purchase/work at the risk &amp; cost of defaulting vendor.</li> <li>iii) Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.</li> </ul>   |
| 4.2 | Failure to supply and/or Commission the equipment and/or executive of the work in full even in extended delivery schedules, if granted against PO/WO.   | <ul style="list-style-type: none"> <li>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.</li> <li>ii) Under take purchase/work for balance quantity at the risk &amp; cost of defaulting vendor.</li> <li>iii) Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting vendor.</li> </ul>   |
| 5.1 | The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/WO/Contract.  | <ul style="list-style-type: none"> <li>i) If the material is not at all acceptable, then return the non- acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills /PG/SD.</li> <li>ii) If the material is inducted in network &amp; it is not possible to return it and/or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty =Price-price determined for degraded equipment) himself and/or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</li> </ul>  |
| 5.2 | Major quality problems (as established by a joint team/committee of user unit (s) and QA Circle)/ performance and non-rectification of defects (based on reports of field units and QA circle). | <ul style="list-style-type: none"> <li>i) If the material is not at all acceptable, then return the non- acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/Pg/SD:</li> <li>ii) If the material is inducted in network &amp; it is not possible to return it/ and/or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment, (Financial penalty=Price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD:<br/>and</li> <li>iii) Withdrawal of TSEC/ IA issued by QA Circle.</li> </ul> |

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| 6  | <p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL.</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>   | <p>i) Recovery of over payment from the outstanding dues of vendor including EMD, PG &amp; SD etc. and by invoking '<b>Set off</b>' clause 21 of Section 5 part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>  |
| <p><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/employees.</p>              |   |   |
| <p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p> |   |   |
| 7  | <p>Network Security/safety/Privacy:- if the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>Network Security/Safety/Privacy:-If the vendor tampers with the hardware, software/firmware or in any other way that</p> <p>a) Adversely affect the normal working of BSNL equipment</p> <p>(s) and/ or any other TSP through BSNL.</p>  | <p>i) Termination of PO/WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/SD/O/s bills etc.</p>   |
|  | <p>b) Disrupts /sabotages functioning of the BSNL network equipments such as exchange, BTS, BSC/MSC, Control equipment including IN etc, transmission equipments but not limited to these elements and /or any other TSP through BSNL.</p> <p>C) tampers with the billing related data/invoicing/ account of the Customer/User (s) of BSNL and/or any other TSP (s)</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertake any action that affects / endangers the security of India.</p> | <p>i) Termination of Po/WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/SD/O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p> |

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| 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   | <ul style="list-style-type: none"> <li>i) Termination/Short Closure of the PO/WO</li> <li>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii) No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>iv) In case of turnkey projects, if the material is commissioned and</li> </ul>   |
| 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. | <ul style="list-style-type: none"> <li>i) Termination/short Closure of the PO/WO.</li> <li>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii) No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>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).</li> <li>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price -price determined for degraded equipment ) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</li> </ul> |
| 10 | If the vendor does not return/refuses to return BSNL's dues:   | i) take action to appoint Arbitrator to adjudicate the dispute.   |
|    | a) inspite of order of arbitrator.   | <ul style="list-style-type: none"> <li>i) Termination of contract, if any.</li> <li>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; 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.</li> <li>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</li> </ul>  |
|    | b) Inspite of Court Orders.  | <ul style="list-style-type: none"> <li>i) Termination of contract, if any</li> <li>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future</li> </ul>   |

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|  |  | 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/ 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 business:   |   |
|  | a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. | i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. |
|  | b) If the vendor/supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of para 4.1 & 4.2  |   |
|  | c) If the vendor/supplier fails to submit required documents/ information, where required.   |   |
|  | d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.  |   |
| <b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender. |  |   |

**Note 8:** In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

**Note 9:** Banning of Business dealing order shall not have any effect on the existing/ ongoing works/AMC/CAMC which will continue.



## **SECTION-V**

### **CONSTRUCTION SPECIFICATIONS**

**1. GENERAL:**

The work involves excavation of pits and trenches up-to nominal depth of 165 cms., testing and localization of fault including tracing the ends of the OF Cable, repair of Optical Fiber Cable and other associated works including reinstatement of pits and also overhead restoration of OF cable in the jurisdiction of Dharamshala as mentioned in the schedule of the tender including laying of bricks concreting.

