

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

Office of the Chief General Manager

Office Address: Assistant General Manager (MM)

4th floor, Shastri Nagar Telephone Exchange TE Building,
MEERUT, U.P.–250004

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TENDER DOCUMENT

FOR

OFC Rehabilitation Work in Bareilly BA– Approx. Route Length 86.2 Km

NIT No.: UPWCO-23/11(13)/21/2026-MM/1500669 Dated 18.05.2026

E-Tender Bid ID: 2026_BSNL_908828_1 (<https://eprocure.gov.in/eprocure/app>)

Last Date of Tender Submission (Online): 08/06/2026 up to 14:30 Hrs

Date of Tender Opening: 09/06/2026 at 15:00 Hrs

Validity of bids: 150 Days

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
4th floor, Shashtri Nagar Telephone Exchange Building,
MEERUT, U.P.–250004

No: UPWCO-23/11(13)/21/2026-MM/1500669

Dated: 18/05/2026

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 offers by means of online bids only for Electronic E-Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' on or before date & time specified in Clause 6 of Detailed NIT.

Assistant General Manager (MM)

SECTION – 1

No.: UPWCO-23/11(13)/21/2026-MM/1500669

Dated: 18/05/2026

Detailed Notice Inviting Tender

Sealed Tenders (Digitally) are invited by the Chief General Manager, UP WEST Telecom Circle, BSNL, MEERUT on behalf of Bharat Sanchar Nigam Limited from qualified and experienced service providers to submit their bids for “OFC Rehabilitation Work in Bareilly BA – Approx. Route Length 86.2 Km” for the period of one year on the basis from the date of final acceptance of tender as per under mentioned specifications.

Description / Specification of the Item/ Work	OFC Rehabilitation Work in Bareilly BA (Bareilly, Badaun, Moradabad, Pilibhit & Rampur OAs) – Approx. Route Length 86.2 Km
Bidders' Eligibility	As per details given in the document
Estimated Cost of Tender including GST	Rs. 2,08,52,688.60 (Rs. Two Crore Eight Lakh Fifty Two Thousand Six Hundred Eighty Eight & Sixty Paise only)
Bid Security	Rs. 4,17,100/- (Rs. Four Lakh Seventeen Thousand One Hundred only)
Duration of contract	One year from the date of signing of agreement
Material Security Deposit	Rs. 2,00,000/- (Rs. Two Lakh Only)
Performance Security Deposit	10% of approved tender value
Time & last date of Submission of Bid	Up to 14:30 Hrs. on 08.06.2026
Time of Bid Opening	At 15:00 Hrs. on 09.06.2026
Place of opening of Tender at	AGM (MM) , 4th floor Shastri Nagar Telephone Exchange Building , MEERUT – 250004.

1. Scope and Jurisdiction of Work: The scope and particulars of work put to tender are given in the Table below-

Sr. No.	Name of the Area	Approx. Route Length in Kms.	Estimated cost of the work (in Rs.) with GST
1.	Bareilly BA	86.2	2,08,52,688.60

Note 1: The quantities stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority.

Note 2: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) and its amendments/related orders issued from Govt of India shall be followed.

Note-3:-Only Class-I/Class-II Local Suppliers, fulfilling the criteria contained in instructions regarding Public Procurement (Preference to Make in India) issued vide DPIIT (Department for Promotion of Industry and Internal Trade) Order Dated 16/09/2020 as amended from time to time, shall be eligible

to participate in the tender. The bidders offering foreign outsourced services will fall under the category of Non- Local suppliers. The bidders can't claim themselves as Class-I Local supplier by claiming the services such as transportation, insurance, installation, commissioning, and training and after sales service support like AMC/ CMC etc. as local value addition. Duly filled Self declaration [as per Section 6(J)] with Local content claimed for the tendered item(s), has to be submitted by bidder, failing which their bid will be treated as Non- Local Bid and shall not be considered in the tender.

The guidelines issued vide OM No. F.1/4/2021-PPD dated 18.05.2023 from Ministry of Finance, Department of Expenditure, Public Procurement Division reg. concurrent application of Public Procurement Policy for MSE Order, 2012 and Public Procurement (Preference to Make in India) Order,2017 shall be followed.

Note-4:-The bidder must comply with the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017. Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of OM bearing No.7/10/2021-PPD (1) Dated 23.02.2023 issued from Department of Expenditure, Ministry of Finance. [For details OM bearing No. 7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure Public Procurement Division may be referred] Format for undertaking by the bidder is available at Section 6(K).

Note-5:- Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including for reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.

2. Deleted

3. Availability of Tender Document on the e-tender portal for bid submission: The tender document shall be available for downloading from BSNL Website www.upw.bsnl.co.in and <http://tender.bsnl.co.in> from 18.05.2026 onwards. The same tender document uploaded on BSNL website shall be made available on e-tender portal (<https://eprocure.gov.in/eprocure/app>) from 18.05.2026 from 09:00 Hrs onwards for start on online bid submission.

3.1 In this case the tender is invited through e-tendering process hence physical copy of the tender document would not be available for sale.

3.2 The Tender document shall not be available for download from e-tender portal on its submission / closing date.

4. Eligibility Criteria: For participating in the tender, the tenderer should meet the following eligibility criteria:

4.1 General Qualification

4.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/ 2013 or an LLP or a Firm registered under applicable Acts.

4.1.2 The Bidder must have a valid PAN & valid registration under GST Act

4.1.3 A self- declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/any other Govt.(Central/State) undertaking/ Telecom Service Provider (TSPs)/ Infrastructure Provider - 1 (IP-1), registered with Department of Telecommunication (DoT) as the case may be.

4.1.4 In case of multiple GST numbers, all the numbers to be provided as Annexure. **Along with GST registration certificate (REG-06) bidder has to provide self-attested copy of latest GSTR-3B.**

4.1.5 The tenderer whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in Clause No. 34 of Section 4 (Part-A).

4.1.6 Bidder must have valid EPF/ ESI registration in India.

Note-6: In case, supplier gets black-listed by GST authorities during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.

4.2 Technical Qualification:

(i) The tenderer who possess experience of having successfully completed the **Optical Fiber Cable Construction works** in BSNL/MTNL/TCIL/ITI/Rites/Hindustan Cables Limited (HCL)/PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking/ Telecom Service Provider (TSPs)/ Infrastructure Provider - 1 (IP-1), registered with Department of Telecommunication (DoT) having mandate to carry out OFC construction work or the PSUs directly themselves and who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender:

a) For an amount equal to at least 90% of estimated cost of work put to tender during last 5 Financial years plus the subsequent period ending the month preceding the one in which NIT is issued.

OR

b) For an amount equal to at least 120% of estimated cost of work put to tender during last 7 Financial years plus the subsequent period ending the month preceding the one in which NIT is issued.

Note 7: The experience of having successful completion of Optical Fiber (OF) cable construction works is to be reckoned in terms of payment received for such works during the above said periods.

Note 8: The Experience should be of **Optical Fiber Cable construction work only** and does not include any other work like Poleless/Up-gradation/Maintenance works of OFC/External Plant/ UG Cable (Copper) etc.

Note 9: The experience certificate for carrying out the works and amounts received should be in the prescribed pro-forma (Proforma-7F) and the certificate should be under the signature of officer responsible for maintaining the contractor's ledger e.g. Asst.GM or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ TCIL/ ITI/ Rites/ HCL/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking or Regional Head/ Project Manager in respect of TSPs/ IP-1 as the case may be.

Note 10: Of late, big Govt. contracts are being carried out by the Public Sector Undertakings mentioned herein through a chain of contractors. In such case, the experience certificate, if issued, in favor of a contractor, in the chain, by such PSUs in the prescribed format shall be acceptable.

Note 11: No PO / WO will be accepted without successful completion certificate in support of experience.

Note 12: The bidder shall submit the work experience certificates in the prescribed Proforma-7F. Only those experience certificates shall be considered for eligibility evaluation where payment receipt is clearly established from the experience certificate itself as per Performa or additional letter from the same experience issuing authority mentioning same contract/work order no., paid amount and period for which paid, is submitted. In the absence of adequate and verifiable documentary evidence, such experience certificates shall not be considered for eligibility evaluation, irrespective of the execution status of the work. No clarification or additional document shall be sought from bidders in this regard during evaluation and all those experience certificates which do not clearly provide paid amount, will be taken as invalid.

4.3 Financial Qualification:

Solvency certificate from the banker of the tenderer: For works costing up to Rs. 20 lakhs-solvency certificate should be of Rs. 5 lakhs; for works costing more than 20 lakhs– solvency certificate should be of Rs. 10 lakhs. **Solvency of Rs. 10 lakhs is applicable for this tender. The solvency certificate shall not be older than 3 months from the date of issue of NIT.** Bidders will be required to support claims of their financial qualification through their audited financial statements duly certified by their CA.

- **The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. Documents to establish Bidders eligibility are Mandatory Documents for further evaluation of the bid offer. All documents submitted will also be self-attested by the bidder.**
- **Work Order(s) will be issued or Contract agreement(s) will be signed only upon successful verification of the eligibility documents submitted in the bid, with the originals of the eligibility documents, if required, which shall have to be produced by successful bidder.**

5. Bid Security / EMD:

5.1 The bidder shall furnish the bid security/ EMD in one of the following ways.

- a) Demand Draft/ Banker's cheque drawn in favour of Bharat Sanchar Nigam Limited, Meerut, payable at Meerut shall also be acceptable, but no interest shall be payable.
- b) Bank Guarantee from a scheduled bank drawn in favour of AGM (MM), 4th floor, Shastri Nagar Telephone Exchange Building, MEERUT, U.P.– 250004 payable at MEERUT which should be valid for **195 days** from the tender opening date in the prescribed format.
- c) Through Online mode: Bid Security amount can be paid online through transfer of amount in electronic mode to BSNL UP WEST Circle Account Number on or before 08.06.2026 up to 14:30 Hrs. of submission of bids as detailed below.
Name of Bank: UCO Bank
Branch Name: Meerut- City
Name of A/c Holder: Bharat Sanchar Nigam Limited
Account Number: 01920210002766
IFSC Code: UCBA0000192
- d) Insurance Surety Bonds from issuing Insurance Company drawn in favour of AGM (MM), O/o CGMT, BSNL, Meerut payable at MEERUT which should be valid for **195 days** from the tender opening date in the prescribed format.

Original Bank instruments DD/Banker's cheque/EMBG/Insurance Surety Bond towards Bid security (if not paid through e payment) required to be submitted offline, within 5 days of Bid Submission end date to AGM(MM) O/o CGMT, UP WEST Circle BSNL, 4th floor, Shastri Nagar Telephone Exchange Building, MEERUT, U.P.– 250004. Scanned copy of the document shall be mandatorily uploaded in Technical Envelope.

If the Original DD/Banker's cheque/EMBG/Insurance Surety Bond towards Bid security (if not paid through e payment) are not received within 5 days of Bid Submission end date, then the online submitted bids (if already opened on basis of scanned copies uploaded) shall be rejected.

It is compulsory for bidder to upload the copy of Screenshot/ Transaction details of payment made against the Bid Security with his/her online bid on e-procurement portal.

Please Note that the online bid shall be rejected at the bid opening stage, if the scanned copies of proof of online payment of EMD or proof of valid MSE Certificate for claiming exemption of payment of EMD are not found in the technical bid part.

In case, online transaction of Bid Security made after due date & time, the bid will be out rightly rejected by BSNL.

5.2 MSE (Micro & Small Enterprise) bidders are exempted from payment of Bid Security.

Micro and Small Enterprise (MSE) bidders are exempted from Bid Security provided they submit current & valid Udyam registration issued from the Ministry of MSME for the tendered items.

A declaration by MSE bidders that they have updated their Udyam Registration on the CPP portal, is required to be uploaded by MSE bidder in a Company Letter head with online bid on E-tender portal for claiming benefits for MSE bidders under the Public Procurement Policy for MSE as per format given under Section 6-L, such as MSE purchase preference and preference (non-elimination in e-RA, if H1 etc.) during e-RA (electronic reverse auction). The bidders who fail to submit Udyam Registration Certificate shall not be able to avail the benefits (exemption from EMD) available to MSEs as contained in Public procurement policy for MSEs.

Udyam Registration Certificate should be comply with the Gazette of India Notification dated 01.06.2020 regarding criteria for classification of micro, small and medium enterprises and must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of Technical bid part, if exemption from EMD is claimed. **These exemptions are not applicable for Medium Scale Units.**

Important Note: -All existing enterprises registered under EM-Part-II or UAM or any other registration issued by any authority under the Ministry of MSME, shall register again on the Udyam Registration portal.”

Please Note that the online bid shall be rejected at the bid opening stage, if the scanned copies of valid MSE Certificate and Self-declaration as per format given under Section 6-L for claiming exemption of payment of EMD are not found in the technical bid.

Bidder is not required to submit this Certificate and Self-declaration as per format given under Section 6-L offline.

6. **Date & Time of Submission of Tender bid: On or before 14:30 Hrs of 08.06.2026 (tender closing date).**

Note 13: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Online opening of Tender Bids: At 15:00 Hours of 09.06.2026**

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

8.1 In this case the tender is invited through e-tendering process, the tenders shall be opened through 'Public Online E-procurement module of NIC Govt of India. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the

- online Public Online Tender Opening event (TOE) from the comfort of their offices.
- 8.2 Opening officers would be conducting online tender opening event.
 9. Tender bids received after due time & date will not be accepted.
 10. Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
 11. CGMT UP WEST circle, BSNL, MEERUT reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
 - 11.1 CGMT UP WEST circle, BSNL, MEERUT shall not be required to give reasons for rejection of bid of any or all bidders/ cancellation of tender at any point of time.
 12. The official copy of tender document for e-bidding process of E-tender shall be available for downloading from <https://eprocure.gov.in/eprocure/app> from **18.05.2026 09:00 Hrs** onwards. This will, however, be same as available on BSNL website.
 - 12.1 The bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on website.
 - 12.2 In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note 14: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 15: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

**Assistant General Manager (MM)
UP WEST Telecom Circle
MEERUT – 250004.
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Email: agmmmco@bsnl.co.in**

SECTION – 2
Tender Information

- 1) Type of tender:- E-Tender
- a) No. of Bid Submission Stages for tender: Single Stage.
- b) No. of Envelopes for submission of Bids: Two Nos. (The bidders shall submit Techno-Commercial & Financial bid simultaneously) (Opening stages)
- c) E-reverse auction (In case of tenders invited through e-tendering only): Yes

Note 1: The bids will be evaluated techno-commercially first and thereafter financial bids of *techno-commercially compliant bidders only shall be opened*.

- 2) Bid Validity Period/ validity of Bid offer: **150 days** from the tender opening date.
- 3) This tender is invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents.

a) Techno-commercial part of the bid shall contain one set of the following documents :-

- i) EMD/ Bid Security /Bank Transaction details with UTR Number towards the successful-payment for EMD **OR** valid Udyam Registration Certificate for proof of being MSE (Micro & small Enterprise) along with Self declaration as per Section-6L.
- ii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT (General, Technical & Financial Qualification).
- iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section -4 Part A, if applicable.
- iv) Copy of Certificate of Incorporation/Firm registration certificate as applicable.
- v) Proprietorship or Partnership Deed or Articles/Memorandum of Association as the case may be.
- vi) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contacts telephone numbers of office and residence.
- vii) Documentary proof of GST registration along with copy of latest GSTR– 3B.
- viii) PAN Card, EPF Registration, ESIC Registration.
- ix) Tender document signed.
- x) Undertaking & declaration duly filled & signed as per Section-6 Part A.
- xi) No Near-Relationship Certificate duly filled & signed (individually by all Directors/all partners/ Sole proprietor as the case may be) as per Section-6 Part B.
- xii) Undertaking for Not blacklisted by any Central/ State Governments/ PSUs/ Telecom Service Provider (TSPs)/ Infrastructure Provider - 1 (IP-1), registered with Department of Telecommunication (DoT) on Rs.10 stamp paper as per Section- 6(C).
- xiii) Undertaking for Not blacklisted by GST Authorities as per Section- 6(D).
- xiv) Clause by clause compliance and No Deviation statement as per Section -6(E) & Section- 6(F)
- xv) Indemnity Undertaking as per Section -6 (G).
- xvi) Declaration regarding Genuineness of documents (Format as per Section-6 (I).
- xvii) Self-certificate regarding Class-I/Class-II Local supplier as per DOPIIT Order dated 04.06.2020 as per Note-3 of Clause-1 of DNIT (Section-1) in format of SECTION 6(J).

- xviii) Self-certificate regarding land border sharing as per Note-4 of Clause-1 of DNIT (Section-1) in format of SECTION 6(K).
- xix) Tenderer's Profile duly filled & signed (Format as per Section-8).
- xx) Bid form duly filled & signed (Format as per Section 9 (Part A)).
- xxi) Declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, as per Annexure-1.

Note-2: The successful tenderer has to submit the attested copy of the labour license if applicable (to be ascertained by him) within one month of signing the agreement which should remain valid through the entire period of the agreement. No work order(s) shall be issued to the successful tenderer till he submit the attested copy of the labour license OR an affidavit that he is exempted from securing labour license with proper justification/proof.

The one month period can be extended for the by one month specified duration subject to genuine and special reason submitted by the contractor with proof requesting for additional one month.

Note 3: A scanned Self-attested copy of all above mentioned documents shall be mandatorily uploaded in Technical Envelope otherwise bid will be liable to be rejected.

b) Financial part of the bid shall contain

- i) Price Schedule (as per Section 9 Part-B) in duly filled in BoQ.xls (to be uploaded online only).

Note 4: Bid must be submitted by bidder through E-tendering mode only. Manual (OFFLINE) submission of bids will not be considered. In case of e-tendering, the following documents are required to be submitted offline within 5 days of Bid Submission end date (i.e. offline submissions) to AGM(MM) o/o CGMT, UP WEST circle BSNL, 4th floor, Shashtri Nagar TE Building, MEERUT-250004.

- i) Bid security / EMD - (if not submitted online)

The purchaser shall not be responsible if the envelop is delivered elsewhere or late.

4) Deleted

5) Payment Terms:

5.1 The contractors shall submit the bills after delivery and/or rendering of the services within 30 days of acceptance testing to the Claim Office O/o CGMT UP WEST Telecom Circle 4th Floor Shastrinagar TE Building, Meerut duly completed for further processing in accordance with **Clause 11 of Section-5 Part-A** along with

- (i) Copy of Work order/Purchase order issued for specified work.
- (ii) Satisfactorily work completion certificate from the consignee or Goods receipt certificate from the consignee.
- (iii) Proof of payment of GST, if applicable.
- (iv) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Advance Tax will be deducted as per rule and the remaining amount will be paid to the contractor.

Note 5: 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the

Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR-1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

6) It will be BSNL's Endeavour to make the payment to the contractors within a period of three months from the date of receipt of bills in the Claim Cell, however this may stretch beyond the scheduled time in case of delays in getting invoice from the contractors or in case invoices submitted is incorrect or incomplete or in case of delay in receipt of funds from BSNL's higher offices. BSNL shall not be liable to pay any interest on delayed payment neither BSNL shall be liable for any loss or damage on account of such delayed payment.

6) Time line for start of services: As per Final Acceptance of Tender (FAT).

7) Duration of Contract (Validity of tender):

The period of contract will be one year from the date of agreement. However, the BSNL reserve the rights to extend the contract further, in terms of six months or less, up to one year on the same rates, terms and conditions, which shall be binding on the contractor.

8) Bills to be submitted to: The bills shall have to be submitted to AO (Claim) O/o Chief General Manager, UP WEST Telecom Circle, MEERUT– 250004.

SECTION – 3

Scope of Work, Schedule of Requirement & Schedule of Rates

1. **Name of work:** OFC Rehabilitation Work in Bareilly BA – Approx. Route Length 86.2 Km

2. **Jurisdiction of Work & Requirement:** The scope and particulars of work put to tender are given in the Table below-

BA	OA	RKM to be Rehabilitated	Work to be done	Estimated cost of works (in Rs.) without GST
Bareilly	Bareilly	5.5	As per SoR	1100400
	Badaun	9	As per SoR	1849400
	Moradabad	6.9	As per SoR	1512940
	Pilibhit	60.5	As per SoR	12309600
	Rampur	4.3	As per SoR	899430
Total		86.2	As per SoR	17671770
Total Estimated Cost (in Rs.) Including GST @18%				20852688.60

*The details of routes are given below:

BA	OA	S. N.	Transnet route ID	Name of Route	RKM to be rehabilitated	Quantity of work
Bareilly	Bareilly	1	214628	Lal Fatak-Subash nagar	2.5	As per SoR
		2	124011	Sindholi-Mirzapur mod	1	
		3	138461	Bhuriamod-bhuramod	2	
	Badaun	1	157806	Miaun-Saijani	4	
		2	157817	Kachhla- Kadarchowl	5	
	Moradabad	1	196068	C TXC MRD DILARI-C TXC MRD SONAKPUR-01	3.5	
		2	164451	C TXC MRD SHARIF NAGAR-C TXC MRD THAKURDWARA-1	0.4	
		3	198327	C TXC MRD LAJPAT NAGAR-C MOBILE TXC MRD TRANSPORT NAGAR BTS-1	0.7	
		4	176960	C TXC MRD MANSAROVAR-C TXC MRD SONAKPUR-1	0.8	
		5	164474	C TXC MRD CHAUDARPUR-C TXC MRD PAKWARA-1	1.5	
	Pilibhit	1	177937	C TXC BISALPUR-C TXC PILIBHIT-01	23	
		2	177938	C TXC PILIBHIT-C TXC PURANPUR-01	20	
		3	177955	C TXC PLB AMARIA-C TXC PLB JAHANABAD-01	14.5	
		4	177939	C MOBILE TXC BISALPUR-C TXC PURANPUR-01	3	
	Rampur	1	101890	C TXC RMP AKBARABAD TELEPHONE EXCHANGE-C TXC RMP SWAR TELEPHONE EXCHANGE-1	1.7	
		2	200834	C TXC SHD DHAMORA TELEPHONE EXCHANGE-C TXC RMP WINGS NEST 2G BTS-1	0.4	
		3	101760	C TXC RMP MODIPUR TELEPHONE EXCHANGE-C MOBILE TXC RMP WINGS NEST 2G BTS-1	0.5	
		4	101944	C TXC CIVIL LINES RAMPUR TELEPHONE	0.6	

				EXCHANGE-C TXC RMP MODIPUR TELEPHONE EXCHANGE-1		
		5	101757	C TXC RMP AKBARABAD TELEPHONE EXCHANGE-C MOBILE TXC RMP PIPLINAYAK 2G BTS-1	1.1	

Note:- “The quantities stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority”.

3. Scope Of Work:

3.1 The Optical Fiber Cable is to be laid through PLB Pipes buried at a nominal depth of 165 cms. The steps involved in OF Cable construction are as under:

- i) Excavation of trench up to a nominal depth of 165 cms, according to Construction specifications along National/State Highways/other roads and also in city limits as mentioned in the notice inviting tender.
 - a. Laying of PLB pipes/coils coupled by PLB sockets in excavated trenches, on bridges and culverts, through the PLB pipe ends at every manhole by PLB end caps of suitable size.
 - b. Providing of mechanical protection by R.C.C. Pipes/GI pipes and/or concreting/chambering according to construction specifications, wherever required.
 - c. Fixing of GI pipes/troughs with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary.
 - d. Back filling and dressing of the excavated trenches according to construction specifications.
 - e. Opening of manholes (of size 2 meters x 1 meters x 1.65 meters depth). Pulling of Optical Fibre Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the PLB pipes, putting split PLB pipes over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.
 - f. Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilometers of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-cast jointing chamber of internal diameter of 1.2 meter and minimum height of 0.3 meter, filling of jointing chamber with clean sand, placing either pre-cast RCC cover or stone of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.
 - g. Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms. fixing of route indicator/joint indicator, concreting and back filling of pits, painting of route indicators with yellow colour and joint indicator by red colour and sign writing denoting route/joint indicator number, as per construction specifications.
 - h. Documentation.

4. Brief Description of Work:

4.1 The work which shall be carried out as per Construction Specifications issued by BSNL contained in this bid document, involves Conventional Trenching and Reinstatement (CTR); Horizontal Directional Drilling (HDD); Related Allied Works (RAW). The various works can be summarized as below. The construction specification given below covers Conventional trenching and reinstatement and allied works. The specification for horizontal directional drilling is specified.

4.2 Open trenching at 165 cm depth & width of 45 cms at top and 30 cms at bottom.

4.3. Permanently lubricated (PLB pipes) will be supplied by BSNL in coils of varying lengths from 200 meter onwards. Spools should be de-coiled using jack mechanism and bends removed by proper forming so that the pipes are straight. This will be part of contractor's works and no extra payment will be paid. In addition to the laying of PLB pipes, there may be cases where PVC pipes of straight lengths may have also to be provided.

4.4 Whenever there is any doubt in any of the construction step, BSNL's Engineering Instructions on Under Ground Optical Fiber Cable Laying Works shall be referred.

5. Cost of Work: The estimated cost of work is as mentioned in the table above which has been worked out based on standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +/-25% of the contract value of the work.

6. Other Important Instructions:

1. After the work commences the contractor or his authorized representative(s) shall be present at the site. The representative shall be authorized by the Divisional Engineer in charge based on the contractor's request.

2. Work shall be recorded in the site register by the site Engineer. The contractor or his authorized representative shall sign in the site register held by the site Engineer.

3. If the contractor does not provide the barricades, warning cones, warning tapes and work notice board, 5% additional penalty shall be levied. The same shall be provided by BSNL and 150% of the cost of the items shall be recovered from the contractor.

4. Due to underground utilities, if the manhole cannot be constructed at the site shown, the decision of the site engineer shall be final and binding on the contractor. If it is decided to shift the manhole within the neighborhood, the contractor shall construct at the place shown by the site engineer.

5. The right of way (RoW) shall be obtained by the successful contractor on behalf of BSNL, including various permission from authorities like water, power, utilities, and traffic police etc. The RoW charges shall be paid by BSNL. The work shall be carried out as per terms and conditions and timelines mentioned in the RoW permission. The contractor shall deploy adequate men and machine so as to complete the work within permitted time.

6. If the work is not progressing as per the schedule, the work may be either be restricted or terminated.

7. After the ducts are laid by either open trenching method or by HDD, the duct integrity test shall be carried out by the contractor on the next day. This is to facilitate the Manhole contractor to commence the manhole work.

8. If any one or more number of ducts is found to fail the duct integrity test, additional laying/ HDD of pipe/s shall be carried out by the contractor at no extra cost. The cost of the damaged pipe(s) shall be recovered from the contractor with additional 17.5% towards Overhead charges.

9. After the re-laying of additional pipe(s), duct integrity test shall be performed in the failed segment, on all the ducts once again.

10. After the ducts are laid by either Open trenching method or by HDD, if duct integrity test is not carried out by the contractor, the test shall be carried out by BSNL and only 50% of the actual payment shall be made to the contractor for PLB pipe laying.

11. For any unfinished work BSNL shall not affect any payment.

12. The material abandoned shall be the property of BSNL. No claim in this regard from the contractor shall be entertained.

13. The contractor shall restore the cut portions of BT/Concrete roads to their original conditions immediately on completion of the pipe laying works. If the restoration work is not satisfactory with reference to the standards prescribed by the Corporation / Highways, the amount equal to the charges as claimed by the Corporation/ Highways will be recovered from the contractor.

14. The fact that the contractor is working simultaneously in one or more sections in the same Division/ other Divisions, will not absolve him from the responsibility of completing the work in time.

15. Wastage of PLB pipes will be permitted to an extent of 5% of the completed length as measured on the road surface.

16. In case of wastage of PLB pipes beyond 5%, the cost of PLB pipe will be recovered from the contractor.

17. For every 200 meters of OFC construction, the progressive RKM, trench depth, offset, distance from landmark has to be updated and photos of the route incharge BSNL Bareilly BA (Bareilly/ Badaun/ Moradabad/ Pilibhit/ Rampur OAs) showing trench depth, offset & landmarks are to be taken by contractor and handover to route incharge BSNL Bareilly BA (Bareilly/ Badaun/ Moradabad/ Pilibhit/ Rampur OAs) to upload in Transnet. Also For every 1 km of OFC construction, a video of the landmarks along with route incharge BSNL Bareilly BA (Bareilly/ Badaun/ Moradabad/ Pilibhit/ Rampur OAs), are to be taken by contractor and handover to route incharge BSNL Bareilly BA (Bareilly/ Badaun/ Moradabad/ Pilibhit/ Rampur OAs) to upload in Transnet.

7. Standard Schedule of Rates for OFC Laying:

Item No.	Description of Work for OFC Maintenance / Construction Work	Unit of measurement	Standard SOR in UPW circle (Rs.)	Bareilly OA		Badaun OA		Moradabad OA		Pilibhit OA		Rampur OA		Bareilly BA (Bareilly, Badaun, Moradabad, Pilibhit and Rampur OAs)	
				BoQ	Amount (Rs.)	BoQ	Amount (Rs.)	BoQ	Amount (Rs.)	BoQ	Amount (Rs.)	BoQ	Amount (Rs.)	BoQ	Amount (Rs.)
1	Excavation of Trenches														
1.1	Excavation of trenches in Normal / Soft Soil to a standard depth of 1.65 M as specified in laying practices of OF Cable and backfilling the excavated trenches after laying the PLB pipe with or without protection	Per Meter	105	1300	136500	0	0	0	0	2800	294000	0	0	4100	430500
1.2	Excavation of trenches in Soft Rocky Soil to a standard depth of 1.65 M as specified in laying practices of OF Cable and backfilling the excavated trenches after laying the PLB pipe with or without protection	Per Meter	280		0	0	0	0	0		0	0	0	0	0
1.3	Excavation of trenches in Hard Rocky Soil to a standard depth of 1.65 M as specified in laying practices of OF Cable and	Per Meter	575		0	0	0	0	0		0	0	0	0	0

	backfilling the excavated trenches after laying the PLB pipe with or without protection														
1.4	Horizontal Directional Drilling for laying of U/G PLB / HDPE Pipes up to 50 mm dia to a standard depth of 1.65 M as specified in laying practices of OF Cable by HDD method and pulling of single pipe	Per Meter	180	4200	756000	9000	1620000	6900	1242000	57700	10386000	4300	774000	82100	14778000
2	Laying of PLB Upto 50 mm diameter and joining with coupler (Material to be supplied by BSNL)				0		0		0		0		0	0	0
2.1	1st Pipe	Per Meter	12	1300	15600		0		0	2800	33600		0	4100	49200
2.2	Each additional pipe	Per Meter	10		0		0		0		0		0	0	0
2.3	Laying & fixing of PLB pipe with GI clamp (inside building area which is not expose to sunlight) as per specification along with supply of GI clamps (4mm thickness 25mm width) and all installation metartial. Clamp spacing should be approx 1 M to take care of the load.	Per Meter	90		0		0		0		0		0	0	0
2.4	Laying of PLB Pipe in utility/existing duct provided by RoW /Other authorities	Per Meter	25		0		0		0		0		0	0	0
3	OFC Pulling (OF Cable & Accessories to be supplied by BSNL)				0		0		0		0		0	0	0
	Pulling of OF Cable and allied works (viz. Replacing couplers and back filling in case of Manholes, Sealing of PLB ends, refilling and refixing RCC cover and backfilling in case of Joint chamber / Manhole). No charges to be paid for opening of Manholes / Joint chambers				0		0		0		0		0	0	0
3.1	upto 48 F	Per meter	17	3200	54400	9400	159800	5940	100980	63000	1071000	4590	78030	86130	1464210
3.2	96F to 144 F	Per Meter	22	2600	57200		0	1680	36960		0		0	4280	94160
3.3	288 F	Per Meter	26		0		0		0		0		0	0	0
4	OFC blowing (OF Cable and accessories to be supplied by BSNL)				0		0		0		0		0	0	0
	Blowing of OF cable and allied works(viz. Replacing coplers and back filling in case of Manholes, Sealing of PLB ends, Refilling sand, refixing RCC cover and back filling in case of joint chamber/ manholes). No charges to be paid for opening of manholes/joint chambers.				0		0		0		0		0	0	0
4.1	upto 48 F	Per meter	22		0		0		0		0		0	0	0
4.2	96F to 144 F	Per Meter	24		0		0		0		0		0	0	0
4.3	288 F	Per Meter	26		0		0		0		0		0	0	0
5	DWC Pipe laying (DWC Pipe to be supplied by BSNL)				0		0		0		0		0	0	0
5.1	DWC Pipe laying (DWC pipe 100 mm O.D) laying in tranches	Per Meter	18		0		0		0		0		0	0	0
5.2	DWC pipe laying & fixing with G.I. Clamps(on bridge & Culverts or external wall of building) as per specification along with supply of G.I. Clamps (4 mm thickness, 25 mm Width) and all installation materials, clamps sapacing should be approx. 1 M to take care of the load.	Per meter	150		0		0		0		0		0	0	0

6	Boring and CC Works				0		0		0		0		0	0	0
6.1	Boring / Cutting (Morrum / Pucca Road) / Black Top or Concrete Road (Depth 1.65 m) at Road Crossing and any other unavoidable hindrance	Per Meter	240		0	100	24000		0		0		0	100	24000
6.2	Providing CC of protection of size 20 cms X 20 cms in the ratio of 1:2:4 for encasing PLB Pipe / GI Pipe / DWC Pipe in Roads, bridges, crossings and culverts and for low depth protection, or on wheel guard of bridge as specified in the construction practices of OF Cable construction including material	Per Meter	300		0		0		0		0		0	0	0
7	Jointing Chamber / Hand Hole				0		0		0		0		0	0	0
7.1*	Construction of joint chamber with brick soiling base of inner size of 1.0M x 1.0M X 1.0M made of full brick thick wall with RCC cover (1:2:4 ratio) slab of size 1.5M X 1.5M X 0.15M using 10 mm dia TMT bar 150 mm centre to centre both ways. All five internal surfaces should be plastered (1:3 ratio). Scope includes required excavation, backfilling with clean sand and all above operations including supply of materials detail as per specification	Per Chamber	4000	7	28000	4	16000	4	16000	45	180000		0	60	240000
7.2*	Supply and fixing of pre-cast RCC joint chamber with size 1 M inner dia x 0.6M depth and ring thickness of 40mm made of standard 1:2:4 concrete mix. It should have split RCC cover (with two halves) of thickness 40mm made of cement concrete mix of 1:2:4. Base should be circular RCC plate 40mm thick made of cement concrete mix of 1:2:4. Scope includes required excavation, backfilling with clean sand and all above operations including supply of materials. Details as per specification	Per Chamber	3000		0		0		0		0		0	0	0
8	Route/ Joint Indicator				0		0		0		0		0	0	0
8.1	Supplying, fixing and concreting of routes / joint indicator, painting and sign writing of route / joint indicators as per specification	Per each	700	35	24500	8	5600	28	19600	300	210000		0	371	259700
9	Other allied work				0		0		0		0		0	0	0
9.1	Cost towards transportation of materials including cost of loading & unloading from store to work site	per route KM of stores	for 0-100 Km amount is NIL, for 101 Km and above Rs 800/- per RKM of stores.											0	
		# # See Note												0	

			2.											
10	Cable Splicing Works and Termination Works				0		0		0		0		0	0
	Splicing of all the fibres of OF Cable laid at every joint within specified splicing loss range (≤ 0.02 dB) and making termination at the ends. All materials and labours except Joint Closures to be supplied by bidder / vendor				0		0		0		0		0	0
10.1	For 6 Fibres	Per Joint	900		0		0		0		0	2	1800	2
10.2	For 12 Fibres	Per Joint	1800	4	7200		0	2	3600		0	2	3600	8
10.3	For 24 Fibres	Per Joint	3000		0	8	24000	10	30000	45	135000	14	42000	77
10.4	For 48 Fibres	Per Joint	4500		0		0		0		0		0	0
10.5	For 96 Fibres	Per Joint	7000	3	21000		0	8	56000		0		0	11
10.6	For 288 Fibres	Per Joint	9000		0		0		0		0		0	0
11	Documentation of Route Index Diagram				0		0		0		0		0	0
11.1	Documentation of Route Index Diagram in soft and hard copies (three set of each)	Per KM	400		0		0	6.9	2760		0		0	6.9
12	Digging of pits for attending Optical Fibre cable faults upto a depth of 165 cms in all type of soil (pit size 1M x 1M x 1.65M)	Per pit	280		0		0	18	5040		0		0	18
13	OF Cable laying overhead (6F / 12F / 24F)	Per meter	6		0		0		0		0		0	0
Estimated Tender cost in Rs. (Excluding GST)					1100400		1849400		1512940		12309600		899430	17671770
GST in Rs. @ 18%					198072		332892		272329.20		2215728		161897.40	3180918.60
Total Estimated Tender cost in Rs. (Including GST)					1298472		2182292		1785269.20		14525328		1061327.40	20852688.60

Note 1: ROW charges/restoration charges payable to local bodies/road owning authorities to be paid on actual on production of demand note by the contractor.

Note 2: ##Charges towards transportation of materials:

(i) No transportation charges are payable if either end of the route is within 100 KM from the store location.

(ii) If both the ends of the route are more than 100KM from the store location, the amount of transportation charges payable for the route shall be equal to Rs. 800 x Route length in Km as specified in work order.

(iii) Transportation charges are payable one time after completion of the route.

Note 3: Rs. 400 shall be deducted from the bills as cost of empty cable drum of size 12/24/48/96/288F.

Note 4: The above schedules of rates are inclusive of all levies and charges but excluding GST which shall be paid extra as applicable.

SECTION – 4 PART A

GENERAL INSTRUCTION TO BIDDERS

1. DEFINITIONS:

(a) “The Purchaser” means the CGMT, BHARAT SANCHAR NIGAM LTD. (BSNL), UP WEST CIRCLE, MEERUT. The **BSNL** means Bharat Sanchar Nigam Limited, the company with Chairman & Managing Director and Board of Directors, with Head Quarter at New Delhi.

All references of :

Department

Chief General Manager

Principal General Manager

Sr. General Manager/ General Manager

Addl. General Manager/ Joint General Manager

Deputy General Manager / Deputy General Manager (Projects)

Divisional Engineer /Divisional Engineer (Projects)

Sub Divisional Engineer

Junior Telecom Officer

Chief Accounts Officer

Accounts Officer

Junior Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an enterprise, under the Ministry of Communications and Information Technology, Government of India.

(b) “The Bidder” means the individual or firm who participates in this tender and submits its bid. The words bidder and tenderer have been used interchangeably.

(c) “The Supplier” means the individual or firm supplying the goods under the contract.

(d) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

(e) “The Advance Purchase Order” means the intention of Purchaser to place the Purchase Order on the bidder. The term “contract” means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

(f) “The Purchase Order” means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein.

(g) “The Contract Price” means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

(h) “Validation” is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

(i) “Telecom Service Provider” means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators.

“Telecom Service Provider” also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.

(j) **“Successful Bidder(s)” or “The Contractor”** means the bidder(s) to whom work in this tender is awarded. The contractor shall mean the individual, firm or company, approved to undertake the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

(k) The jurisdiction of GM/Addl.GM/ DGM/DET shall mean the territorial area under their control for the purpose of administration and management of the projects and other associated functions.

(l) Representative of GM/Addl.GM/ DGM / DET means Officer and staff under their control for the time being deputed for supervising the work or testing etc.