**2. Location and alignment of the trench.**

In city area the pits will normally follow the foot path of the road except where it may have to come to the edge of the carriage way as well as when cutting across road with specific permission from the authorities responsible for maintenance of the road (such permission will be obtained by the BSNL). Outside the city limits the trench will normally follow the boundary of the roadside land. However, where roadside land is full of borrow pits or a forestation or when the cable has to cross culverts bridges or streams, the trench may be closer to the road edge or in some cases, over the embankment or shoulder of the road (permission for such locations for cutting the embankment as well as shoulders of the road will be obtained by the BSNL).

The alignment of the pits will be decided by the responsible officer of the BSNL not below the rank of Junior Telecom Officer. While marking the alignment only Centerline will be marked and given and the contractor shall set out all the work to ensure that the excavation trench is as straight as possible. The contractor shall provide efficient staff for the purpose of This marking and the contractor shall solely be responsible of the accuracy of such setting out. The contractor shall clear, prepare and grade the right of way to facilitate the marking of the alignment of the trench. Contractor shall remove all bushes, undergrowth, slumps, rocks and other obstacles to facilitate marking the centerline. It is to be ensured that, minimum amount of bushes, and shrubs shall remove clear the way and the contractor shall give all considerations to the preservation of trees within the right of way. No additional charges will be paid for clearing the alignment.

**3. PITS DEPTH AND WIDTH:-**

The pits are to be done at a depth of 1.65 meter or more in ordinary soil. The payment to the contractor will not be related to the volume of the excavated earth but only related to length and width of the pits in running meters and the standard depth.

**4. EXCAVATING AND LEVEL OF PIT:**

The contractor shall dig the pit to the depth specified. Pit shall as far as possible be kept ahead of the laid Optical Fibre Cable. Contractor shall exercise due care that the soil from the trenches intended to be used for back filling is not mixed with loose debris. The bottom of the trench should be straight as far as possible, all curved and gradients if should be gradual. Any type of root or sharp stones on gradient or rocks should be cut and blunted and trench should be cleared of all pieces of stones, rocks and leveled up properly. A layer of minimum 5 cms of soft soil should be used for leveling the trench.

5. DEWATERING:-

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

The contractor should provide sufficient width of the trench and all such places where it is likely to cave in due to soil conditions and for this no extra payment shall be made.

A minimum free clearance of 15 cms should be maintained above or below any existing underground OFC lines or structure for crossing the trenching. No extra payment shall be made towards this.

6. METHOD OF EXCAVATION:-

In city limits as well as in built up area, the contractor shall resort to use of manual labour only to ensure that damage is not caused to Optical Fibre Cable and structures of various other utility services like telephones, power, sewer or water supply etc. Any mechanical excavation may cause damage to such installations, which must be avoided. If any such thing happens, the contractor will have to compensate it.

However, along the Highway, away from cities and towns where it is certain after due care and verification that no other cable line may be buried in the path of excavation, it will be preferred that the contractor uses mechanical means as trenching machines set wherever these can be used without causing damage to trees.

There shall be no objection if at road crossing or rail crossing or at location at small hillock etc. mechanical boring device is used to bore a hole of the required diameter and the RCC/GI/CI or PLB pipe is pushed through that hole, provided of course it is ensured that, no other existing cable of any services or pipe is damaged. The same procedure can also be permitted even in open area in the countryside under the above conditions.

7. ENGINEERING INSTRUCTION ROAD MAINTAINCE & INTER UTILITY CODE OF CONDUCT:-

The contractor shall observe all safety measures & precautions including code of conduct while safety carrying out the work. The contractor shall obtain in writing the road maintenance and inter utility code of conduct applicable to the area of work from the DE or site in charge before commencement of the work.

The contractor shall obtain from D. E. or route in charge written Engineering instructions and safety measures issued from time to time as application to the work including:

1. Excavation in General.
2. Excavation close to Electric Cables.
3. Excavation in public street, congested area and along railway lines.
4. Blasting work using explosive.