(m) Engineer – in – charge: The Engineer – in – charge means the Engineering Officer nominated by the GM/Addl.GM/ DGM to supervise the work, under the contract. (Minimum Divisional Engineer level officer to be nominated while approving the work order).

(n) Site Engineer: Site Engineer shall mean JTO/SDE of the BSNL who may be placed by the work order issuing authority for supervising the work.

(o) A/T Unit: A/T unit shall mean Acceptance and testing unit of the BSNL.

(p) A/T Officer: An officer authorized by BSNL to conduct A/T.

(q) Work: The expression “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

(r) Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.

(s) Site: The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

(t) Normal time or stipulated time: Normal time or stipulated time means time specified in the

work order to complete the work.

(u) Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time. The EOT may be with/without Liquidated damages as may be decided by the competent authority.

(v) Date of Commencement of work: Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.

(w) Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.

(x) Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.

(y) Excepted risk: Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

(z) Extra work: as used herein any work or compliance with any requirements, other than a change, which is not expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

2. ELIGIBILITY CRITERIA: Kindly refer to Clause 4 of Detailed NIT (Section 1)

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

4. BID DOCUMENTS:

4.1 The goods/ services required, bidding procedures and contract terms are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

5. CLARIFICATION OF BID DOCUMENTS:

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser by Email to the Purchaser's mailing address indicated in the invitation of Bid. The

Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 14 days prior to the date of opening of the Tenders. This date shall prevail over the corresponding date for submission of queries appearing on e-tender portal at any time. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded on BSNL website as 'Clarifications'. On e-procurement portal of UP WEST Circle portal, clarification shall be available as 'Addendum', for all the prospective bidders who have downloaded the official copy of tender documents from e-procurement portal of UP WEST Circle.

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

5.3 The format in which the clarifications are to be sent via E-mail (in MS- excel sheet only) is

Sr. No.	Section	Clause	Brief Description of the Clause	Ref Page No. In Bid	Comments of

6. AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of bids, the BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified in writing or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of bid document from the BSNL and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

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

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid documents, indicating the Services to be procured in the Bid Documents as per section 9 Part B.

9. BID PRICES:

- 9.1 The Bidder shall give total composite price as per Schedule of Requirement & the item wise price as per the Price Schedule given in Section 9 Part-B inclusive of all levies & taxes i.e. custom duty, packing, forwarding, loading, Unloading, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies inclusive of Goods and service tax in case of works to be executed. The contractor shall be responsible for loading/unloading and transporting the materials, to be supplied by the BSNL from any BSNL store to the work site. The charges on this account shall be regulated as per the rates in Standard Schedule of Rates (SOR). The basic unit price and all other components of the price need to be indicated up to two decimal point only against the services under the contract. GST will be paid extra as applicable. Prices of incidental services like toll taxes, if any, will be paid extra as applicable subject to availability of suitable document to satisfy the claim. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the Purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
Prices shall be quoted by the bidder as **percentage below / above / at par** the Estimated Rates in price schedule given in **Section 9 Part-B** (Financial Bid). The unit rates of item /works are mentioned in Standard Schedule of Rates for the work will be increased/decreased proportionately in accordance to quoted percentage below /above / at par by the bidder. Prices quoted at any other place shall not be considered. Quoted rates shall be inclusive of all charges and levies but exclusive of Goods and Service Tax (GST) which shall be paid extra as applicable.
- 9.3 The price quoted by the 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.
- 9.4 The prices quoted by the Bidder shall be in sufficient detail to enable the Purchaser to arrive at the prices of the services offered.
- 9.5 **“Discounts, if any, offered by the Bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. into account.”**
- 9.6 The price approved by BSNL for procurement of services will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Sec 4 Part-A and clause 11 of Sec. 4 Part-A of Bid-document.
- 9.7 The bidders must indicate the applicable rate of GST, Excise Duty and any other Levies/Duties in the price schedule duly supported with documentary proof. The price bid without the above details is likely to be ignored as non-responsive at the entire risk of the bidder.
- 9.8 (i). In case of any variation in quantity of individual sub-items under item No.1 (i.e Excavation of Trenches) of SOR as mentioned in Section-3 of tender document, on account of change in method of execution and/or soil strata, the payment of item No.1 for excavation of trenches shall be limited to approved average running rate per meter of this item as a whole.
(ii). However, in case of any variation in quantity of individual items, arising from change in method of execution warranted due to statutory requirement of local bodies/state govt. /central govt. which was not stipulated in survey and incorporated in SOR/quantity earlier, the payment of item No. 1(i.e. Excavation of trenches) may be made as per actual without aforesaid capping of payment as mentioned in para 9.8(i) above.

The variation on this account shall be permitted only with prior approval of the tender approving authority after recording adequate reasons and justification supported by statutory

orders/documents necessitating such change subject to limits of variation of overall contract value as stipulated under Clause- 22 of Section IV of this bid document.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- i) EMD/ Bid Security /Bank Transaction details with UTR Number towards the successful-payment for EMD OR valid Udyam Registration Certificate for proof of being MSE (Micro & small Enterprise) along with Self declaration as per Section-6L.
- ii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT (General, Technical & Financial Qualification).
- iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section -4 Part A, if applicable.
- iv) Copy of Certificate of Incorporation/Firm registration certificate as applicable.
- v) Proprietorship or Partnership Deed or Articles/Memorandum of Association as the case may be.
- vi) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contacts telephone numbers of office and residence.
- vii) Documentary proof of GST registration along with copy of latest GSTR– 3B
- viii) PAN Card, EPF Registration, ESIC Registration.
- ix) Tender document signed.
- x) Undertaking & declaration duly filled & signed as per Section-6 Part A.
- xi) No Near-Relationship Certificate duly filled & signed (individually by all Directors/all partners/ Sole proprietor as the case may be) as per Section-6 Part B.
- xii) Undertaking for Not blacklisted by any Central/ State Governments/ PSUs/ Telecom Service Provider (TSPs)/ Infrastructure Provider - 1 (IP-1), registered with Department of Telecommunication (DoT) on Rs.10 stamp paper as per Section- 6(C).
- xiii) Undertaking for Not blacklisted by GST Authorities as per Section- 6(D).
- xiv) Clause by clause compliance and No Deviation statement as per Section -6(E) & Section- 6(F)
- xv) Indemnity Undertaking as per Section -6 (G).
- xvi) Declaration regarding Genuineness of documents (Format as per Section-6 (I).
- xvii) Self-certificate regarding Class-I/Class-II Local supplier as per DOPIIT Order dated 04.06.2020 as per Note-3 of Clause-1 of DNIT (Section-1) in format of SECTION 6(J)
- xviii) Self-certificate regarding land border sharing as per Note-4 of Clause-1 of DNIT (Section-1) in format of SECTION 6(K)
- xix) Tenderer's Profile duly filled & signed (Format as per Section-8).
- xx) Bid form duly filled & signed (Format as per Section 9 (Part A).
- xxi) Declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, as per Annexure-1.

Self-attested copy of all above mentioned documents are required to be uploaded along with the bid otherwise bid will be liable to be rejected.

11. DOCUMENTS ESTABLISHING SERVICE CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his/her bid, documents establishing the conformity of his/her bid to the Bid document of all services, which he proposes to render under the contract.

- 11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the BSNL's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions. In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification, commercial Conditions and special conditions shall not be considered.
- 11.3 For purposes of compliance to be furnished pursuant to clause 11.2 above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the BSNL in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY:

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT)
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.8.
- 12.4 The bid security shall be submitted in the form as specified in clause 5 of detailed NIT (Section-1).
- 12.5 A bid not secured in accordance with Para 12.1 & 12.4 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.
- 12.6 The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- 12.7 The successful bidder(s) bid security will be discharged upon the bidder's acceptance of the advance purchase order(s) satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD

shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

12.8 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 150 days from the date of bid opening prescribed by the BSNL. A bid valid for a shorter period shall be rejected by the BSNL as non-responsive.

13.2 In exceptional circumstances, the BSNL may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his/her bid security. A bidder accepting the request and granting extension will not be permitted to modify his/her bid.

14. FORMAT AND SIGNING OF BID:

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

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

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

Note: The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on CPP Portal of Government of India .

14.3 Power of Attorney:

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

- (b) The Power of Attorney in favor of person signing the bid 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. Proof of company resolution duly certified by Company Secretary OR Board of Directors is to be submitted for this.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, e-mail address and postal address of the authorized signatory shall be provided.
- (e) Individual signing the tenders or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such documents and shall also submit documentary evidence of his authority in the form of Power of Attorney.
- (f) Deleted.

15. SEALING AND MARKING OF BIDS:

15.1 The bid should be submitted as per Clause 3 Section-2 (tender information).

15.1.1 The bids may be called under

- a) Single stage bidding & Single envelope system OR
- b) Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope. The cover shall contain the 'Original Copy' of the bids subject to clause 14.2. The envelope should be sealed by the personal seal of the bidder.

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

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

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' TECHNO-COMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' FINANCIAL BID '. Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

15.2 a) The offline envelope shall be addressed to the purchaser at the following address:

Assistant General Manager (MM)
MM Cell,
Room No: 403, 4th Floor, Shastri Nagar TE Bldg,
O/o CGMT UP West Circle
Meerut – 250004

- (b) The offline envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the envelope unopened in case it is declared to be received late.
- (c) The offline envelope should be sent by Courier / registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the envelope is delivered in time would vest with the bidder.
- (d) The purchaser shall not be responsible if the envelope are delivered elsewhere.

15.3 Deleted

16. SUBMISSION OF BIDS:

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Section-1 i.e. DNIT
- 16.2 The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the BSNL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 The bidder shall submit his/her bid offer against a set of bid documents purchased by him for all or some system/services / equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.
- 16.4 Bid must be submitted by the bidder through E-Tendering mode only. Manual submission of bid shall not be needed.

17. LATE BIDS: No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

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

19. OPENING OF BIDS BY BSNL:

- 19.1 The purchaser shall open bids online in the presence of bidders or their authorized representatives who chose to attend, at time specified in Clause 7 of Detailed NIT (Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (As per Format given in section 7(B)).
- 19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 (i) The bids will be opened in two stages i.e. techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno commercial bids.

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 by sending them a suitable notice.

(ii) The bidder's names, Item name, EMD amount & validity and acceptability, Information in respect of eligible bidders, Details of bid modification/ withdrawal (if any), and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of techno-commercial bid opening.

(iii) The bidder's names, Name of the Items, Quantities/prices quoted in the bid, discount, if offered, Taxes & levies and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of financial bid opening.

- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.
- 19.5 Tender opening committee will check first the availability of Bid Security, Power of Attorney & authorization for executing it, and if any of these are not available, the bid will be out rightly rejected.

20. CLARIFICATION OF BIDS:

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

21. PRELIMINARY EVALUATION:

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the BSNL.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier/Bidder does not accept the correction of the errors, his/her bid shall be rejected.
- 21.4 Prior to the detailed evaluation, pursuant to clause 22, the BSNL will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.5 A bid determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 21.7 Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule in Section 9 Part-B Part-I (Indigenous items) and Col. 23 of Price schedule in Section-9 Part-B Part-II(a)& Col 22 of Price schedule in Section 9 Part-B Part-II(b) (Imported items) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes(if any) applicable on the movement of Goods.
- (a) Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
 - (b) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
 - (c) In case the Duties, Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
 - (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head

from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.

- (e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm.
- f) If the supplier fails to perform necessary compliances which would in any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the supplier.
- g) If the supplier does not disclose the correct details on the invoice or on the GSTIN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

22.3 CGMT UP WEST Circle, MEERUT, BSNL reserves the right to counter offer prices/rates against the prices/rates quoted by the bidder, if it is found necessary.

23. CONTACTING THE BSNL:

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

24. PLACEMENT OF ORDER:

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 etc keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. BSNL'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

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

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

(c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the BSNL reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

26. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

27. ISSUE OF ADVANCE WORK ORDER (AWO):

27.1 The issue of AWO shall constitute the intention of BSNL to enter into the contract with the bidder.

27.2 The bidder shall within 14 days of issue of AWO, give his/her acceptance along with performance security in conformity with section 7(D) provided with the bid documents.

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. SIGNING OF CONTRACT:

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

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

29. ANNULMENT OF AWARD:

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

- 30. QUALITY ASSURANCE REQUIREMENTS:** The works to be executed under the contract shall confirm to the standards prescribed in the OF Cable construction practices issued by BSNL using open trenching and trenchless technology methods.

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.3 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Deleted
 - d) While giving compliance to Section-4 Part B Special Instructions to Bidders, Section-5 Part A General (Commercial) conditions of contract, Section-5 Part B Special (Commercial) Conditions of Contract ,and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desired representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied

with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

- a) Does not supply the equipment / services in time;
- b) Equipment / Services does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

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

33: Deleted

34. NEAR-RELATIONSHIP CERTIFICATE:

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

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

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

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

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

***Unit**, shall be taken as following:

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

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

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

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

36. LIABILITY

BSNL will not be liable to the contractor for any losses or damages, costs, charges which the contractor may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of permission from road authorities/local bodies/forest department.

37. BANNING OF BUSINESS

37.1 Violation of Tender Terms & Conditions and Unfair Trade Practices: Any bidder or entity found to have violated any of the terms and conditions outlined in this tender or Expression of Interest (EOI), or engaged in any unfair trade practices during the course of the tendering process or contract execution, including but not limited to misrepresentation, non-compliance with contractual obligations, fraudulent activities, collusion with other bidders, or any conduct that undermines the integrity of the procurement process, shall be subject to immediate action, including a ban on doing business with BSNL.

37.2 No Waiver of Rights: The organization reserves the right to take any additional legal or remedial actions available under applicable law for any violations or unfair practices committed, and the imposition of the ban does not preclude such actions.

Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited	
Note 2:- 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 Sales Tax, Income Tax departments etc. and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from the date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD. v) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from the date of issue of banning order.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD.
		However on realization of PG/ SD amount, EMD, if not already released shall be

		returned. iv) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from the date of issue of banning order.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from the date of issue of banning order.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his/her representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his/her duties& responsibilities for the following : a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	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.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in	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

	extended delivery schedules, if granted against PO/ WO.	usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible 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.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 18 of Section 5-(Part-A) or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees		

	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL. b) Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment's but not limited to these elements and/ or any other TSP through BSNL. c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) Undertakes any action that affects/ endangers the security of India.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. vi) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. vi) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course.	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of
	(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.	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	
Note 7: 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 along with settlement of Bills.		

Note: In case supplier gets blacklisted during tenure of BSNL contract then no loss of input tax credit is born by BSNL due to a default of supplier.

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions: Please refer clause -4 of DNIT (Section-1)

2. Bid Security: Please refer clause -5 of DNIT (Section-1)

3. AWARD OF CONTRACT & DISTRIBUTION OF WORK:

3.1 Being Non-divisible work, BSNL shall consider award of contract only to L-1 bidder whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate.

3.2 If there are more than two tenderers at the same rates, the tenderer having highest experience in 7 or 5 years period category (as the case may be) shall precede to the one having lower experience while deciding ranking for considering for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out using the highest experience irrespective of criteria of 7 or 5 years period category.

4 **Reservation/ Procurement from MSE units:** The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) and its amendments/related orders issued from Govt of India shall be followed.

Note: The guidelines issued vide OM No. F.1/4/2021-PPD dated 18.05.2023 from Ministry of Finance, Department of Expenditure, Public Procurement Division reg. concurrent application of Public Procurement Policy for MSE Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be followed.

SECTION- 4 (Part-C)

E-tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Section IV Part A of the tender document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, UP WEST has decided to use the portal <https://eprocure.gov.in/eprocure/app>

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

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Two Envelopes', followed by 'e-Reverse Auction' if applicable after opening of Financial-part (Financial & Technical bid shall be submitted by the bidder at the same time)

2. Broad outline of activities from Bidders prospective:

- I. Procure a Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System on e-procurement portal.
- III. Create Users and assign roles on e-procurement portal.
- IV. View Notice Inviting Tender (NIT) one-procurement portal.
- V. Download Official Copy of Tender Documents from e-procurement portal.
- VI. Clarification to Tender Documents on e-procurement portal
 - ☐ Query to BSNL (Optional)
 - ☐ View response to queries posted by BSNL, as addenda.
- VII. Bid-Submission on e-procurement portal
 - (a) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
 - (b) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QACertificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QACertificate	allowed	Upper & lower cases allowed

- (c) It is advised that all the documents to be submitted (See clause 5 of section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

- VIII. Submission of offline documents as per Clause-6 in a sealed envelope to **AGM (MM) O/o CGMT UP(West) Circle BSNL, Room No: 403, 4th Floor, Shastri Nagar TE Bldg, Meerut – 250004** on or before due date & time.
- IX. Attend Public Online Tender Opening Event (TOE) on e-procurement portal : For opening of Techno-commercialPart
- X. View Post-TOE Clarification on e-procurement portal (Optional) respond to BSNL's Post-TOE queries
- XI. Attend Public Online Tender Opening Event (TOE) on e-procurement portal on opening of Financial-Part (Only for Technical Responsive Bidders)
- XII. View Post-TOE reports posted by BSNL on CPPP
- XIII. Participate in e-Reverse Auction if applicable on e-procurement portal

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 e-procurement portal of UP WEST Circle.

3. 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 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender portal <https://eprocure.gov.in/eprocure/app> Vendor need to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In E-procurement terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal <https://eprocure.gov.in/eprocure/app> (on the Home Page), and follow further instructions as given on the site Note:

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

NIC Helpdesk	
Telephone	0120-4001002 / 0120-4001005 / 0120-4493395
E-mail ID	support-eproc@nic.in / cphp-doe@nic.in
BSNL Contact	
BSNL's Contact Person	AGM(MM)
Telephone	0121-2603565 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	agmmmco@bsnl.co.in

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

Bidders should refer to instructions and guidelines available in e-procurement portal for online submission of bids.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded

zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

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

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

In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

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.

If any document asked for contains more than one page then all those pages may be uploaded as a single PDF file. 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. It is advised that all the documents to be submitted as mentioned above of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.

Price schedule/BoQ (Financial Bid) may be downloaded and the incidental charges may be filled appropriately and separately for tender. This file may also be saved in a secret folder on your computer. The names and total size of document (preferably below 50 MB) may be checked before uploading

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

6.1 Offline Submissions:

The bidder shall submit the following documents offline in Physical form to **AGM (MM) O/o CGMT UP (West) Circle BSNL, Room No: 403, 4th Floor, Shastri Nagar TE Bldg, Meerut – 250004** within 5 days of Bid Submission end date as specified in DNIT.

1. EMD-Bid Security (Original copy). (If not paid online)

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also, failing which the bid is liable to be rejected.

6.2 Online submission:

Contents of first Electronic Envelope i.e. Techno Commercial Envelope	
1	EMD/ Bid Security /Bank Transaction details with UTR Number towards the successful-payment for EMD OR valid Udyam Registration Certificate for proof of being MSE (Micro & small Enterprise) along with Self declaration as per section-6L.
2	Scanned copy of Power of Attorney & authorization for executing it, as per clause 14.3 of Sec-4 Part-A, if applicable. (as per Proforma7(H) of Section -7)
3	Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT & Clause 1 Section 4 Part B
4	Tender document signed.
5	Copy of Certificate of Incorporation/Firm registration certificate as applicable.
6	Copy of Article of Memorandum of Association or Partnership deed as the case may be,
7	Documentary proof of GST registration along with copy of latest GSTR- 3B
8	PAN Card, EPF registration, ESIC registration.
9	Undertaking & declaration duly filled & signed as per Section-6 Part A.
10	No Near-Relationship Certificate duly filled & signed (individually by all Directors/all partners/ Sole proprietor as the case may be) as per Section-6 Part B.
11	Undertaking for Not blacklisted by any Central/ State Governments/ PSUs/ Telecom Service Provider (TSPs)/ Infrastructure Provider - 1 (IP-1), registered with Department of Telecommunication (DoT) on Rs.10 stamp paper as per Section- 6(C).
12	Undertaking for Not blacklisted by GST Authorities as per Section- 6(D).
13	Clause by clause compliance and No Deviation statement as per Section -6(E) & Section- 6(F)
14	Indemnity Undertaking as per Section -6 (G).
15	Bank Mandate & Undertaking regarding receiving payment through EFTS (Format as per Section-6 (H).
16	Declaration regarding Genuineness of documents (Format as per Section-6 (I).
17	Self-Declaration i.r.o. Note-3 of DNIT.as per [Section 6(J)] with Local content claimed for the tendered item(s).
18	Undertaking by the bidder i.r.o. Note-5 of DNIT [Section 6(K)].
19	Letter of authorization for attending bid opening as per Section-7B of the tender document. Applicable if, the bidder wants to facilitate his Representative to attend in Bid opening.
20	Bidder's Profile & Questionnaire dully filled & signed in as per Section -8.
21	Bid Form duly filled & signed in as per Section-9 Part A.
22	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. (In case of Limited Company).
23	Declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, as per Annexure-1.
24	Any other supporting documents asked for in bid document

Contents of second Electronic envelope i.e. Financial Envelop

1. Original Price Schedule (BOQ)duly filled in as per Section-9 Part B (Download the [BOQ.xls](#) file , duly fill in the required details & upload online)

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 file.

7. Public Online Tender Opening Event (TOE) :

CPPP offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders duly authorized are requested to carry laptop and wireless connectivity to internet.

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

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 with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself) by the TOC, salient points of the bids are simultaneously made available for downloading by the participating bidders. 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 CPPP portal.

8. PRICE SCHEDULE / BOQ (Financial bid)

Utmost care may kindly be taken to upload Price Schedule (Financial bid), also referred to as BOQ. Any change in the format of Price Schedule (Financial bid) shall render it unfit for bidding. Following steps maybe followed:-

1. Down load BOQ in XLS format.
2. Fill rates in down loaded BOQ as specified in XLS format.
3. As this is an Item rate BOQ, bidders should mandatorily quote for all categories in both service types.
4. BOQ is a password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
5. Save filled copy of downloaded price schedule (Financial bid/BOQ) in your computer and remember its name & location for uploading correct file (duly filled in) when required.
6. The BOQ needs to be validated before uploading for ensuring no errors have occurred in the BOQ.

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.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.

The help information provided through 'CPPP User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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

Note: The special instructions to contractors/Bidders for e-submission of bids online through www.eprocure.gov.in can be accessed by following link

<https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

9. Other Instructions For further instructions, the vendor should visit the home-page of the portal [https:// eprocure.gov.in](https://eprocure.gov.in), and go to the User-Guidance Center.

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

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.
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). Please visit <https://www.eprocure.gov.in/eprocure/app> OR www.upw.bsnl.co.in for more details and latest amendment.

10. E-Reverse Auction:

If more than three responsive bidders are available then H1 bidder will not be allowed to participate in the e-reverse auction. However such bidder may be considered for the re-casting of inter-se ranking for award of the work, if required. The elimination of H1 is for e-reverse auction only. Offer for award of work at L1 prices achieved after e-reverse auction as per clause 3(Distribution of quantity) of Section 4 Part-B.

In case of MSE bidder(s), if the bidder(s) happen to be highest bidder but falls within the price band of L1+15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction.”

E-Reverse Auction would be conducted on Unit/ total package/ net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	(Typically 1 to 2) Hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	 xx Minutes(Typically 05 minutes)
3.2	Time-Duration of Automatic extension	yy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto-Extensions	nn Automatic Extensions. (Typically 04 to 06 extensions)
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	Unit/ total package/ net cost to BSNL
6	Minimum Bid-Decrement	(Value in Currency)
7	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note: Parameters at S. No. 5 & 6 shall be confirmed after opening & evaluation of Financial bid parts.

11. Minimum Requirements at Bidders end

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

SECTION- 5 (Part-A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1. APPLICATION :

The General conditions shall apply in contracts made by the BSNL for the execution of Laying PLB pipe and associated works by Open Trench Method/Trenchless Technology, Optical Fiber Cable Pulling/Blowing and splicing works

2. STANDARDS:

The works to be executed under the contract shall confirm to the standards prescribed in the OF Cable construction practices issued by BSNL using open trenching and trenchless technology methods.

3. PRICES :

Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid. Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price except Goods and Service tax (GST) which will be paid at prevailing rate, during this period (proof of payment to the GST authority shall be submitted by the contractor on time to avail ITC by BSNL.)

4. SUBCONTRACTS:

The contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances.

5. SECURITY :

(i) Material Security:-

- a) The successful tenderer including MSE bidder will have to deposit material security as mentioned in the scope of work subject to a **minimum of Rs Two Lakhs** within 14 days from the date of issue of AWO/LOI in the form of bank guarantee, valid for the period of 18 months from the date of acceptance of AWO/LOI in favour of 'AGM (MM), O/o CGMT UP West, Meerut', issued from a scheduled bank and in the **material security bond form** provided in the bid document. Material security can also be submitted in the form of cross demand draft drawn in favor of Bharat Sanchar Nigam Limited, Meerut, payable at Meerut issued by a schedule bank and payable at Meerut. The Material security will be non-interest bearing deposit for any period whatsoever. BSNL reserves the right to increase the amount of material security based on the quantum of work/maximum store to be issued at the time of execution of the work at any point of time.
- 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 shall be correspondingly enhanced to an amount equal to the cost of material/stores to be issued.
- c) The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to account for the material issued to him.
- d) The Material security shall be released / refunded within a month from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of 'No Dues Certificate' from 'Engineer In Charge'.

(ii) Performance security:

- a) The successful bidder including MSE bidder shall submit an amount equivalent to 10 % of the tender approved value as security deposit by way of Performance Bank Guarantee (PBG)/DD/FDR/Insurance Surety Bond within 14 days from the date of issue of AWO/LOI, in

favour of 'AGM (MM), O/o CGMT UP West, Meerut', from any scheduled bank in India, and valid for 26 months from the date of acceptance of AWO/Lol.

- b) On receipt of PBG from the bidder, after confirmation of the genuineness of the PBG from the bank, the EMD, if any, received earlier, will be returned.
- c) The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract and warranty obligations.
- d) The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
- e) If there are recoveries to be made, Contractor shall deposit the money before the release of PBG for getting the PBG released and in failure to do so, PBG will be forfeited and recovery to be effected from the realized PBG amount and the balance amount, if any, after adjustment of recoveries, will be refunded to the bidder.
- f) It is the responsibility of the vendor to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PBG as the case may be.
- g) No interest will be paid to the contractor on the security deposit.
- h) The performance security Bond will be discharged by the buyer only after completion of the contractor's performance obligations and upon receipt of No Claim/No Dues Certificate/Satisfactory Performance Certificate from the end user and further submission of No Claim Certificate by the vendor / contractor in the format at **Annexure-4**. Delay by the vendor / contractor in the performance of its obligations under the contract shall render the contractor / vendor liable to forfeiture of its performance security.

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

- i) Work will be executed by way of issuing work orders. Work orders may be issued in parts for a period as specified in the work order. The work order for OFC rehabilitation work of 86.2 Km in Bareilly BA (Bareilly, Badaun, Moradabad, Pilibhit & Rampur OAs) shall be for entire work, which will have to be completed within **one year** or as specified in work order / Purchase Order.
- ii) The Divisional Engineer in charge of work or as decided by BSNL shall issue the work Order/Purchase Order after examining the technical and planning details of the works to be executed.
- iii) The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or competent authority, the contractor is not executing the work at the required pace.

7. EXTENSION OF THE TIME LIMIT:

7.1 General:

- i) In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- ii) In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

7.2 Application for Extension of Time and Sanction of Extension of Time (EOT) :

- i) There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT), on account of which, he desires such extension, on the same day of occurrence of hindrance. The Engineer-in-charge shall forward the request to the

competent authority with his detailed report, within two days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

- ii) The application contains the ground(s), which hindered the contractor in execution of work.
- iii) The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- iv) The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- v) The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with Liquidated damages (LD) for delays in execution of works.
- vi) The competent authority shall grant EOT with time period for completion of work clearly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-in-charge.
- vii) **If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to resolution of disputes. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.**

7.3 Grant of Extension of Time without Applications:

i) There are, at times, practical difficulties like non-availability of material, delay in providing permissions/right of way etc. reasons of which are ascribable to the BSNL. In such cases, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time suo moto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain / suffer due to delay in making the above available.

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:

A. Open Trenching:

8.1 Measurement:

8.1.1 The measurement books are to be maintained by the officer-in-charge of the work or his immediate engineering subordinate not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned.

8.1.2 **Responsibility of taking and recording measurements:** The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100%/50% of measurements respectively. The Divisional Engineer shall be responsible for conducting test check of 20% of measurements.

8.1.3 **Method of recording of nomenclature of items:** Complete nomenclature of items, as given in the agreement need not be reproduced in the measurement book for recording the measurements but corresponding Item Code as provided, shall be used.

8.1.4 **Method of measurements:** The measurements of the work shall be done activity wise as and when the item of work is ready for measurement. The methods of measurement of various items are enumerated as under:

- **Measurement of depth of trenches:**

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

The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

TABLE- 1 For Normal & Hard soil for all areas <Name of Circle>and <name of the state/UT>

Depth between	Reduction in rate
< 165 Cms to $\geq$ 150 Cms.	Pro rata basis
< 150 Cms to $\geq$ 130 Cms.	12.5 % of approved rates
< 130 Cms to $\geq$ 105 Cms.	25 % of approved rates
Below 105 Cms	40 % of approved rates

TABLE-2 For soft/hard rock for all areas <name of the state/UT>&<Name of Circle>Circle.

Depth Between	Reduction in rate
< 135 Cms to $\geq$ 125 Cms.	5% of the approved rate.
<125 Cms to $\geq$ 105 Cms	15% of the approved rate.
Below 105 Cms.	40% of the approved rate.

TABLE-3 For Hilly Terrain for all areas <Name of Circle>Circle

Depth between	Reduction in rate
< 90 Cms to $\geq$ 80 Cms.	5 % of the approved rate
< 80 Cms to $\geq$ 65 Cms.	12.5 % of approved rates
< 65 Cms to $\geq$ 50 Cms.	25 % of approved rates
Below 50 Cms	40 % of approved rates

The payment for sub normal length should be calculated using the following formula:

$$P = (100 - ROR) \times RA \times D / (100 \times ND)$$

P = Payment for one meter

ROR = Reduction in rate in % as given above

RA = Approved rate of trenching per meter

D = Actual depth in cms.

ND = Nominal depth of trench 165/135/90 cms for which the tender has been floated.

- **Measurement of Lengths and profiles of strata and protection:**

The measurements of length of trenches are on running meter basis, irrespective of type of soil encountered while digging.

The type of protection provided (item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

- **Measurement of length of cable:**

The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring Tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.

- **Measurement of other items:**

The measurement/numerical details of other items shall be recorded in the sheets provided for respective items viz.

- Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber or Pre Cast RCC type.
- Fixing, Painting and sign writing of route joint indicators.
- Termination of Cable in equipment room and no. of joints.

8.1.5 The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, then in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

8.1.6 The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary, as specified in document 'procedures for underground cable construction' and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks, however such test pits shall not be more than 10% of the cable laying work

8.1.7 Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe / duct through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.

B. Guidelines for Depth AT of Horizontal Directional Drilling

Brief Description of the work: A high capacity drilling machine is used to drill the earth in almost horizontal manner and hence the name of the technology. Two manholes of 2 Mt X 2 Mt X 2 Mt pits are taken at the places marked by the site engineer. The distance between these manholes can vary from a minimum of 40 metres to 250 metres.

The drilling is done from Entry pit towards the Exit pit. At the Exit pit the PLB pipes are attached to the drill rods and the pipes are pulled back towards the Entry pit.

In general RCC manholes are constructed at the Entry pit and Exit pit after the HDD work is completed.

HDD work along with manholes:

The location of manholes shall not only depend on the capacity of the machine but also on the roads. The man holes where the drilling commences is called the Entry Pit. The second manhole is called as Exit pit.

Normally if the HDD machine is kept near the Entry pit and the drilling is carried out, then the depth at which the Machine enters the earth shall not be less than 1.2 Mt. As per the T&D standard any pipe laying less than 1.2 Mt requires additional protection. In order to achieve higher depth at the Entry pit the HDD machine is kept at around 6 to 8 meters away from the Entry pit. A separate pit called as pilot entry pit is dug up at 4 to 6mtr away from the Entry pit.

Wherever the roads are not in straight line, the span length reduces between the Entry and Exit pit. In general in overlay access works, the manholes are constructed at every 200 Mtrs approximately. The PLB pipes are coupled using the HDPE couplers.

The HDD machine drills the earth using 3 meter length rods. These rods jointed to each other by welding. In the beginning of the first rod contains the drill bit and an electronic beacon house. While the underground drilling work is in progress the drill bit position can be monitored from the surface of the earth using a tracker. The depth and the direction of the bit are monitored from the tracker. This is due to beacon house located in the drill bit.

In the onward drilling from the entry pit to Exit pit normally a lesser diameter (4 inch diameter) drill bit is used. After the drill bit reaches the Exit pit, the drill bit and the beacon house are removed from the first rod. A higher diameter drill bit called, Back reamer is attached to the first rod. The pipes are attached to the reamer and the rods are pulled back. Thus in the return path the tracker cannot detect the depth and direction of the reamer. Hence depth of the pipes can be monitored during the drilling from Entry pit towards Exit pit only.

In general the HDD technology is used in the cities where open trenching is not permitted. These roads are covered thick BT surface. For verifying the depth the test pits cannot be taken in the middle of the road. The second difficulty arises due to the depth of the pipes, which are at about 3 meters below the surface. It is very difficult to manually open a test pit to verify the depth. Hence carrying out the depth AT after the entire work is completed is not possible as is done in the usual depth check. Hence the Depth AT for the HDD work shall be done in real time.

The following tests and suggestions are recommended for the PLB pipes being laid using the HDD technology. Apart from the depth check, the pipes continuity check is also recommended especially for the ACCESS network jobs where multiple pipes are laid.

Standard Tests:

1. Online depth and offset check of the PLB pipes. The depth can be monitored from the tracker. The accuracy of the tracker may be verified by site-in charge before the work is commenced. The depth of the pipe should be more than 2.0 Mtrs.
2. The depth of the pipe may be recorded at the Entry pit and the Exit pit of the spans under test. The depth at both the places should be more than 1.2 Mtrs.
3. The depth at least two coupling points are to be verified in 1 KM. The depth should be more than 1.2 Mtrs.
4. The offset of the pipe may be recorded both from the center of the road and also from the edge of the road wherever the compound wall exists (City Areas).
5. The depths of the pipes at a minimum of six continuous rods are to be verified by the T&D wing. The depth should be more than 2 Mtrs beyond 10 meters from the trailing edge of Entry pit.
6. The colours of the pipes to be recorded in case of multiple PLB laying. Different types of coloured pipes are to be used.

Protection: It is recommended that the regular depth protection standards may be applied for HDD works also.

Depth Relaxation: The depth relaxation is required at some situations. In general when HDD is used only for crossing the roads and short spans of 15 to 25 Mtrs length, due to the paucity of the road margin and due to the site conditions, the depth of 2.0 Mtrs may not be achieved. The depth also cannot be achieved at places where very old underground concrete structures, water and drainage pipes exist. It is recommended that the depth relaxation may be given by the competent authority.

Sl.No.	Depth measured at 10 mtrs from the trailing edge of the Entry Pit	Recommending Authority	Relaxing Authority
1	> or = 1.65 Mtr to 2.0 mtr	SDE in charge	DET In charge
2	> or = 1.5Mtr to 1.65 mtr	DET in charge	DGM in-charge

Note:- For depth more than 165 cms rates for horizontal drilling will remain same. In case of depths being less than 1.65 Mtrs up to 1.5 mtrs, the payment of horizontal drilling will be made on prorata

basis. It is hereby recommended that no pipe shall be laid by HDD method for depths less than 1.5Mtrs. Hence no protection is required for the Pipes.

8.2 Inspection and Quality Control:

8.2.1 The Quality of Works: The importance of quality of Optical Fibre Cable Construction works especially laying of multiple PLB pipes/coils using open trenching and trenchless technology method cannot be over-emphasized. The quality and availability of long distance media, efficiency of the reliable media connectivity to exchanges and success of new concept of overlay access network depends upon quality of laying of Optical Fibre Cable. Further, the OF cables are vulnerable to damages due to work of other agencies.

8.2.2 **It is imperative that the contractor(s) is/are fully conversant with the construction practices especially laying multiple pipes by trenchless technology using HDD machine and shall be fully equipped to carry out the work in accordance with the specifications.** The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.

8.2.3 An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).

8.2.4 In addition to Acceptance Testing being carried out by A.T. Wing and supervision by Constructions Officers, all works at all times shall be open to inspection of the department. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

8.2.5 Site Order Book: The site order book is one of the primary records to be maintained by the JTO/SDE supervising the work during the course of execution of works. The noting made by officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the Site order book. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

8.3 Testing and Acceptance Testing:

8.3.1 The work shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

8.3.2 **Scope of Acceptance and Testing:** The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taking by A.T. officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. officer without any additional cost to the department.

8.3.3 **Offering the work for acceptance and testing:** The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T. , shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T.

as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.

- 8.3.4 The contractor shall provide labor, if demanded by the A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

9 WARRANTY:

- 9.1 The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **twelve months after the acceptance testing.**
- 9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion / portions material so replaced or renewed or until the end of the above mentioned **period of twelve months**, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- 9.3 **The Cable joint shall be guaranteed for a period of ONE year from the date of closing of joint.** In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, within the stipulated period of guarantee the contractor shall repair the joint(s) at his own cost within 24 hours of informing him, **failing which the BSNL may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work plus the cost of materials used shall be recovered from the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms and conditions of the tender.** The cost of joining kit, supplied by the BSNL, so used to revive the joint shall be deducted from the final bill of the contractor pending for payment or from security if all bills have been settled.
- 9.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

10 AUDIT AND TECHNICAL EXAMINATION:

- 10.1 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is

found that the contractor was paid less than what was due to him under payment shall be duly paid by BSNL to the contractor.

10.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **Competent Authority** or his subordinate officer.

10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL

11 PAYMENT TERMS:

11.1 Procedure for Preparation and settlement of bills :

11.1.1 All items of work involved in the work order shall be completed in all respects before preparing the bills for the work against the work order. The procedure for payment of bills is enumerated as under:

- a. 100% full and final payment shall be processed after commissioning of complete route.
- b. However, if a section(s) (***node to node**) of the route has/have been completed in all respect and acceptance tested for making it capable of being put to use, 80% payment of the work so completed shall be made as a running bill, pending 20% to be paid after commissioning of complete route.

***node implies** – Exchange/Transmission center/Broadband center/BTS site/any equipment center where OFC is terminated.

11.1.2 The contractor shall prepare the final bill in triplicate after completion of the entire work entrusted against work order & acceptance and testing of all the works and submit the same to SDE in-charge of work within 30 days of acceptance and testing for payment. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details:

- The bill for all the quantities as per Measurements at the approved rates.
- Adjustment of amount received against running bills.
- Store reconciliation statement furnishing account of stores received against the **Work Order** and returned to the designated Store godown as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- Letters of grant of E.O.T(s), if work could not be completed within stipulated time.
- Six sets of bound documentation.
- **Copy of the Wage Register, Attendance Register, Monthly EPF & ESI Deposit Challan have to be submitted by the contractor along with the bills.**

11.1.2.(1) The SDE in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T office). The SDE in-charge of work shall submit the final bills, along with other documents mentioned above, with the documents as mentioned hereunder to the Divisional Engineer, in-charge of work.