8. Payment Terms:-

The contractor shall prepare the bills ensuring execution of work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills of SDE In-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book. The bills for 288F/96F splicing work shall be prepared and submitted separately.

The SDE In-charge of work shall scrutinize the bills and accord necessary certificates regarding satisfactory execution of the work / supply made in good condition and submit the bills with the

documents as mentioned below to the Divisional Engineer, In- charge of work for checking and verification.

The divisional incharge will submit these bills with his covering letter to DGM(Tx.) O/o , Dharamshala which will be processed for payment. Payment will be release on availability of funds.. Details of payment of all the bills shall be entered into contract's ledger by work section of the A.O. Planning cell. No interest is payable on account of delay in any inprocessing of claim.

No bill submitted after two month will be entertain for payment. As per contract condition contractor fails to comply the agreement conditions and fails to provide the services, contract will be terminated and contractor will de bared to participated in the tender in Dharamshala.

GST charged in the bills issued to BSNL shall be paid by contractor within the due date as per GST norms. Vendor has to submit self attested photocopy of GST payment challan, in respect of previous invoices/bills, along with the invoices/bills submitted for processing for payment.

GST returns filed by the vendor must contain the details of bills issued to BSNL.

In case of non compliance of above clause, BSNL may withhold the GST component charged in the bills/invoices.

9. Penalty:-

The contractor will attend the fault by employing manual or machine and shall give it ready within 3 Hrs including digging of pits & trenches also anywhere in the jurisdiction of Dharamshala SSA as per Telephonically or written order given by the Concern OFC route in charge, JTO or SDE.

Contractor may be called for work on 24 X 7 X 365.

Contractor if fails to attend the fault within stipulated duration shall be Liable to pay penalty for the entire period of break down including Saturdays, Sundays and holidays as specified by the SDE (route) intimated verbally or in writing and PENALTY AMOUNT SHALL AS PER CLAUSE 12 (18) OF SECTION-IV.

If the contractor fails to comply with the work at three times during contract period, his security deposit is liable to be forfeited & contract may be terminated.

10 Penalty for cutting/damaging the old cable:

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

| Size of existing U/G/OF cables cut/ damaged | Amount of penalty per cut/damage |
|---|----------------------------------|
| Up to 100 pairs cable                       | Rs. 500.00 (Five Hundred)        |
| Above 100 pairs & Up to 400 pairs           | Rs. 1,000.00 (One thousand)      |
| Above 400 pairs                             | Rs. 2,000.00 (Two thousand)      |
| OF cables of any size                       | Rs. 50,000.00 (Fifty thousand)   |

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

**ANNEXURE - I**  
TENDERER'S PROFILE

Passport Size  
Photograph of the  
tenderer /authorized  
signatory holding  
power of attorney

**General:**

1. Name of the tenderer/firm
2. Name of the person submitting the tender whose photograph is affixed Shri/Smt.\_\_\_\_  
(In case of Proprietary/ Partnership firms, the tender has to be signed by Proprietor / Partner as the case may be. original power of attorney should be attached if the tender document is signed by an authorized signatory)

3. Address of the firm

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4. Telegraphic Address: \_\_\_\_\_

- 5 Tel No. (With STD Code) (0)\_\_\_\_\_ (Fax)\_\_\_\_\_ (R)\_\_\_\_\_

6. Registration and incorporation particulars of the firm:

(i) Proprietorship

(ii) Partnership

(iii) \_\_\_\_\_ Private Limited

(iv) Public Limited

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

7. Name of Proprietor/Partners/Directors \_\_\_\_\_

8. Tenderer's Enlistment certificates details.

a. Category \_\_\_\_\_

b. Number \_\_\_\_\_

c. Issuing Telecom Circle \_\_\_\_\_

d. Issued on \_\_\_\_\_

e. Valid up to \_\_\_\_\_

**(An attested copy of the enlistment Certificate with BSNL may please be enclosed)**

9. Tenderer's bank, its address and his current account number

10. Permanent Income Tax number. Income Tax circle

---

(Please attach a copy of last income tax return)

11. Infrastructure capabilities:

- a. Capacity of trenching per day (in meters). ....
- b. Capacity of pipe laying per day (in meters). ....
- c. Capacity of pulling cable through duct/pipe per day (in meters) ....
- d. Capacity of engaging mazdoors per day ....
- e. Particulars of vehicles available with the tenderer

Type of vehicle (s)

Registration number

f. Particulars of other machines possessed by the contractors, which can help in trenching. pipe laying and cable pulling:

.....