- Bill prepared by the contractor. Invoice should be GST compliant

- Material reconciliation statement.
- Measurement Book.
- A/T Certificates.
- The site order Book.
- The hindrances register.
- Details of recoveries/penalties for delays, damages to Departmental/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.
- Details of empty cable drums cost which needs to be recovered from the bill.

11.1.2.(2).The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by SDE along with the bills as above to the Engineer-in charge for processing and final payment.

11.1.2.(3). The Works section of planning cell of concerned BA shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all the liabilities of the contractor and statutory taxes. The bill thereafter shall be processed by Circle Claim Section and the same may be passed by the officer competent to pass the bill.**GST shall also be applicable for any deductions or penalties imposed by BSNL.**

11.2 Procedure for payment for substandard works:

11.2.1 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise, not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

11.2.2 **Timely action by Site-In-charge: Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Site-In-charge to point out the defects in work in time during progress of the work.** The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also define time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the substandard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

11.2.3 Non-reporting of the substandard work in time on the part of Site In charge (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for substandard work and associated liabilities.

11.2.4 **Authority and Procedure to accept substandard work and payment thereof:** There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the Tender Issuing Authority, the items in question will not materially deteriorate the quality of service provided by the construction, Tender Issuing Authority shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The

committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving substandard items of work, as Chairman and one SDE and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.

11.2.5 Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.

11.3 No claim for delayed payment due to dispute etc: No claim for interest or damage will be entertained or be payable by the BSNL in respect of any amount or balance which may be lying with the BSNL owing to any dispute, difference or misunderstanding between the parties or in respect of any delay or omission on the part of the Engineer in charge in making intermediate or final payments or in any other respect whatsoever.

12 DISPOSAL OF EMPTY CABLE DRUMS:

12.1 The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking into account the prevailing market rates has fixed the cost of Optical Fibre cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.

12.2 Rates fixed for Optical Fibre cable drums are given in Tender Document (Qualifying Bid). The rates are fixed and there is no percentage above or below applicable on these rates.

12.3 The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number of cable drums in the bill so that the amount is deducted from the bills due.

12.4 The contractor shall not be allowed to dump the empty cable drums in Govt., public place, which may cause inconvenience to Govt. /Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges to be decided by the **Competent Authority** from the bill / security deposit / any other amount due to the contractor.

13. LIQUIDATED DAMAGES/PENALTY CLAUSE:

13.1 Liquidated Damages clause for Delays in the contractor's performance:

13.1.1 The time allowed for completion of the work as per work order/ Purchase order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order/ Purchase order by the BSNL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as LD for delay in execution of the work @ 0.5 % for each week of delay or part thereof, for a period up to ten weeks and thereafter @ 0.7 % for each week of delay or part thereof for another ten weeks subject to a maximum of 12 % of the cost of the work allotted as per the work order/ Purchase order.

13.1.2 On any date, if the LD payable as above, reaches 12 (twelve) percent of the cost of the work order, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the contractor.

13.1.3 The days on which work is not done due to reasons beyond the control of contractor, such as natural calamities, law & order situation etc., will not be accounted for in imposing the LD.

13.1.4 LD for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract.

However, adjustment 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 work.

- 13.1.5 In case of slow progress of the work in a section which has been awarded to a particular contractor, if the public interest does not permit extension of time limit for completion of the work, then Tender Issuing Authority will have the full right to order that the scope of the contract may be restricted to such fraction of the work and get the balance work executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 13.1.6 The Tender Issuing Authority **reserves** the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order or as the time permitted by the competent authority.

13.2 Penalty for causing inconvenience to the Public:

- 13.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, he shall cause to lay cable and close such trenches expeditiously. The contractor shall not leave the trenches open for more than 24 hours at a stretch in a route at a time and should take due precautions to avoid any mishap. In case of any accident, the contractor shall be fully responsible for the same and any penalty imposed on this account by any statutory authority shall be paid by the contractor. In case of failure to pay the same by the contractor it shall be recovered from his pending payment/security deposit.
- 13.2.2 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt./public place, which may cause inconvenience to Govt./Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit, also recover the amount fixed in this contract for empty cable drums/waste materials from the bill/security deposit/ along with the costs incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty up to Rupees One thousand only for each such default/incident.

13.3 Penalty for cutting / damaging the old cable:

- 13.3.1 Penalty for cutting/damaging the old cable:

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

Size of existing UG cable Cut /damaged	Account of penalty per cut/damage
Upto100 pairs cable	Rs 3000.00 (Three thousand)
Above 100 pairs cable & up to 400 pairs	Rs 5000.00 (Five thousand)
Above 400 pairs	Rs 10000.00 (Ten thousand)

For OF Cable Penalty for cutting/damaging will be as below:

Type of cable Cut /damaged	Charges per fault for penalty and compensation
OF Cable of any size	Rs 25000.00 (Twenty Five 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

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

The contractor while taking delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if

any material is found damaged/working unsatisfactorily, then a penalty equivalent to the cost of material + 10% as penalty shall be recovered from the contractor's payments/securities. However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

13.3.3 Penalty to damage the underground installation of other agencies:

While trenching, the contractor should not cause damage to any underground installations belonging to other agencies and any damage caused should be made good at his own cost and expenses.

13.3.4 Penalty for achieving lower depth : In no case the statutory depth of boring should be (i) less than 2 mtr. from the road / ground surface and (ii) less than 1.65 mtrs at the pits. In order to encourage the contractor to achieve required depth in the face of site constraints, the following payment schedule with penalty are to be adhered to for boring at lesser depths subject to condition that relaxation has been granted by the competent authority for lesser depths.

(i) For ground surfaces (other than pits) :

Actual Micro-tunneling (HDD) depth between	Penalty
< 2 Mtr. to > 1.50 Mtr	10% of approved rate
<1.5 Mtr	No payment. To be treated as non-standard work

(ii) For pits :

Actual Micro-tunneling (HDD) depth between	Penalty
< 1.65 Mtr. to > 1.50 Mtr	10% of approved rate
<1.5 Mtr	No payment. To be treated as non-standard work.

14 Rescission / Termination of Contract:

14.1 Circumstances for rescission of contract: Under the following conditions the Tender Issuing Authority may rescind the contract:

- (i) If the contractor commits breach of any item of terms and conditions of the contract.
- (ii) If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- (iii) If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

14.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:

14.2.1 Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.

14.2.2 The unused material (Supplied by the BSNL) available at site, shall be transported back by the BSNL to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents/bid.

14.2.3 The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3...) at their quoted rates. If the work was awarded on single tender basis then the BSNL shall get the unexecuted work completed through any other contractor approved in the area of

Tender Issuing Authority at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the BSNL at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by the BSNL. In this regard the decision of **Tender Approving Authority** shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or his any other account whatsoever anywhere in the BSNL or from a security deposit.

- 14.2.4** The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

14.3 Termination for Insolvency:

- 14.3.1** The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

14.3.2 Optional Termination by BSNL (other than due default of the contractor):

- 14.3.3** The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.

- 14.3.4** In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipments and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct.

- 14.3.5** The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract or any part of such items without any compensation, whatsoever, to the contractor.

14.3.6 Issuance of Notice:

- 14.3.7** The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract for approval.

- 14.3.8** The **final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.

- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate BSNL security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

15 INDEMNITIES :

- 15.1** The contractor shall at all times hold the BSNL harmless and indemnify BSNL from and against all action, suits, proceedings, works, cost, damages, charges claim and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 15.2** The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

16 FORCE MAJEURE:

- 16.1** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work has been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.
- 16.2** Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the BSNL select to retain.

17 Deleted

18 SET OFF:

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

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

19 TAX INDEMNITY CLAUSE:

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier. In case, supplier gets black-listed during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.

20 FALL CLAUSE:

20.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 5 of section-5, Part A. Further, if at any time during the contract,

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service.

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

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

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

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

21 COURT JURISDICTION:

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

(ii) Where a contractor has not agreed to dispute resolution, the dispute/claims arising out of the Contractor/PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued Accordingly, a stipulation shall be made in the contract has under.

"This Contract/PO is subject to jurisdiction of court at MEERUT only"

22 INTEREST ON DEFERRED CLAIM:

No interest on any deferred claim of the Supplier arising out of this contract shall be payable in any case whatsoever.

23 GST INVOICE:

23.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

23.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

23.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

23.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

23.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise

23.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL

23.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.

23.8. E-waybill number should be mentioned on the invoices.

23.9. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:

(i) Uploading appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier

(vi) **A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.**

23.10 All the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice

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

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

24. RESOLUTION OF DISPUTES

24.1 Disputes and Excepted Matters

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

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

24.1.3 Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum/arbitration/court proceeding.

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

24.1.5 In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of "**Notice of Dispute**" sent under clause 24.1.1 above, the following provisions, as mentioned below, shall follow:

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

1. Adjudication
2. Mediation
3. Litigation

24.2 Excepted Matters

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

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

24.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchaser/BSNL executing the contract on behalf of the Procuring Entity, the contractor shall give a '**Notice of Adjudication**' specifying the matters which are in question, or subject of the dispute or differences indicating the relevant contractual clause, as also the amount of claim item-wise to CMD BSNL or CGM of the BSNL circle at the case may be, or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor/ purchaser may proceed to invoke the process of Mediation as follows.

24.4 Mediation of disputes

- 1) For cases with dispute amount more than 10 Crores, Mediation shall be conducted through the mediation scheme framed by the Department of Telecommunications, Government of India vide OM

No. 1-1/4/2024-Law (I) dated 22.11.2024, comprising, where considered appropriate, a retired Judge, a retired senior officer, and/or a technical expert ("Mediation Scheme")

2) For cases with dispute amount less than 10 Crores, the mediation process will be adopted as per institutional mediation provisions defined under the Mediation Act, 2023.

3) The cost of the mediation shall be shared equally by the parties unless otherwise agreed.

4) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and Mediator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

5) The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

6) Termination of Mediation: Disputes shall remain alive if the mediation is terminated as follows:

(a) By written declaration of the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of such declaration; or

(b) By a written declaration of any party to the mediator, before the signing of **settlement agreement by both sides**, to the effect that the mediation proceedings are terminated, on the date of such declaration; or

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

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

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

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

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

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

SECTION – 5 (Part-B)

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The special conditions of the contract shall supplement the ' **Instructions to the Bidders**' as contained in Section 4(Part-A &**General (commercial) Conditions of the Contract**" as contained in Section 5 (Part-A). and wherever there is a conflict, the provisions herein shall prevail over those in Section-4(Part-A) and Section -5 (Part-A).

1. GENERAL :

1.1 The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.

1.2 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.

1.3 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

1.4 The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

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

1.6 Tender will be evaluated as a single package of all the items given in the price schedule.

1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced.

1.8 The work in each section may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the Tender Approving Authority.

1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or any other ground he shall apply in writing to the Divisional Engineer on the same day of occurrence of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of **Tender Approving Authority** shall be final.

1.10 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or Final bill pending against any contract with the BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.

1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from

Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

1.13 In the event of the contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the **Tender Approving Authority** shall have the power to terminate the contract without any notice.

1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the **Tender Approving Authority** on behalf of the BSNL can terminate the contract without compensation to the contractor. However, **Tender Approving Authority**, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of **Tender Approving Authority** shall be the final.

1.15 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

1.16 **Interpretation of the contract document:**

1.16.1 The representative of **Tender Approving Authority** and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement, the matter shall be referred to the Competent Authority whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

1.2 **Notification:**

1.2.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and / or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons to authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and /or supporting figure and data as may from time to time as directed or required.

1.3 **Shut down on account of weather conditions:**

1.3.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other Force majeure conditions.

2. **STORES SUPPLIED BY THE BSNL:**

At no point of time the contractor shall be issued stores of value more than the contractor's material security as per clause number 5 (i) of Section V. If at all, the work requires more quantity of materials to be issued to the contractor, then the material security shall correspondingly be enhanced to an amount equal to cost of the material/stores to be issued before the issue of the store and the contractor will not have any objection to it.

The contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor.

All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of Tender Issuing Authority. In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office / store will also be treated "as site" for this purpose. Any such material remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the BSNL, which is in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly about the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/ quality of the materials.

The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "BSNL's calculation" (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.

The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.

EASEMENTS, PERMITS, LICENCE AND OTHER FACILITIES:

The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work e.g.

- A) "Right of User" easements and permits.
- B) Railway and Highway crossing permits including bridge.
- C) Canal / Stream crossing permits.

The successful bidder will be required to prepare route diagram in required format as asked by RoW authorities free of cost and shall be responsible for obtaining "Right of User" easements & permits (RoW permission). But, tendering authority shall make necessary payments towards RoW charges.

The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.

The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and / or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the Divisional Engineer.

The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the

construction "Right of User". Such construction and such contingency shall be deemed to have been provided for in the rates.

At location where the OF cable trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the railways or government or local agencies having jurisdiction.

Due to any reason, if above mentioned permits etc. could not be arranged in time then the extension of time limit shall be provided as per EOT clause given in tender document.

3. QUALITY OF WORK:

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

4. TAXES AND DUTIES :

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

5. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

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

b. If the excavation of trench alters the contours of the ground around road and highway crossing in such locations become dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL regulations as to placing of warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc. at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs. 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water, mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.

c. Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.

d. The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.

e. The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other

properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risks in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.

f. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to absolve the personal of property damages, resulting there from.

6. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

6.1 Obtaining License before commencement of work:

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

6.2 Contractors Labour Regulations:

6.2.1 Working hours:

Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

6.2.2 Display of Notice Regarding Wages Etc.

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under **Minimum Wages Act 1948**, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

6.2.3 Payment of Wages;

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

No wage period shall exceed one month.

The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of

seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

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

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

Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf. The payment to the contract workers is to be paid through Account payee cheque or online in the presence of authorized representative of BSNL.

Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936.

The contractor /bidders /supplier shall comply with all the applicable labour laws, inter alia, the provisions of the **“Payment of Wages Act 1936, and the Minimum Wages Act 1948** or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

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

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

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

6.2.4 Fines and deductions which may be made from wages

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

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default,
- d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- e) Any other deductions, which the Central Government may from time to time, allow.

6.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

6.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

6.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

6.2.5 Labour records

The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.

The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971.

The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

6.2.6 Register of accidents – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accident.
- b) Rate of wages.
- c) Sex
- d) Age
- e) Nature of accident and cause of accident
- f) Time and date of accident
- g) Date and time when admitted in hospital
- h) Date of discharge from the hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks

The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules- 1971.

The Contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

The contractor shall maintain a Register of deductions for damage or loss in form XX of the CL (R&A) Rules 1971.

The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971.

The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971.

The contractor shall deposit EPF and ESI subscription to concerned authorities of the person employed by him as per provision of EPF and ESI Acts and maintain the necessary records as per the requirement under EPF & ESI rules.

6.2.7 Attendance card-cum wage slip

The contractor shall issue an Attendance card cum wage slip to each workman employed by him.

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

6.2.8 Employment card

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

6.2.9 Service certificate

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

6.2.10 Preservation of labour records

The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-charge or Labour Officer or any other officers authorized by the BSNL in this behalf.

6.3 Power of labour officer to make investigations or enquiry

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

6.4 Report of Investigating officer and action thereon

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

6.5 Inspection of Books and Slips

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

6.6 Submission of Returns

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

6.7 Amendments

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

7.0 INSURANCE:

7.1 Without limiting any of his other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard to same or that the BSNL may suffer or incur with respect to and / or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by the BSNL of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

8. COMPLIANCE WITH LAWS AND REGULATION:

8.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be

performed hereunder, the same may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

8.2 The contractor shall also comply with the rule and regulation of EPF & ESI as per government rule and regulation from time to time at his own cost and expenses. The contractor shall indemnify the BSNL from any act or action in future or during the course of work in this regards at his own cost and expense. Tender Issuing Authority reserves the right to withhold the contractor amount upto 25% of tender value from the bills of contractor/security deposit in case of non-compliance of these rule and regulation by the contractor.

9. TOOLS AND PLANTS

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

SECTION – 5 (Part-C)
OF Cable Construction Specification Manual

The guidelines in the form of Engineering Instructions (E.Is.) on Construction Practices of Optical Fibre Cables are issued by T & D wing of the Department, from time to time. However, the present practices are summarized here under, from the point of view of describing scope of work under various items of work. This document will need revision as and when practices undergo any revision.

GENERAL

The Optical Fibre Cable is planned considering the following objectives of the scheme:

- i) Minimum possible route length vis-a-vis route having maximum number of towns with potential telecom growth.
- ii) Linking of small exchanges off main road by leading in O.F.C. vis-a-vis routing the main cable itself via such exchanges.

After deciding above mentioned issues, a detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, etc. may be recorded in the detailed survey register. The probable locations of joints, terminations and re-generators may also be decided and marked on the route map.

On the basis of surveys, general permission from road and rail authorities for laying the Optical Fibre Cable along the decided routes and permission for rail / road crossings will have to be obtained. Generally, O.F.C. is laid straight as far as possible along the road near the boundaries, away from the burrow pits. The O.F.C. is laid along the roads at a minimum distance of 15 metres from the center line of the road or in accordance with the permission from the concerned road authorities in view of their road widening plan. As the O.F.C. carries high capacity traffic and is planned for 40 years of life, it is imperative that the cable is laid after obtaining due permission from all the concerned authorities to avoid any damage/shifting at a later stage and also disruption of services/ revenue loss.

In special cases, where it may be necessary to avoid burrow pits or low lying areas, the cable may be run underneath the shoulders at a distance of 0.6 metre from the outer edge of the road embankment provided the same is located at least 4.5 metres away from center line of road and 1.2 metre below the road surface.

The Optical Fibre Cable is laid through PLB Pipes/Coils buried at a nominal depth of 165 cms. The steps involved in OF Cable construction are as under:

- i) Excavation of trench upto a nominal depth as specified, according to construction specifications along National/State Highways/other roads and also in city limits as mentioned in the notice inviting tender.
- ii) Laying of PLB pipes/coils coupled by PLB sockets in excavated trenches, on bridges and culverts, drawing of 6 mm polypropylene para pro rope (P.P. rope) through the PLB pipes/coils as per Construction Specifications and sealing of PLB pipe ends at every manhole by PLB end caps of suitable size.
- iii) Providing of mechanical protection by R.C.C. Pipes/GI pipes and/or concreting/chambering according to construction specifications, wherever required.
- iv) Fixing of GI pipes/troughs with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, whenever necessary.
- v) Bank filling and dressing of the excavated trenches according to construction specifications.

vi) Digging of pits 1 metre towards jungle side at every manhole chamber to a depth of 60 cms., fixing of route indicator, concreting and back filling of pits. Painting of route indicators with yellow colour and sign writing denoting route indicator number as per construction specifications.

vii) Documentation.

viii) The documentation, consisting of the following shall be prepared exchange to exchange for intra SSA OFC links and for each section in case of inter SSA/National long distance routes.

a) **Route Index Diagrams – General:** This diagram shall consist of Cable Route Details on Geographical Map drawn to scale the prominent land marks and alignment of cable with reference to road. This shall be prepared on A-3 sheets of 80 GSM.

b) **Route Index Diagrams – Profile:** These diagrams will contain:

- a. Make and size of the cable.
- b. Offset of cable from center of the road at every 10 meters
- c. Depth profile of Cable at every 10 meters
- d. Details of protection with type of protection depicted on it
- e. Location of culvert and bridges with their lengths and scheme of laying of PLB pipe/PLB Blowing Type/Pre-installed ropes thereon.
- f. Important landmarks to facilitate locating the cable in future
- g. Location of joints and pulling manholes.

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

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

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

This shall be prepared on **A-4 sheets** of 80 GSM. All the diagrams (i), (ii) & (iii) shall bear the signatures of the contractor, the Engineer-in-charge as a proof of accuracy of the details. The diagrams shall be bound in A-4 size book with cover. The cover sheets shall be of 110 GSM and laminated. The front cover shall have the following details.

1. Name of the SSA/Project Organization.
2. Name of the OFC Link
3. Name of the Contractor
4. Date of commencement of work
5. Date of completion of work

For each route/section 6 sets of above-mentioned document shall be submitted.

1. **PLB/ROPE MATERIALS USED:**

PLB PIPE/COILS

PLB Socket: For coupling PLB Pipes/coils

PP Rope: 6mm PP rope is drawn through the PLB pipes / coils and safely tied to the end caps at either ends with hooks to facilitate pulling of the OF cables at a later stage

PLB End Caps: For pulling the cable through the pipes, it is necessary to have suitable manholes at every 200M length and also at bends and corners suitably located. The pipes are laid for 200M or less at a time for the distance between two manholes. The ends of the PLB pipes/coils are closed with PLB End Caps. A suitable arrangement should be provided in the End Cap to tie PP Rope.

MATERIALS FOR MECHANICAL PROTECTION

For lesser depths requiring mechanical protection as per specifications and in built up areas, in towns and cities falling within the municipal limits, suitable mechanical protection is provided to

PLB pipes/coils using RCC full/half round pipes or GI pipes or concreting of size 25 cms x 25 cms reinforced with MS weld mesh or a combination of any of these as per the instructions of the SDE-in-charge of the work as per instructions of the Engineer-in-Charge.

G.I. PIPES: Whenever protection by G.I. pipe is provided, it is preferable to use PLB coils. As space on parapet wall on Bridges/culverts is limited, 40mm GI pipes may be used with 32 mm PLB coil drawn inside.

M.S. Weld Mesh: The PLB pipes can also be protected by embedding it in concrete of size of 25 cms x 25 cms reinforced with MS weld mesh.

The strength of RCC/CC is dependent on proper curing, therefore, it is imperative that water content of CC/RCC mix does not drain out into the surrounding soil. In order to ensure this, the RCC/CC work should be carried out by covering all the sides by yellow PVC sheets of weight of not less than 1 kg per 8 sq. m. to avoid seepage of water into the soil.

RUBBER BUSH : To prevent entry of rodents into PLB pipes, the ends of PLB pipes are sealed at every manhole and joint using rodent resistant hard rubber bush (cap), so that it should be able to prevent the entry of insects, rodents, mud, and rainwater into the PLB pipe/Coil.

ROUTE INDICATOR: The route indicators are co-located with each manhole. In addition, route indicators are also to be placed where route changes direction like road crossings etc. The route indicators made of pre-cast RCC should have the following dimensions: Base(250 mm x 150 mm); Top(200 mm x 75 mm); Height(1250 mm). The word 'BSNL OFC' should be engraved on the route indicators. **(See figure 'A' for details)**. The route indicators are painted yellow and the same are placed at 2 ft. away from the center of the trench towards jungle side. The engraved word 'BSNL OFC' should be painted in white, on route indicators. Numbering of route indicators should be done in white paint. The numbering scheme for route indicators will be Joint No./Route Indicator No. for that joint. For example, 2/6 marking on a route indicator means 6th route indicator after 2nd joint. Enamel paints of reputed brand should be used for painting and sign writing of route as well joint indicators.

JOINT CHAMBER

The joint chamber is provided at every joint normally at a distance of 2 Kms to keep the O.F.C. joint well protected and also to keep extra length of cable which may be required in the event of faults at a later date. The joint chambers are made at site using bricks and mortar or are of pre-cast RCC type.

Construction/ Supply and fixing of Pre-fabricated RCC Closure as Joint Chamber:

(a) Construction of joint chamber with brick soiling base of inner size of 1.0M x 1.0M X 1.0M made of full brick thick wall with RCC cover (1:2:4 ratio) slab of size 1.5M X 1.5M X 0.15M using 10 mm dia TMT bar 150 mm centre to centre both ways. All five internal surfaces should be plastered (1:3 ratio). Scope includes required excavation, backfilling with clean sand and all above operations including supply of materials.

(b) Supply and fixing of pre-cast RCC joint chamber with size 1 M inner dia x 0.6M depth and ring thickness of 40mm made of standard 1:2:4 concrete mix. It should have split RCC cover (with two halves) of thickness 40mm made of cement concrete mix of 1:2:4. Base should be circular RCC plate 40mm thick made of cement concrete mix of 1:2:4. Scope includes required excavation, backfilling with clean sand and all above operations including supply of materials.

4 stone aggregate mm nominal size reinforced with MS fabric 75 x 75 mm mesh of weight not less than 7.75 Kg per sq. meter having galvanized iron handles for each half to facilitate easy lifting, to be used as joint chamber. The word '**OFC**' should be engraved on each half of the cover. The joint chamber should be so designed that PLB pipe/PLB Blowing Type/Pre-installed rope ends remain protruding minimum 5 cms inside the chamber. The PLB pipes should be embedded within the chamber in such a way that PLB pipe remains free from the weight of the

construction. The joint chamber should be plastered on all internal surfaces and top edges with cement mortar of 1:3 (1: cement, 3: coarse sand) with a floating coat of complete cement as per standard. The joint chamber is to be filled with clean sand before closing.

CABLE PULLING AND JOINTING/SPLICING:

CABLE PULLING:

Manholes marked during PLB pipe Type/Pre-installed ropes laying of approx. size of 3m length x 1.0m width x 1.65m depth shall be excavated for pulling the cables. There may be situations where additional manholes are required to be excavated for some reasons, to facilitate smooth pulling of cable. Excavation of additional manholes will be carried out, without any extra cost. Dewatering of the manholes, if required, will be carried out without any extra cost. Dewatering/ De-gasification of the ducts, if required, will be carried out without any extra cost. The existing 6mm PP rope shall be replaced by with PP rope of 8mm dia between the two consecutive manholes. This is to ensure that the PLB pipes Type/Pre-installed ropes are cleaned for pulling the cable without exerting undue tension on the OF cable. While cleaning, excessive pressure should not be put as this may result in breaking of P.P. rope and thus requiring opening of additional manholes. However, in case the cleaning rope gets stuck up during pulling, the location of clogging of PLB Pipe Type/Pre-installed ropes should be measured and located accurately. The trench at that location should be opened and the PLB Pipe Type/Pre-installed ropes should be cleaned properly or if not possible, it should be changed by a clean new PLB Pipe Type/Pre-installed ropes to facilitate easy cable pulling at a later stage without any breakage. If clogging of PLB Pipe Type/Preinstalled ropes is in the location where the pipes are protected either by RCC Pipe Type/Pre-installed ropes or by concreting and the protection is broken for cleaning/changing the PLB Pipe, the protection thus removed should be brought back to normal by the contractor without any extra cost. However, PLB Pipes Type/Pre-installed ropes, RCC Pipes required for this purpose will be supplied by the BSNL.

CABLE BLOWING:

- The tenderer should blow/de blow the cable in the PLB duct by air jet blowing as per Specification. Within 7 days of notice, the contractor shall commence Blowing /de blowing and complete the work at an average speed of 4 KM per day. There shall not be any damage to the OF cable blown/de blown. Cable blowing shall be done using blowing machine which can be kept inside the manhole, as it will avoid formation of loop outside. Compressor of suitable capacity shall be used.
- Blowing has to be done for the route length, end to end. This implies work may have to be done beyond the section awarded to the contractor, and he is bound to do it. The works involved in blowing are listed below.
- Transportation of all materials issued by BSNL from stores including cable drums, joint rings and handling of the same (including loading, unloading, handling and local distribution).
- Digging of manhole and reinstatement after blowing of cable.
- The opening of End plug, de-rope of rope in PLB pipes.
- Duct integrity test as per specifications.
- If any coupler is not connected properly, they should be connected at the coupling points. If required the coupling points are to be dug open for this purpose and the existing duct cut, aligned and coupled properly. Extra piece of pipe if required has to be coupled.
- Blowing of cable and fixing cable seal plug.
- Keeping 30mtr coil in every joint chamber.
- Digging of joint chambers, placing RCC chambers supplied by BSNL, and filling with river sand.
- Closing the manhole/joint cover and ensuring that the cover sits properly.

If there is time gap after laying of pipes and blowing, the contractor should carry out Duct Integrity test of the pipe to the specified pressure and ensure that there is no block or leak, as per specifications. If there are blocks the same shall be rectified. A check list may be submitted to the site Engineer of the section after every pipe is tested, indicating the block etc. and the action taken to rectify the duct. No separate rates are payable for duct integrity test or rectification of ducts.

Cable should be blown for the entire section in the pre-assigned pipe & colour. No crossing should take place in manholes between different coloured pipes, if multiple pipes are available. Ensure no mud, water or debris goes inside the pipe during the work. Any obstructions found in the pipeline after cable blowing, shall be removed at the expense of the Contractor.

Depending upon the length of the cable and the addl. length required at manholes, chain measurement should be taken from the starting end of the section, and the drums should be properly located.

The drums are of approx. 2 Km to 4 Km and may sometimes be smaller. It may be preferable to blow the OF cable by placing the drum at the manhole point nearest to midpoint of the coil size and blow in both directions. The standard practice is to keep the clock-wise end of the cable to A side of the route and the anticlockwise end to 'B' side. Also, it is the convention to have the clock-wise end on top and anticlockwise at the bottom of the drum. With that in view, the OF Cable is mounted on the jack and wheel and positioned at the manhole point. It is important to keep the drum shaft (axle) in horizontal position by adjusting the jacks. After it is set in position, the cable should be inserted into the blowing machine.

Proper communication is to be established between the lead-in and take out manholes. This can be done by suitable Trans Receivers (Walkie Talkies) or Magneto telephones with drop wire. This has to be arranged by the contractor and communication with each point should be kept throughout the blowing. OF cable at RCC chambers should be lead along the walls & suitable MS clamps should be provided (4 on each side). Additional protection of cable if required shall be provided at manholes.

2. EXCAVATION OF TRENCHES

i) Trenching

Location and Alignment of the Trench: In city areas, the trench will normally follow the foot-path of the road except where it may have to come to the edge of the carriage way when cutting across road with specific permissions from the concerned authorities maintaining the road (such permissions shall be obtained by the department). Outside the city limits the trench will normally follow the boundary of the roadside land. However, where the road side land is full of burrow pits or afore station or when the cable has to cross culverts/bridges or streams, the trench may come closer to the road edge or in some cases, over the embankment or shoulder of the Road (Permissions for such deviations for cutting the embankment as well as shoulder of the road shall be obtained by the contractor on behalf of BSNL).

The alignment of the trench will be decided by a responsible departmental official, not below the rank of a Junior Telecom Officer. Once the alignment is marked, no deviation from the alignment is permissible except with the approval of Engineer-in-charge. While marking the alignment only the center line will be marked and the Contractor shall set out all other work to ensure that, the excavated trench is as straight as possible. The Contractor shall provide all necessary assistance and labour, at his own cost for marking the alignment. Contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate marking the center line without any extra charges. It is to be ensured that minimum amount of bushes and

shrubs shall be removed to clear the way and the contractor shall give all consideration to the preservation of the trees.

ii) Line-Up: The line-up of the trench must be such that PLB pipe(s) shall be laid in a straight line except at locations where it has to necessarily take a bend because of change in the alignment or gradient of the trench, subject to the restrictions mentioned elsewhere.

iii) Method of Excavation: In city limits as well as in built up areas, the contractor shall resort to use of manual labour only to ensure no damage is caused to any underground or surface installations belonging to other public utility services and/or private parties. However, along the Highways and cross country, there shall be no objection to the Contractor resorting to mechanical means of excavation, provided that no underground installations exist in the path of excavation, if any, are damaged.

There shall be no objection to resort to horizontal boring to bore a hole of required size and to push through G.I. Pipe (65mm/40mm dia) through horizontal bore at road crossing or rail crossing or small hillocks etc.

All excavation operations shall include excavation and 'getting out'. 'Getting out' shall include throwing the excavated materials at a distance of at least one meter or half the depth of excavation, whichever is more, clear off the edge of excavation. In all other cases 'getting out' shall include depositing the excavated materials as specified.

In Rocky strata excavation shall be carried out by use of electro mechanical means like breakers or by blasting wherever permissible with express permission from the competent authority. If blasting operations are prohibited or not practicable, excavation in hard rock shall be done by authorize.

Trenching shall as far as possible be kept ahead of the laying of pipes. Contractor shall exercise due care that the soil from trenching intended to be loose for back filling is not mixed with loose debris. While trenching, the Contractor should not cause damage to any underground installations belonging to other agencies and any damage caused should be made good at his own cost and expense.

The contractor to prevent any accident to pedestrians or vehicles shall provide necessary barricades, night lamps, warning boards and required watchman. While carrying out the blasting operations, the contractor shall ensure adequate safety by cautioning the vehicular and other traffic. The contractor shall employ sufficient man-power for this with caution boards, flags, sign writings etc.

The contractor should provide sufficient width at the trench at all such places, where it is likely to cave in due to soil conditions without any extra payment. A free clearance of minimum 15 cm should be maintained above or below any existing underground installations. No extra payment will be made towards this.

In order to prevent damage to PLB pipes over a period of time, due to the growth of trees, roots, bushes, etc. the contractor shall cut them when encountered in the path of alignment of trench without any additional charges.

In large burrow pits, excavation may be required to be carried out for more than 165 cms in depth to keep gradient of bed less than 15 degrees with horizontal. If not possible as stated above, alignment of trench shall be changed to avoid burrow pit completely.

iv) Depth and Size of the Trench: For normal & hard soil for all areas including ordinary & hard rock for all areas minimum depth shall be 165 cms shall be for penalty. For ordinary & hard rock minimum depth shall be 135 cms shall be followed for penalty. For Hilly terrain, minimum depth shall be 90 cms shall be followed for penalty. However, Engineer-in-charge in exceptional cases due to adverse site conditions encountered, may allow to lay PLB Pipes at a lesser depth with additional protection. In all cases, the slope of the trench shall not be less than 15 degrees with

the horizontal surface. The width of the trench shall normally be 45 cms. at the top and 30 cms. at the bottom. In case, additional pipes (PLB/GI/RCC Pipes) are to be laid in some stretches, the same shall be accommodated in this normal size trench.

When trenches are excavated in slopes, uneven ground, inclined portion, and the lower edge shall be treated, as top surface of land and depth of trench will be measured accordingly. In certain locations, such as uneven ground, hilly areas and all other places, due to any reason whatsoever it can be ordered to excavate beyond standard depth of 165 cms to keep the bed of the trench as smooth as possible. Near the culverts, both ends of the culverts shall be excavated more than 165 cms. to keep the gradient less than 15 degree with horizontal. In case where depth beyond specified depth is necessary it shall be clearly indicated in the technical specification of bid documents and of each work order. No extra payment shall be made for such extra depth.

If excavation is not possible to the minimum depth of 165 cms., as detailed above, full facts shall be brought to the notice of the Engineer-in-charge in writing giving details of location and reason for not being able to excavate that particular portion to the minimum depth. The competent authority shall grant approval in writing under genuine circumstances. The decision of the competent authority shall be final and binding on the contractor.

v) Dewatering: The Contractor shall be responsible for all necessary arrangements to remove or pump out water from trench. The Contractor should survey the soil conditions encountered in the section and make his own assessment about dewatering arrangements that may be necessary. No extra payment shall be admissible for this.

vi) Wetting: Wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done by the contractor. No extra payment shall be admissible for this.

vii) Blasting: For **excavation in hard rock**, where blasting operations are considered necessary, the contractor shall obtain approval of the Engineer-in-Charge in writing for resorting to blasting operations.

The contractor shall obtain license from the competent authority for undertaking blasting work as well as for obtaining and storing the explosive as per the Explosive Act, 1884 as amended up to date and the explosive Rules, 1983. The contractor shall purchase the explosives fuses, detonators, etc. only from a licensed dealer. Transportation and storage of explosive at site shall conform to the aforesaid Explosive Act and Explosive Rules. The contractor shall be responsible for the safe custody and proper accounting of the explosive materials. Fuses and detonators shall be stored separately and away from the explosives. The Engineer-in-Charge or his authorized representative shall have the right to check the contractor's store and account of explosives. The contractor shall provide necessary facilities for this.

The contractor shall be responsible for any damage arising out of accident to workmen, public or property due to storage, transportation and use of explosive during blasting operation.

Blasting operations shall be carried out under the supervision of a responsible authorized agent of the contractor (referred subsequently as agent only), during specified hours as approved in writing by the Engineer-in-Charge. The agent shall be conversant with the rules of blasting.

All procedures and safety precautions for the use of explosives drilling and loading of explosives before and after shot firing and disposal of explosives shall be taken by the contractor as detailed in **IS:4081** safety code for blasting and related drilling operation.

viii) Trenching Near Culverts/Bridges: The PLB pipes shall be laid in the bed of culvert at the depth not less than 165 cms protected by G.I. pipes/ DWC/ RCC and concreting as decided by Engineer-in-Charge.

Both ends of culverts shall be excavated more than 165 cms in depth to keep the gradient of not less than 15 degree with horizontal. The bed of trench should be as smooth as possible.

While carrying out the work on bridges and culverts, adequate arrangement for cautioning the traffic by way of caution boards during day time and danger lights at night shall be provided.

In case of small bridges and culverts, where there is a likelihood of their subsequent expansion and authorized, the cable should be laid with some curve on both sides of the culvert or the bridge to make some extra length available for re-adjustment of the cable at the time of reconstruction of culvert or the bridge.

3. LAYING OF H.D.P.E. PIPES / COILS:

After the trench is excavated to the specified depth, the bottom of the trench has to be cleared of all stones or pieces of rock and leveled up properly. A layer of soft soil/or sand (in case the excavated material contains sharp pieces of rock/stones) of not less than 5 cms is required for leveling the trench to ensure that the cable when laid will follow a straight alignment. Adequate care shall be exercised while laying so that the OF cables are not put to undue tension/pressure after being laid as this may adversely affect the optical characteristics of cables with passage of time.

The contractor shall ensure that trenching and pipe laying activities are continuous, without leaving patches or portions incomplete in between. In case intermediate patches are left, measurement of the completed portions will be taken only after work in such left over patches are also completed in all respects.

Preparatory to aligning the pipe for jointing, each length of the PLB pipe shall be thoroughly cleaned to remove all sand, dust or any other debris that may clog, disturb or damage the optical fibre cable when it is pulled at a later stage. The ends of each pipe and inside of each PLB socket shall be thoroughly cleaned of any dirt or other foreign materials.

After the trench is cleaned the PLB Pipes/Coil shall be laid in the cleaned trench, jointed with "O" ring type PLB Sockets & 6 mm PP rope should be drawn through the PLB Pipes at the time of laying the pipes to facilitate cable pulling at a later stage. At every manhole approximately at every 200m or at bends or turns the pp rope will be tied to the PLB end caps used for sealing the PLB pipes, to avoid entry of rodents/mud etc.

At the end of each day work, the open ends of the pipes sections shall be tightly closed with end caps to prevent the entry of dirt/mud, water or any foreign matter into PLB pipes until the work is resumed.

In City, Town, Urban area falling within Municipal/Corporation limits, the PLB Pipes shall be laid with protection using RCC/G.I. Pipes/Concreting reinforced with weld mesh. Moreover, in cross country routes, if depth is less than 1.2 metres, protection by using RCC/G.I. Pipe/Concreting reinforced with weld mesh shall be provided. Engineer-in-charge shall decide about such stretches and type of protection to be provided in view of the site requirements. Normally 100mm RCC Pipes shall be used for protecting PLB Pipe but if more than one PLB Pipe is to be laid and protected, RCC Pipe of suitable size to accommodate the required number of PLB Pipes shall be used.