.....

12 Details of Technical and supervisory staff

.....

.....

I/We hereby declare that the information furnished above is true and correct Place: .....

Date: .....

Signature of tenderer/Authorized signatory \_\_\_\_\_

Seal of the tenderer

**ANNEXURE- II:**

**Performance Security Guarantee Bond (Procurements)**

In consideration of the president of the India (hereinafter called "the Government") having agreed to exempt .....(hereinafter called "the said contractor(s) from the demand under the terms and conditions of an agreement/(Purchase order) No.....dated.....made between.....and.....for.....the supply of ..... (hereinafter called "the said agreement") of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement on production of the bank guarantee for.....we (name of the bank).....(hereinafter refer to as "the bank") at the request of.....(contractors(s) do hereby undertake to pay to the Government an amount not exceeding..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of nay breach by said contractor(s) of nay of the terms of conditions contained in the said Agreement.

1. We (name of the bank).....do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(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 Government in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to amount not exceeding.....
2. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present guarantee 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 contractor(s)/supplier(s) shall have no claim against us for making such payment.
3. We (name of the bank).....further agree that the guarantee herein contained hall remain in full force and .....effect during the period that would be take for the performance of the said agreement and that it shall continue be enforceable till be dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....(office/ Department) Ministry of... Certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO shall be discharged from all liabilities under this guarantee thereafter.
4. We(name of the bank) ..... further agree with the Government that the Government shall have the fullest liberty without our consent and without and without affecting in any manner our obligations there under to very any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or from time to time any of the powers exercisable by the Governments against the said contractor(s) and to forbears or enforce 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 contractor(s) or for any forbearance, act or omission on the part of the Government

or any indulgence by the Government to said contractor(s) or 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractors(s)/supplier(s)
6. We (name of the bank) ..... lastly undertake not to revoke this guarantee during its currency except with previous consent of the Government in writing.

Dated the.....day of.....

For.....

(Indicate the name of bank)

**ANNEXURE-III**

**A- Solvency Certificate**

(As per the clause ..... of Section- ..... Part- ..... )

**Solvency certificate No.** .....

To  
The AGM (CFA)/o PGM BSNL Dharamshala.

**No.**

**Dated:**

It is certified on the records of Bank and our knowledge that M/s .....  
having Bank A/c No. .... is our creditable and respectable customer and can be  
treated as good (solvent) up to sum of Rs. .... It is further  
certified that this information is furnished without any risk and responsibilities on our part in any  
respect what so ever particularly either as guarantor or otherwise. This certificate is issued on the  
specific request of customer to be submitted to BSNL, Dharamshala for business purpose.

Signature of Bank Manager with seal and date

Bank Code



**B- Declaration Regarding Near Relationship with BSNL Employee**

I/We ..... of M/s. . .... hereby declare that none of my/our relatives are employed in any capacity in any of the unit of BHARAT SANCHAR NIGAM LIMITED. I/We shall also intimate the name of the person(s) who is/are working with us in any capacity or is/are subsequently employed by us and who are near relatives to any officer in BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/ contracts and also forfeiting of my/our security deposit held by BSNL Telecom District, Dharamshala.

NOTE: 1. the term "near relatives" means

(a) Member of a Hindu undivided family.

(b) They are husband and wife.

(c) Any one related to other in this manner as father, mother, son (s) and 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) In case of proprietorship firm, the certificate will be given by the proprietor, in case of partnership by all the partners and in case of company (Private or Ltd.) by all the Directors of the company.

Signature of Bidder

Name of the Bidder (Capacity in which signing)

Station:

Date:

**C-INDEMNITY UNDERTAKING**

(As per the clause ..... of Section-..... Part..... )

I/We.....of M/s .....hereby irrevocably agrees to Indemnity BSNL that in case Input Tax Credit is denied to BSNL due to failure of the tenderer/supplier to comply with the relevant laws/ regulations applicable in India or overseas or due to blacklisting of tenderer/supplier by GST authorities. I/We ..... shall reimburse an amount equal to amount payable by BSNL and BSNL reserves the right to recover the same from the tenderer/supplier.

Date: .....  
Signature of Tenderer

Place: .....

Name of Tenderer Along with date & Seal

**D-UNDERTAKING & DECLARATION**

(On Non Judicial Stamp Paper of Rs,-10/-)

**(As per the clause..... of Section-..... Part..... )**

I/We..... of M/s.....hereby irrevocably agrees for understanding the terms & conditions of tender and specification of work. The specifications and instructions issued from time to time by the PGM, Dharamshala and all these documents taken together shall be deemed to form one contract and shall be complementary.

Date: .....

Signature of Tenderer

**E- DECLARATION**

(On Non Judicial Stamp Paper of Rs,-10/-)

**(As per the clause..... of Section-..... Part..... )**

I/We ..... of M/s. .... hereby irrevocably declares that no addition/deletion/alteration in bid documents is done by me & the bid document is same as appeared on CPPP.

Date: .....

Signature of Tenderer

**F-DECLARATION**

(On Non Judicial Stamp Paper of Rs.-10/-)

**(As per the clause..... of Section-..... Part )**

Myself ..... The proprietor/partner/Director of M/s. ....  
declare that my firm has not debarred/black listed in any unit of BSNL for taking participation in  
tender.

OR

The details of debarred/black listed are as follows:-

- a) Name of debarred/black listed unit .....
- b) Description of tender .....
- c) Debarred/black listed period from ..... to .....

Date: .....

Signature of Tendere

**G-CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT**

(As per the clause ..... of Section- ..... Part .....)

| <b>Sr</b>  | <b>CLAUSES</b>                   | <b>COMPLIANCE</b> |
|------------|----------------------------------|-------------------|
| <b>(A)</b> | <b>(B)</b>                       | <b>(C)</b>        |
| 1.         | All clauses of <b>Tender No:</b> |                   |

- The clause-by-clause compliance statement should be given as per clause ..... of Section .....Part ..... of Bid document
- The bidder should mention 'FULLY COMPLIED' in the column 'C' above; otherwise a statement of deviation may be submitted as per clause ..... of Section ..... Part ..... of Bid document.

**H-DEVIATION STATEMENT**

(As per the clause..... of Section- ..... Part.....)

| <b>SI.</b> | <b>CLAUSES</b>            | <b>REMARKS</b> |
|------------|---------------------------|----------------|
| <b>(A)</b> | <b>(B)</b>                | <b>(C)</b>     |
| 1.         | All clauses of Tender No: |                |

- The 'No deviation statement' should be given as per clause ..... of Section- .....  
Part.....of Bid document
- The bidder should mention 'NO DEVIATION' in the column 'C' above, otherwise a statement of deviation may be submitted as per clause ..... of Section- ..... Part .....

**ANNEXURE IV:**

**AGREEMENT**

The successful tenderer shall have to execute the following agreement.

The \_\_\_\_\_ agreement \_\_\_\_\_ made  
this.....day  
(month).....(Year).....between.....

M/s .....herein after called "The contractor" (Which expression shall unless executed by or repugnant to the context, include its successors, heir, executors, administrative representative and one part & the BSNL here in after referred to as BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the execution of maintenance work of trenching & laying of OF cable, through PLB Pipe 33/40mm dial & piper and other associated works in Dharamshala SSA on the terms and conditions herein contained and the rates approved by the BSNL (copy of rates annexed) have been duly accepted and where as the necessary security deposit have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The contractor shall, during the period of this contact that is to say from.....to\_\_\_\_\_or completion \_\_\_\_\_ of \_\_\_\_\_ works \_\_\_\_\_ for \_\_\_\_\_ Rs\_\_\_\_\_ (In words)..... whichever is earlier or until this contact shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labour employed at his own expenses and by means of tools, implements and equipment etc., to be supplied by him to his labour at his own expenses, all O.F, cable laying, and other associated works as well (annexed to the agreement), when the BSNL or PGM BSNL Dharamshala or any other persons authorized by PGM BSNL Dharamshala in that behalf require. It is understood by the contractor that the quantity of work mentioned by in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirement as demanded by exigencies of service.
- 2) The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent approved rates, annexed hereto and such other additional particulars, instructions, drawings, work order as may be found requisite to be give during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression. "The Agreement or" The Contract" wherever herein under.
- 3) The contractor shall also supply the requisite number of workmen with means and materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the employment of BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, constructions practices,



safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments or work to be done under the contract.