The PLB Pipes shall be laid in RCC Full Round spun Pipes/DWC/GI pipes as required at road crossings. The RCC pipes/GI pipes shall extend at least 3 metres on either side of the road at road crossings. At road crossings, extra GI/PLB Pipes may be laid as per the direction of the Engineer-in-charge. On Rail bridges and crossings, the PLB Pipes shall be encased in suitable cast iron as prescribed by the Railway Authorities.

Whenever RCC pipes are used for protection, the gaps between the RCC collars and the RCC pipes shall be sealed using cement mortar 1:3 (1:53 grade cement of reputed brand, 3: fine sand without impurities) to bar entry of rodents. Every third collar of RCC pipes (Normally of 2

metres length) and also both ends of RCC Pipes will be embedded in a concrete block of size 40 cms. (L) x 40 cms (W) x 25 cms (H) of 1:2:4 cement concrete mix (1:53 grade cement of reputed brand, 2: coarse sand, 3: stone aggregate of nominal size of 20mm) so that the alignment of RCC pipes remain firm and intact and to avoid entry of rodents.

Wherever GI Pipes are used, special care should be taken to ensure that G.I. Pipes are coupled properly with the sockets so as to avoid damage to PLB Pipe and eventually the OF Cable in the event of pressure coming on the joint and G.I. Pipe joint giving its way. Rubber bushes shall be used at either ends of the GI pipes to protect PLB Pipe. Both the ends of G.I Pipe will be embedded in a concrete block of size 40 cms (L) x 40 cms (W) x 25 cms (H) of 1:2:4 cement concrete mix (1:53) grade cement of reputed brand, 2: coarse sand, 3: stone aggregate of nominal size of 20mm) so that the alignment of G.I. Pipes remain firm and intact and to avoid entry of rodents.

In case of protection by concreting at site, the nominal dimension of concreting shall be 250mm x 250mm section. Cement Concrete Mixture used shall be of 1:2:4 composition i.e. 1 : 53 grade Cement of a reputed company, 2 : Coarse Sand, 4 : Graded Coarse Stone aggregate of 20mm nominal size, reinforced with MS weld mesh. As the RCC is cast at site, it is imperative to ensure that special care is taken to see that proper curing arrangements are made with adequate supply of water. The contractor shall invariably use mechanical mixer at site for providing RCC protection to ensure consistency of the mix.

For carrying out concreting work in trenches, yellow PVC sheets of width not less than 1.0M and of weight not less than 1 kg. per 8 sq. metres shall be spread and nailed on sides of the trench to form trapezoidal section for concreting in the cleaned trench, to avoid seepage of water into the soil. A bed of cement concrete mixture of appropriate width and 75 mm thickness shall be laid on the PVC sheet, before laying PLB pipes. The PLB pipes shall then be laid above this bed of concrete. After laying the PLB pipes, MS weld mesh should be wrapped around and tied and concrete mix is to be poured to form the cross sectional dimensions as instructed by the Engineer-in-charge. The strength of RCC is dependent on proper curing, therefore, it is imperative that water content of RCC mix does not drain out into the surrounding soil. Portions where cement concreting have been carried out shall be cured with sufficient amount of water for reasonable time to harden the surface.

After curing, refilling of the balance depth of the trench has to be carried out with excavated soil.

The PLB pipes/RCC/GI pipes shall be laid only in trenches accepted by Engineer-in-charge or his representative. The Contractor shall exercise due care to ensure that the PLB pipes are not subjected to any damage strain.

Water present in the trench at the time of laying the PLB Pipes shall be pumped out by the contractor before laying the pipes in the trench to ensure that no mud or water gets into the pipes, thus choking it.

In case of nallahs, which are dry for nine months in a year, the PLB Pipes shall be laid inside the RCC Pipes/ or GI Pipes and concrete laid at a minimum depth of 165 cms., as instructed by the Engineer-in-charge. The mechanical protection shall extend at least 5 metres beyond the bed of nallah on either side.

Notwithstanding anything contained in clauses referred above, the Engineer-in-charge may order, based on special site requirements, that the PLB Pipes may be encased in reinforced cement concrete, as detailed, *ibid*.

While laying the pipes, a gap of 2M is kept at convenient locations approx. 200m apart and at the bends and turns, which will be used as manholes during OF cable pulling. Ends of the PLB pipes at the manholes shall be sealed using PLB end caps after tying the PP rope to the end caps to avoid choking of the pipes. In a similar manner, manholes shall be kept while

approaching bridges, road crossings etc., as instructed by the Engineer-in-charge. The location of the manholes will be decided by the Engineer-in-charge.

4. LAYING PROTECTION PIPES ON BRIDGES AND CULVERTS:

In case trenching and pipe laying is not possible in the beds of the culverts, the pipes shall be laid over the culverts/bridges after getting due permission from the competent authority. Of late the bridge construction authorities are providing ducts below the footpaths on the bridges for various services. The telecom officers need to maintain good liaison with the concerned authority to get one side of the duct allotted for Telecom Cables. In such ducts, G.I. Pipes can be coupled and laid for pulling the cables. It would be pertinent to mention here that close liaison with bridge construction authorities would be of immense advantage in ensuring provision of ducts on one or both the sides of the bridges as per future requirements. However, for laying cables on existing bridges, where duct arrangement does not exist, one of the following methods may be adopted.

Normally in the Bridges/Culverts, where there are no ducts and where the cushion on the top of the Arch is 50 cm to 100 cm or more, G.I. Pipe (Carrying PLB pipe and cable) may be buried on the top of the Arch adjourning the parapet wall, by digging close to the wheel guards. Every precaution shall be taken to see that no damage occurs to the arch of the culvert. After burying the GI pipe, the excavated surface on the arch shall be restored. Where the thickness of the Arch is less than 50 cms, the pipe must be buried under the wheel guard masonry and the wheel guard rebuilt.

If neither of the two methods is possible, the G.I. Pipes/GI Troughs/DWC Pipes must be clamped outside the parapet wall with the clamps. If necessary, the pipe may be taken through the parapet wall at the ends where the wall diverges away from the road.

In case where the methods explained in clauses referred above are not possible, the G.I. Pipes/GI Troughs/DWC Pipes can be fixed on the top of the road curb close to the inside face of the parapet wall by means of clamps, using raw plugs and wood screws or small diameter bolts, without damaging the concrete and limiting the external diameter of the bolts to 7.5 mm. The permission for carrying out this work will be obtained from the Road Authorities by the contractor. Methods cited in above clauses should be carried out under close supervision of Road authorities.

The surface to be concreted should be thoroughly cleaned and leveled before concreting. At both ends of the Bridges/Culverts, where the GI Pipes/GI Troughs slope down and get buried, the concreting should be extended to ensure that no portion of the GI Pipes/GI Troughs is exposed as ordered by the Engineer-in-charge to protect the Pipe/Trough from any possible damage externally caused. Where white wash/colour wash is existing on the Bridges/Culverts, the same should also be carried out on the concreted portion to ensure uniformity.

5. BACK FILLING AND DRESSING OF THE TRENCH:

The earth used for filling shall be free from all roots, grass, shrubs, vegetation, trees, saplings and rubbish. Provided that the PLB Pipes have been properly laid in the trench at the specified depth, the back-filling operation shall follow as closely as practicable. The back-filling operation shall be performed in such a manner so as to provide firm support under and above the pipes and to avoid bend or deformation of the PLB pipes when the PLB pipes get loaded with the back filled earth.

At locations where the back filled materials contains stones/sharp objects which may cause injury to the PLB pipes and where the excavated or rock fragments are intended to refill the trench in whole or in part, the trench should be initially filled, with a layer of ordinary soil or de-rocked loose earth of not less than 10 cms above the pipes.

Back filling on public, private roads, railway crossings, footpaths in city areas shall be performed immediately after laying the PLB pipes. Back filling at such locations shall be thoroughly rammed, so as to ensure original condition and made safe for traffic. All excess soil/material left out on road/footpath/railway crossing shall be removed by contractor. However, along the

highways and cross-country, the dug-up material left out should be kept as heap above the trench while refilling.

In city limits, no part of the trench should be kept open for more than 50 metres length at any time and in all places where excavation has been done, no part of the trench should be kept open over night to prevent any mishap or accident in darkness.

6 MICRO TUNNELING

6.1 GENERAL WORK DESCRIPTION

Laying of PLB pipe of different types and sizes in general, including some or all of the following activities:-

Horizontal boring and laying the PLB pipe through it:

Horizontal boring and PLB pipe laying through it along road and under railway/ road/ canal/ streams crossing in all type of soil at suitable depth including all civil works. Supply of all tested tools and tackles other required equipment and consumables, labour etc. and making all such necessary arrangements are under vendor's scope. Total job has to be completed within time schedule mentioned in work order. The work is specified under two major heads.

- a) Laying along the road.
- b) Road/ Rail/ canal crossing (road crossing means crossing a road of minimum width of 8 mtr.)

Under each head there will be again three different sizes of boring:

- a) Boring of single pipe.
- b) Boring from two pipes to four pipes.
- c) Boring more than four pipes.

The PLB pipe will be pulled through the horizontal bore with insertion of nylon rope provided by the department. Balloon (25mm. dia and 45mm length) test both ways is to be carried out by the bidder including the rope insertion if necessary for each pipe line. Duct integration test is to be carried out for each pipe in case of without rope pipes.

6.2 SPECIFICATION FOR PLB PIPE LAYING BY MICRO TUNNELING

1. In this system of cable laying following job specification should be maintained:

- (i) Guided boring / drilling technology is to be used. Mechanical mores are not permitted
 - a. Radio or any other detection system should be used for avoiding damage to existing underground utilities i.e. electric supply, water pipe lines, telecom copper cables and optical fiber cables, gas pipe lines, sewerage etc.
 - b. The depth of boring should be such as to clear any underground utilities/obstacles. However in no case the depth of boring be less than 2m from the road surface.
 - c. In horizontal and vertical boring the system should be capable of going up to 10 mts below the ground level.
 - d. In a shift of 8 hrs at least 500(Five hundred) meter of drilling should be achieved.
 - e. As far as possible cable should be laid in drum lengths and cutting of cable should be avoided while laying along road.

2. Ground penetrating Radar survey and damage to Telephone cable and other underground utility services:

- (i) The contractor should collect all available information regarding underground services and take necessary care to protect them. He should also have sufficient arrangements to identify and protect such underground services.
- (ii) The contractor shall carry out ground penetrating Radar survey along the proposed cable route at his own cost to identify the underground services and for setting out the rules as directed by executive officer. The executive officer shall provide the route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling. However, for safe drilling the contractor should make requisite inspection and test pits whenever necessary.

3. LIFTING OF PLB PIPE:

- 3.1 The PLB pipe will be handed over to the contractor at stores. The contractor is to lift the store from the store depot to the work site.
- 3.2 Guarding at work site is to be done by the contractor.
- 3.3 At the time of laying, jack and wheel should be used so that the pipe is not damaged.
- 3.4 The contractor is to make arrangement of water and power at the site of work
- 3.5 Permission for laying is to be taken by contractor from appropriate civic & road authorities.
- 3.6 Digging of test pit and restoration of pits are to be done by the contractor.

4. Fixing of Route Indicators/Joint Indicators: Pits shall be dug 1 M. towards jungle side at every manhole for fixing of Route Indicator. In addition, Route Indicators are also required to be placed where O.F Cable changes directions like road crossing etc. The pits for fixing the indicator shall be dug for a size of 60 cms. X 60 cms. and 75 cms. (Depth). The indicator shall be secured in upright position by ramming with stone and murrum up-to a depth of 60 cms. And concreting in the ratio of 1:2:4(1: cement, 2: coarse sand, 4: stone aggregate 20 mm nominal size) for the remaining portion of 15 cms. Necessary curing shall be carried out for the concreted structure with sufficient amount of water for reasonable time to harden the structure. The route indicator shall be painted with primer before painting with oil paint. The material used should bear ISI mark. The size of each written letter should be at least 3.5 cms. The colours of painting is yellow for Route Indicator and colour of sign writing white for Letters. The numbering scheme for route indicators will be Joint No./Route Indicators No. for that joint. For example 2/6 indicator means 6th route indicator after 2nd joint.

7. DOCUMENTATION:

The documentation, consisting of the following shall be prepared exchange to exchange for intra SSA OFC links and for each section in case of Inter SSA/National Long Distance routes.

i) Route Index Diagrams – General :

This diagram shall consist of pipe Route Details on Geographical Map drawn to scale with prominent land marks and alignment of pipe with reference to road. This shall be prepared on A-3 sheets of 80 GSM.

ii) Route Index Diagrams – Profile :

These diagrams shall contain: Make and size of the pipe, Offset of pipe from center of the road at every 10 meters, Depth profile of pipe at every 10 meters; Details of protection with type of protection depicted on it, Location of culvert and bridges with their lengths and scheme of laying of PLB Pipe/coil thereon, Important landmarks to facilitate locating the pipe in future and Location of pulling manholes.

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

All the diagrams (i) & (ii) shall bear the signatures of the contractor, the SDE-Site-in-charge as a proof of accuracy of the details. The diagrams shall be bound in A-4 size book with cover. The cover sheets shall be of 110 GSM and laminated. The front cover shall have the details: Name of the SSA/Project Organization, Name of the OFC Link, Name of the Contractor, Date of commencement of work & Date of completion of work

For each route/section, 6 sets of above mentioned document shall be submitted.

8. SAFETY PRECAUTION:

i) Safety Precautions when excavating or working in excavations close to electric cables.

The Engineer-in-charge of the work should get full information from Electricity undertaking regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be preceded with close consultation with them.

Only wooden handled hand tools should be used until the electric cables have been completely exposed. A cover slab of concrete, brick or stone from above should usually be used to protect power Cables, not laid in conduits. They may or may not be protected on the sides. It is safer, therefore, always to drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working nearby so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be contacted to do the needful. If an electric cable is damaged even slightly, it should be reported to the Electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

ii) Electric shock-Action and treatment:

Free the victim from the contact as quickly as possible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands as his body may be energized while in contact. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every moment of delay is serious, so, in the meanwhile, a doctor should be called for.

Safety precautions while working in Public Street and along railway lines where a road or footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. Excavation work should be done in such a manner that it will not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable bridges over open trenches should be so planned that these are required for the minimum possible time. Where bridges are constructed to accommodate vehicular traffic and is done near or on railway property, it should be with the full consent and knowledge of the competent railway authorities.

iii) Danger from falling material:

Care should be taken to see that apparatus, tools or other excavating implements or excavated materials are not left in a dangerous or insecure position so as to fall or be knocked into the trench thereby injuring any workman who may be working inside the trench.

iv) Care when working in Excavations:

Jumping into a trench is dangerous. If it is deep, workmen should be encouraged to lower themselves. Workers should work at safe distance so as to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire or sharp objects they should be removed carefully. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position that it is likely to cause any accident or obstruction to a roadway or waterway. If possible the excavated material should be put between the workmen and the traffic without encroaching too much on the road.

v) Danger of cave in:

When working in deep trenches in loose soil, timbering up/shoring the sides will prevent soil subsidence. The excavated material should be kept at sufficient distance from the edge of the trench or pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunneled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

vi) Protection of Excavations:

Excavations in populated areas, which are not likely to be filled up on the same day should be protected by barriers or other effective means of preventing accidents and the location of all such openings must in any event be indicated by red flags or other suitable warning signs. During the hours from dusk to dawn, adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risk and responsibility is involved. Notwithstanding adoption of the above-mentioned precautions, works involving excavations should be so arranged as to keep the extent of opened ground and the time to open it to a minimum

vii) Precautions while working on roads:

The period between half an hour after sun-set and half an hour before sunrise, and any period of fog or abnormal darkness may also be considered at night for the purpose of these instructions, for the purpose of providing the warning signs. Excavation liable to cause danger to vehicles or the public must at all times be protected with fencing of rope tied to strong uprights or bamboo poles at a suitable height or by some other effective means. Any such temporary erection which is likely to cause obstructions and which is not readily visible should be marked by posts carrying red flags or boards with a red back-ground by day and by continuously lighted lamps at night.

The flags and the lamps should be placed in conspicuous positions so as to indicate the pedestrians and drivers of vehicles the full expanse i.e. both width and length of the obstruction. The distance between lamps or between flags should not generally exceed 1.25m along the width and 6m along length of the obstruction in non-congested area, but 4 meters' along the length in congested areas. If the excavation is extensive, sufficient notice to give adequate warning of the danger should be displayed conspicuously not less than 1.25m above the ground and close to the excavation. Where any excavation is not clearly visible for a distance of 25m to traffic approaching from any direction or any part of the carriage way of the road in which the excavation exists, a warning notice should be placed on the side or edge of all such roads from which the excavation or as near the distance as is practicable but not less than 10m from the junction of an entering or intersecting road in which the excavation exists. All warnings, in these should have a red background and should be clearly visible and legible. All warning lamps should exhibit a red light, but white lights may be used in addition to facilitate working at night. Wherever required a passage for pedestrians with footbridge should be provided. At excavations, cable drums, tools and all materials likely to offer obstructions should be properly folded, round

and protected. This applied to jointer's tents as well. Leads, hoses etc. stretched and across the carriageway should be guarded adequately for their own protection and also that of the public.

viii) Traffic Control :

The police authorities are normally responsible for the control of traffic and may require the setting up of traffic controls to reduce the inconvenience occasioned by establishment of a single line of traffic due to restriction in road width or any other form of obstruction caused by the work. As far as possible, such arrangements should be settled in advance. If there are any specific regulations imposed by the local authorities, these should be followed.

ix) Work along Railway Lines:

Normally all works at Railway crossing is to be done under supervision of the railway authorities concerned, but it is to be borne in mind that use of white, red or green flags by the Departmental staff is positively forbidden to be used when working along a railway line as this practice may cause an accident through engine drivers mistaking them for railway signals. When working along a double line of railway, the men should be warned to keep a sharp look on both the "UP" and "DOWN" lines to avoid the possibility of any accident when trains pass or happen to cross one another near the work spot.

x) Procedure and Safety precautions for use of explosives during blasting for Trenching:

In areas where the cable trench cannot be done manually on account of boulders and rocks, it is necessary to blast the rocks by using suitable explosives. The quality of explosive to be used depends on the nature of the rocks and the kind of boulders. A few types of explosive fuses and detonators normally used for making trenches for cable works are detailed as: Gun powder, Nitrate, Mixture, Gelatin, Safety Fuse, Electric Detonator, and Ordinary Detonator.

i) Procedure :

A detailed survey of the route is to be done to assess the length of the section where trenching is to be done with the help of blasting. A route diagram of the rocky section may be prepared indicating the length of the route where the explosives are to be used. For the purpose of obtaining license, a longer length of route should be given in the application as in many cases, after digging, rocks appear where blasting was not initially anticipated.

Next a license will have to be obtained for use and storing of explosive in that section. If the area falls under a police commissioner, the authority for granting such license is the police commissioner of the concerned area. When the route does not fall in the jurisdiction of a police commissioner, the authority for issuing license is the District Magistrate.