- 6) At the time of agreement with BSNL, the contractor will liable to pay stamps duty court fee etc. as per prevailing stamps act.

The witness whereof the parties presents have here into set their respective hands and seals the day and year in.....

Above Written:

Signed sealed Delivered by The above named contractor in  
the presence of

Witness: 1.

2.

Signed and Delivered on behalf of the President of India by the

Witness: 1.

2.

**ANNEXURE-V**

**LETTER OF AUTHORISAION FOR ATTENDING BID OPENING**

To,

**The AGM (Transmission), O/o , Dharamshala.**

**Sub:** Authorization for attending bid opening on.....date) in the  
Tender of  
.....

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of  
.....(Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signature I. |
|---------------------|------|-----------------------|
|---------------------|------|-----------------------|

II.

Alternate Representative

Signature of bidder Or  
Officer authorized to sign the bid Documents on behalf of the bidder.

**Note :**

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered

## Section-VI

### Schedule of Rates

| Item No. | Description of Item of work  | Unit of Measurement | Rates per unit (In Rs.) | BA Qty | Estimated Cost |
|----------|--|---------------------|-------------------------|--------|----------------|
| 1        | Excavation of trenches in Normal/Soft soil to a standard depth of 1.65m as specified in laying practices of OF Cable and backfilling the excavated trench after laying the PLB pipe with or without protection   | Per Mtr             | 130                     | 3500   | 455000         |
|          | Excavation of trenches in Soft Rocky soil to a standard depth of 1.65m as specified in laying practices of OF Cable and backfilling the excavated trench after laying the PLB pipe with or without protection  | Per Mtr             | 450                     | 1200   | 540000         |
|          | Excavation of trenches in hard soil to a standard depth of 1.65m as specified in laying practices of OF Cable (blasting prohibited) and backfilling the excavated trench after laying the PLB pipe with or without protection  | Per Mtr             | 750                     | 300    | 225000         |
| 2        | Laying of HDPE pipes/coils with leveling along with fixing with Plastic couplers in trenches and laying of 40/33mm PLB in GI pipe /DWC pipe including carriage from stores   | Per Mtr             | 7                       | 0      | 0              |
| 3        | Laying of PLB Pipe/GI pipe duct through horizontal manual boring method for Road/Rail crossing including transportation of GI pipe for laying of 40 mm PLB pipe. (The GI Pipe of 65mm dia will be supplied by BSNL)  | Per Mtr             | 130                     | 0      | 0              |
| 4.1      | Laying with leveling and fixing of GI pipe/DWC of 65 mm outer diameter through clamps on the wheel guard of the bridge and laying 40mm PLB inside GI/DWC pipes including transportation for laying of 40 mm PLB pipe. (The GI Pipe/DWC pipes of 65mm dia & 40mm PLB will be supplied by BSNL) . <b>All other material and equipment/tools required for executing the said work are to be supplied by the contractor.</b> | Per Mtr             | 20.25                   | 0      | 0              |
| 4.2      | Laying with leveling and fixing of Full DWC round pipe out side and below parapet wall of the bridge duly fixed by clamps at 1 meter interval and transportation for laying of 40 mm PLB pipe for the bridges more than 100 Meters <b>BSNL will supply DWC pipes. All other material and equipment/tools required for executing the said work shall</b>  | Per meter           | 80                      | 0      | 0              |

|     |   |             |      |      |       |
|-----|---|-------------|------|------|-------|
|     | <b>be supplied by the contractor.</b>   |             |      |      |       |
| 5   | Supply of Clamps per KG (with guage 5mm)  | Per Kg      | 75   | 0    | 0     |
| 6.1 | Laying with leveling and fixing of GI Pipes of 65 mm outer diameter in the trench including transportation for laying of 40 mm PLB pipe. (The GI Pipe of 65mm dia & 40mm PLB will be supplied by BSNL)  | Per Mtr     | 18.4 | 0    | 0     |
| 6.2 | Laying with leveling and fixing of Full Round DWC/RCC pipe including transportation for laying of 40 mm PLB pipe. (The Full round DWC Pipe/RCC/PLB Pipe 40mm PLB will be supplied by BSNL)  | Per Mtr     | 12   | 0    | 0     |
| 6.3 | Laying with levelling and fixing of half Round (Split ) DWC pipe/RCC Pipe including transportation. (The half round (split) DWC Pipe/RCC of 90mm dia will be supplied by BSNL)  | Per Mtr     | 7.5  | 0    | 0     |
| 6.4 | Providing CC of size 25 Cms X 25 Cms for enclosing G.I./ PLB pipe of diameter upto 65 mm with CC of ratio 1:2:4 including on culvert/Bridges transportation supply of all material for CC work by the contractor.(The GI Pipe of 65mm dia & 40mm PLB will be supplied by BSNL)  | Per Mtr     | 200  | 0    | 0     |
|     |   | Per Cubic M | 3200 | 0    | 0     |
| 6.5 | Laying of 65 mm GI Pipe and Providing RCC of size 25 Cms X 25 Cms for enclosing GI pipes of diameter 65 mm with CC of ratio 1:2:4 with 4 nos of 6 mm dia iron rods with rings at interval of 0.5 M of 6 mm dia iron rods for fixing including supply of all material (The GI Pipe of 65mm dia & 40mm PLB will be supplied by BSNL)  | Per Mtr     | 250  | 0    | 0     |
|     |   | Per Cubic M | 4000 | 0    | 0     |
| 7.1 | Opening of Brick Chamber, Blowing 24F,48F, 96F O.F.Cable, Sealing of HDPE/PLB Pipes by cable sealing Plug in Brick Chamber, providing HDPE/RCC/DWC Split Pipes in the chambers & Back Filling it. <b>BSNL will supply OF cable, cable sealing plug, split RCC/HDPE pipes. All other materials and equipment required for executing the said work shall be arranged by the contractor.</b> | Per Mtr     | 12   | 2940 | 35280 |

|     |  |                          |      |      |       |
|-----|--|--------------------------|------|------|-------|
| 7.2 | Opening of Manhole of Existing Civil duct/<br>OAN ducts,De-watering of Manholes,<br>Repairing & clearing of Existing Civil duct,<br>Pulling O.F.Cable, Sealing of HDPE/PLB Pipes<br>by cable sealing plug in Manholes, providing<br>HDPE in the chambers & closing of Manholes<br>etc. <b>BSNL will supply OF cable, cable<br/>sealing plug, split RCC/HDPE pipes. All<br/>other materials and equipment required<br/>for executing the said work shall be<br/>arranged by the contractor.</b> | Per Mtr                  | 20   | 3730 | 74600 |
| 8.1 | Digging of pit for jointing chamber and  |                          |      |      | 0     |
|     | a)Supply & Fixing of Pre -cast RCC chamber<br>with CC ratio 1:2:4, complete with base plate,<br>filling of RCC chamber with clean sand,<br>placing of Pre-cast RCC slabs on RCC chamber<br>( <b>as per Figure Section 3B of tender<br/>document</b> ) and back filling the pit including<br>transportation of Pre-cast RCC chamber. From<br>divisional store to work site.   |                          |      |      | 0     |
|     | A For Supply & Fixing  | Per Chamber              | 5000 | 0    | 0     |
| B   | For Fixing only  | Per Chamber              | 1200 | 0    | 0     |
| 8.2 | Digging of pit and Making of Bricks Joint<br>Chamber having internal dimensions of 1.2 m<br>x 1.2 m x1 m (H) having wall thickness of 9"<br>using cement mortar mix of 1:5 (1: cement,<br>5: fine sand).to be constructed on the base of<br>size 1.7 m x 1.7 m x 0.15 m (thickness).with<br>cover & back filling the pit with fine sand as<br>per construction specification of Clause 7.1 of<br>Section III Part B including cost of material &<br>transportation..                           | Per chamber              | 5800 | 0    | 0     |
| 9   | Splicing of all the fibers of OF cable laid at<br>every joint and making termination at the<br>ends.   |                          |      | 0    | 0     |
|     | a)24 to 48 Fibers  | Per<br>Joint/termination | 3300 | 0    | 0     |
|     | b) 96 fibers   | Per<br>Joint/termination | 6400 | 0    | 0     |
| 10  | A) Digging of pit 1 meter towards jungle side<br>on each manhole/joint/route chamber for<br>fixing of route/joint indicator, transportation<br>from stores to locations. a)Supply & Fixing of<br>Route Indicators including transportation<br>concreting, painting and sign writing with<br>paint ( <b> as per specifications of the Tender<br/>Document </b> ) Contractor will supply the Route<br>Indicator.   |                          |      |      | 0     |

|    |  |   |            |        |         |
|----|--|---|------------|--------|---------|
|    | B) Fixing with concreting of Route Indicators, painting & Sign writing with paint ( as per specifications of the Tender Document )to be done by Contractor, including transportation .BSNL will supply the route indicators.   |   |            |        | 0       |
| a  | For Supply & Fixing  | Per Indicator                           | 620        | 0      | 0       |
| b  | For supply Only  | Per Indicator                           | 420        | 0      | 0       |
| c  | For Fixing only  | Per Indicator                           | 180        | 0      | 0       |
| 11 | Supply of route index diagram in 3 Nos of hard copies as well as One soft copy on CD.  | Per set of three copies @ Rs--- /per KM | 250        | 0      | 0       |
| 12 | Cost of recovery empty cable drums of size 24/48/96/288 fibers   | Per drum                                | <b>400</b> | 0      | 0       |
| 13 | Erection of complete new post including fitting of tubes and excavation of pit of size 1MX1MX1M (all type of posts)  | Per Pole                                | <b>352</b> | 440    | 154880  |
| 14 | Strengthening of post by concreting where provision of stay is not possible. Base of all such posts will be duly concreted in ratio of 1:2:4 Cement:Grit:Sand of the dimension 1mx0.5mx0.5m (DxLxB) including transportation and supply of all material for CC work  | Per Pole                                | <b>675</b> | 100    | 67500   |
| 15 | Slinging/ recovery of Aerial/Overhead OFC on Existing/New posts/tree/bamboo/any other infrastructure as temp arrangement along with manufacturer supplied accessories and jungle cutting.  | Per meter                               | <b>14</b>  | 165000 | 2310000 |
| 16 | Laying with levelling and fixing of GI/DWC pipe through clamps at an interval of one Meter with the Post at the Joint Chambers and laying 40mm PLB inside GI /DWC pipes upto the bottom of Chamber including transportation.(The GI Pipe/DWC pipes will be supplied by BSNL) . <b>All other material and equipment /tools required for executing the said work are to be supplied by the contractor.</b> | Per meter                               | <b>70</b>  | 0      | 0       |
| 17 | JCB charges  | Per Hour                                | 1000       | 128    | 128000  |

**Section-VII**

**Financial Bid**

To

THE PGM,  
BSNL Dharamshala.

**Sub: Our financial bid for Optical Fiber Cable Maintenance Work in Dharamshala BA.**

Ref:.....  
.....

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein specifications of work etc. we the under signed offer to execute the cable construction works in conformity with said specifications and conditions of contract at the percentage (below/at per/above) on standard rates quoted as under:

BELOW

In figures..... %  
In words ..... Percent

OR

ATPAR

In words.....

OR

ABOVE

In figures..... %  
In words ..... Percent

Note: The financial Bid is only indicative. The financial e-bid containing the price schedule in the excel format has to be filed carefully in the financial e-bid portal i.e.

<https://etenders.gov.in/e procure/app> only.

The quoted rates are inclusive of all taxes and duties etc excluding GST. The GST will be paid extra, as applicable.

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

We agree to abide by this bid for a period of 90 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated.....

Signature of the tenderer.....  
Name of tenderer .....