The concerned authority should be applied in prescribed form with a route map. The concerned authority will make an enquiry and issue a license for using/storing explosives for cable trenching work. Such license will be valid for 15 days only. The license should be got renewed if the blasting operation need to be extended. Once the license is granted, it is the responsibility of the holders of the license for the proper use of explosives, its transportation and storing.

ii) Method of using:

The safest explosive is the gelatin and electric detonator. Gelatin is in the form of a stick. Electric detonator is a type of fuse used for firing the explosive electrically. Holes are made at suitable intervals on rocky terrain or boulders either by air compressor or by manual chipping. The depth of the holes should be 2 to 3 ft. Fill up the holes with small quantity of sand for about 6". First the electric detonator is to be inserted into the gelatin and the gelatin is to be inserted into the holes keeping the + ve and -ve wirings of electric detonators outside the holes. Again refill the holes with sand. These + ve and -ve insulated wires of detonator are then extended and finally connected to an EXPLoder kept at a distance of not less than 100m. Now the explosive is ready for blasting. But, before connecting wires to exploder for blasting, all necessary precautions for stopping the traffic, use of red flags, exchange of caution signals, etc., should be completed and only then Exploder should be connected and operated.

iii) Operation of exploder (IDL schaffler type 350 type exploder):

The type 350 blasting machine consists of a bearing block with blasting machine system and the explosion proof light – alloy injection moulded housing. The exploder is held with the left hand. The twist handle is applied to the drive pin, clapped with the right hand turned in the clock wise direction in continuous measurements at the highest speed from the initial position until it reached to a stop. At this stage an indication lamp will glow. When the indication lamp glows, “press button switch” should be pressed. This will extend the electric current to detonator and gelatin will be detonated. The rock will be blasted out of the trench. Number of holes can be blasted in a single stroke by connecting all such detonators in series connection and finally to the exploder. After blasting, again labourer are engaged on the work to clear the debris. If the result of the first blasting is not satisfactory, it should be repeated again on the same place.

iv) Warning:

There may be two reasons for unsatisfactory results of the blasting:

- a) Misfire of gelatin due to leakage for current from detonator.
- b) Over loading because of overburden

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

9. PRECAUTIONS:

The abstract of Explosives Rules 1983 which are relevant to our work is given below:

Restriction of delivery and dispatch of explosives:

No person shall deliver or dispatch any explosives to anyone other than a person who is the holder of a license to possess the explosives or the agent of holder of such a license duly authorized by him in writing on his behalf or is entitled under these rules to possess the explosives without a license.

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

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

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

10. PROTECTION FROM LIGHTENING DURING STORING: Every magazine shall have attached there to one or more efficient lightening conductors designed and erected in accordance with the specification laid down in Indian Standard Specifications No.2309 as amended from time to time. The connections to various parts of earth resistance of the lightening conductor terminal on the building to the earth shall be tested at least once in every year by a qualified electrical engineer or any other competent person holding a certificate of competency in this behalf from the State Electricity Department. A certificate showing the results of such tests and the date of the last test shall be hung up in conspicuous place in the building.

i) Precautions during thunder-storm:

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

ii) Maintenance of records:

Every person holding a license granted under these rules for possession, sale or use of explosives shall maintain records in the prescribed forms and shall produce such record on demand to an Inspection Officer.

iii) Explosives not be kept in damaged boxes:

The licensee of every magazine or store house shall ensure that, the explosives are always kept in their original outer package. In case, the outer package gets damaged so that the explosives contained therein cannot be stored or transported, such explosives shall be repacked only after the same are examined by controller of explosives.

iv) Storage of explosives in excess of the licensed quantity:

The quantity of any kind of explosives kept in any licensed magazine or store house shall not exceed the quantity entered in the license against such kind of explosives. No explosives in excess of the licensed quantity shall be stored in the magazine or store house unless a permit in this behalf is obtained from the licensing authority by a letter or telegram.

v) Precautions to be observed at Site:

The electric power at the blasting site shall be discontinued as far as practicable before charging the explosives. No work other than that associated with the charging operations shall be carried out within 10 meters of the holes unless otherwise specified to the contrary by the licensing authority.

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

vi) Suitable warning procedure to be maintained:

The licensee or a person appointed by the licensee to be in charge of the use of explosives at the site shall lay down a clear warning procedure consisting of warning signs and suitable signals and all persons employed in the area shall be made fully conversant with such signs and signals.

vii) Precautions to be observed while firing :

The end of the safety fuse if used in place of a detonator should be freshly cut before being lighted. The exploders shall be regularly tested and maintained in a fit condition for use in firing. An exploder shall not be used for firing a circuit above its rated capacity. The electric circuits shall be tested for continuity before firing. All persons other than the shot-firer and his assistant, if any, shall be withdrawn from the site before testing the continuity.

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

In case of blasting with dynamite or any other high explosive, the position of all the bore holes to be drilled shall be marked in circles with white paint. These shall be inspected by the Contractor's agent. Bore holes shall be of a size that the cartridge can easily pass down. After the drilling operation, the agent shall inspect the holes to ensure that drilling has been done only at the marked locations and no extra hole has been drilled. The agent shall then prepare the necessary charge separately for each bore hole. The bore holes shall be thoroughly cleaned before a cartridge is inserted. Only cylindrical wooden tamping rods shall be used for tamping.

Metal rods or rods having pointed ends shall never be used for tamping. One cartridge shall be placed in the bore hole and gently pressed but not rammed down. Other cartridges shall then be added as may be required to make up the necessary charge for the bore hole. The top most cartridge shall be connected to the detonator which shall in turn be connected to the safety fuses of required length. All fuses shall be cut to the length required before being inserted into the holes. Joints in fuses shall be avoided. Where joints are unavoidable, a semi-circular niche shall be cut in one piece inserted into the niche. The two pieces shall then be wrapped together with string. All joints exposed to dampness shall be wrapped with rubber tape.

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

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

The contractor's agent shall very carefully (when the tamping is a damp day) extract the tamping with a wooden scraper and withdraw the primer and detonator.

The holes shall be cleaned for 30 cm of tamping and its direction ascertained by placing a stick in the hole. Another hole shall then be drilled 15 cm away and parallel to it. This hole shall be charged and fired. The misfired holes shall also explode along with the new one. Before leaving the site of work, the agent of one shift shall inform another agent relieving him for the next shift, of any case of misfire and each such location shall be jointly inspected and the action to be taken in the matter shall be explained to the relieving agent.

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

11. GENERAL PRECAUTIONS:

For the safety of persons red flags shall be prominently displayed around the area where blasting operations are to be carried out. All the workers at site, except those who actually ignite the fuse, shall withdraw to a safe distance of at least 200 meters from the blasting site. Audio warning by blowing whistle shall be given before igniting the fuse.

Blasting work shall be done under careful supervision and trained personnel shall be employed. Blasting shall not be done within 200 meters of an existing structure, unless specifically permitted by the Engineer-in-charge in writing.

i) Precautions against misfire:

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

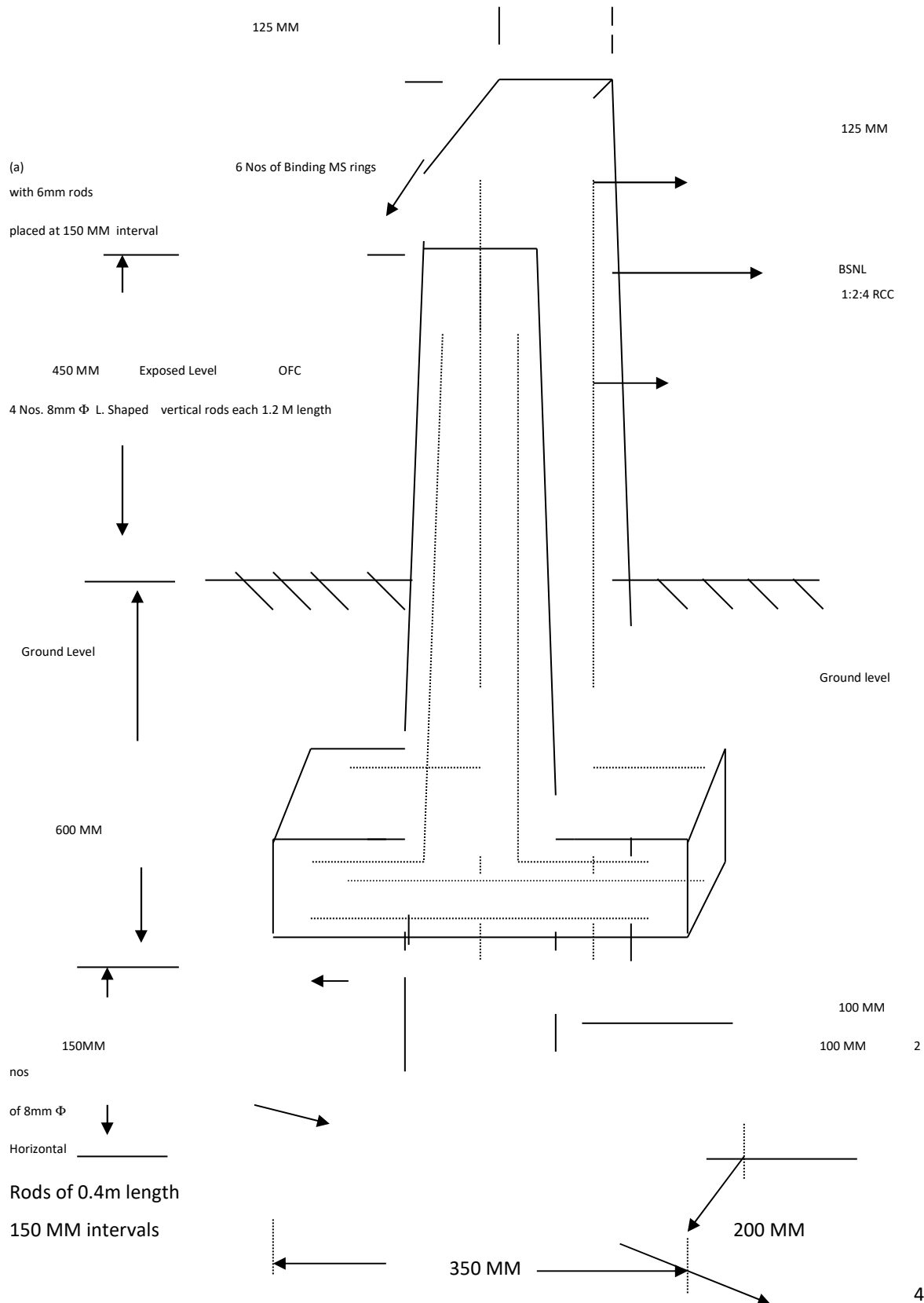
If there is water present or if the borehole is damp, the junction of the fuse and detonator shall be made water tight by means of tough grease or any other suitable material. The detonator shall be inserted into the cartridge so that about one-third of the copper tube is left exposed outside the explosive.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

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

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

R.C.C ROUTE INDICATOR

fig A



SECTION – 5 (Part-D)
RATE OF EMPTY CABLE DRUM

These are the rate of the empty cable drums which have to be deducted from contractor bills as per tender document.

<i>Sl. No.</i>	<i>Particulars of drum</i>	<i>Rate of disposal</i>
1	Optical Fibre cable drum 24F/12F/48F	Rs.400/- per empty cable drum

Note: -These are fixed rates and no variations shall be acceptable from these rates.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/Performance linked Security Deposit/PBG deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Signature of Tenderer

Place:

Name of Tenderer.....
Along with date & Seal

6 (B) –NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

OR

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

<i>Sr No</i>	<i>Name of Relative</i>	<i>Designation</i>	<i>Name of the Unit (Office & section of BSNL) where working</i>

** Strike off whichever is not applicable.*

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

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

With date and seal

NOTE:

To be submitted individually by all Directors/ all partners/ Sole proprietor as the case may be.

6 (C) – **DECLARATION REGARDING NON-BANNED/NON BLACKLIST / DEBARRED**

(on Stamp Paper, Rs. 10/-)
(In case of E-stamp only Article 4 Affidavit must be used)

I/We..... Proprietor / Partner(s)/ Director(s) of M/s
..... hereby declare that the firm/company namely
M/s has not been blacklisted and debarred in the past &
at the time of submission of bid by DOT/BSNL/MTNL/Central Govt. Dept/Central PSUs/State
Govt. Dept./State PSUs from taking part in Government tenders OR by Telecom Service
Provider (TSPs)/ Infrastructure Provider - 1 (IP-1), registered with Department of
Telecommunication (DoT) from taking part in their procurement.

OR

Was blacklisted or debarred by from
taking part in Government tenders/ procurement by TSPs/ IP-1 registered with Department of
Telecommunication (DoT) for a period of years w.e.f.

The period is over on or going to over on

In case the above information is found false. I/We are fully aware that the tender / contract will
be rejected / cancelled by BSNL and EMD / SD shall be forfeited.

In addition to the above BSNL will not be responsible to pay the bills for any completed / partially
completed works.

Place: Signature of bidder

Date: Or Officer authorized to sign the bid document on behalf of the bidder
Name & address of the firm

6 (D) – DECLARATION REGARDING NON BLACKLIST by GST authorities

Declaration regarding non blacklist by GST authorities

I/We..... Proprietor/ Partner(s)/ Director(s) of
M/s..... hereby declare that the firm/company
namely M/s..... is not blacklisted by GST authorities.

Signature of Tenderer

Place

Name of Tenderer

Alongwith Date & Seal

6(E) CLAUSE-BY CLAUSE COMPLIANCE STATEMENT

Sr. No.	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1	All clauses of Tender No. _____ Dated.....	

- The clause by clause compliance statement should be given as per clause No.11.2 of section-IV part A of bid document.
- The bidder should mention '**FULLY COMPLIED**' in column 'C' above; otherwise a statement of deviation may be submitted as per clause No.11.2 of section-IV part A of Bid documents

Signature of Tenderer
Name of Tenderer
Along with Date & Seal

6(F) NO DEVIATION STATEMENT

Sr. No.	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1	All clauses of Tender No. _____ dated.....	

- The No deviation statement should be given as per clause No.11.2 of section-IV part A of bid document.
- The bidder should mention '**NO DEVIATION**' in column 'C' above; otherwise a statement of deviation may be submitted as per clause No.11.2 of section-IV part A of Bid documents

Signature of Tenderer
Name of Tenderer
Along with Date & Seal

6(G) INDEMNITY UNDERTAKING

I/we hereby irrevocably agrees to indemnify BSNL that in case Input Tax Credit is denied to BSNL due to our failure to comply with the relevant laws/ regulations applicable in India or Overseas or due to our blacklisting 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 us.

Signature of Tenderer
Name of Tenderer
Along with Date & Seal

Section 6 (H) - in respect of MANDATE FORM

(Authorization letter for payment of supplier's contractors bills through E-payment Scheme).

PRO-FORMA

1. Name of the Company/Firm
2. Address :
3. Particulars of Bank Account :
• Name of the Bank
• Branch Name
• Type of Account SB Account/Current/Account
• Ledger No./Folio No
• Name of the Account Holder
• Account Number as appearing
On the Cheque Book/Pass Book
• Branch Code
• Address
• Telephone No of the Branch
• Whether SEFT system available Yes/No
• Whether RTGS enabled branch Yes/No
• If RTGS enabled, give IFSC Code
• 9-digit code number of the bank and Branch
As appearing on the MICR Cheque issued by
The Bank

Abbreviation/Acronym used above is as under:

1. SEFT-Special Electronic Funds Transfer
2. RTGS – Real Time Gross settlement
3. MICR – Magnetic Ink Character Recognition.

Undertaking

I/We, hereby, express my willingness to receive payment of the bills through Electronic Fund Transfer Scheme. I/We do authorize Accounts Officer (Claim) O/o CGMT BSNL, UP WEST Circle, MEERUT to arrange to credit the payment of my bills through Electronic Payment System to my account numbers as given above. I am ready to bear any charges levied by any Bank in this regard.

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

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

Date:

Name and Signature
Of the Authorized Signatory with Seal.

Section 6(I)

Declaration about Genuineness of Documents/Certificates

(To be duly filled, signed, stamped, scanned and submitted with other documents as per clause-7 of Section-IV)

I/We..... hereby declare that the information furnished in the bid in response to the Tender/Bid No.

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

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

Date: Name of the tenderer.....

Seal of the tenderer

SECTION 6(J)

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

Date:

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

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No

.....dated.....
.....

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

Local Content claimed:_____ %age

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

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

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

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the Telecom Product / Services/ Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of input which are imported, directly or indirectly.

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

Authorized signatory

6(K)- Declaration w.r.t. Rule144(xi) to GFR2017

Certificate to be submitted by Bidders (On Company's Letter Head)

Reference1: BSNL/GeM Bid No dated

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD
(1)Dated 23.02.2023.

I, in capacity of authorized signatory of M/s.....(Name of the firm/company) having Regd. office at being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfill all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference1 above.

Further, we undertake that we will also abide by all the requirements of cited OM's during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Firm/Company

Seal/Stamp of Firm/Company

Section 6(L)
Self-Performa for Declaration of Udyam Registration Number by MSE Bidder on
eprocure.gov.in

(To be submitted by bidder on company's letter head)

REF : T.E.NO: _____

My / our firm _____ is registered with MSME vide Udyam Registration
Number _____.

Further it is to inform that I/ We have declared Udyam Registration Number on CPPP
(<https://eprocure.gov.in>) to enjoy the benefits as per public procurement policy for MSEs order 2012
with latest amendment. (For Tenders invited electronically through CPPP)

Date:

Signature of Tenderer.....

Place:
Along with date & Seal

Name of Tenderer

SECTION – 7 PROFORMAS

7(A) For the BID SECURITY/ EMD Guarantee (To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/ EMD guarantee.

Whereas M/s

R/o (Hereafter referred to as Bidder)
has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in favour of AGM(MM) O/o CGMT, UP WEST Circle, BSNL, 4th Floor Shashtri Nagar Telephone Exchange TE Building, MEERUT-250004 (Hereafter referred to as BSNL) for participation in the tender of Work of.....vide tender no. Now at the request of the Bidder, We Bank Branch, ... having(Address) and Regd. Office address as.....

(Hereinafter called 'the Bank') agrees to give this guarantee as herein after contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension

being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;
- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favor of "Bharat Sanchar Nigam Limited, Meerut, payable at Meerut.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers Fax number

7(A) FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND
(To be typed on Rs.100/- non-judicial stamp paper)

Insurance Surety Bond for Bid Security

Whereas M/s R/o
(Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs./-
(hereafter known as the "**Surety Amount**") valid up to/...../ 20..... (hereafter known as the "**Validity date**") in favour of AGM (MM) O/o CGMT, UP WEST Telecom Circle MEERUT (Hereafter referred to as **BSNL**) for participation in the tender of work of..... vide tender no.

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, ... and Registered/Head Office (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal**'s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Principal** shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**7 (B) - for Letter of Authorization for attending Bid Opening Event
(To be typed preferably on letter head of the company)**

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the office of AGM(MM) O/o CGMT,UP WESTCircle,BSNL,4th Floor Shashtri Nagar Telephone Exchange TE Building, MEERUT-250004.

We hereby authorize (1) Mr. /Ms. & (2) Mr./Ms.....whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf. Signature of the Representative (1)

Name of the Representative (1)

Signature Attested

.....
Signature of the Representative (2)

Name of the Representative (2)

Signature Attested

.....
Signature of Bidder/ Officer

Authorized to sign the Bid Document on behalf of the Bidder.

Note 1: Maximum two representatives will be permitted to attend the Bid opening.

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

7 (C) – For MATERIAL SECURITY BOND/DEPOSIT
(To be typed on non-judicial stamp paper of appropriate value)

Sub: Material Security Bond

Dated:.....

Whereas<Contract awarding authority>(hereinafter referred to as BSNL) has issued an Award Letter no..... Dated...../...../20..... for awarding the work of Optical Fibre Cable Laying work to M/s (hereafter referred to as "Contractor") and the BSNL has asked them to submit a bank guarantee, towards material security, in favour of AGM (MM) O/o CGMT, UP WEST Telecom Circle, MEERUT of Rs.-/- (hereafter referred to as "BG. Amount") valid up to/...../20.....(hereinafter referred to as "Validity Date"). Now at the request of the Contractor, We Bank Branch having (Address) and Regd. office address as (Hereinafter called „the Bank”) agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to BG Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any dispute resolution proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on part of BSNL or any indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the BG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through DD/Banker's Cheque/RTGS in favour of Bharat Sanchar Nigam Limited, Meerut, payable at Meerut
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

7 (D) – For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Performance guarantee

Dated:.....

Whereas CHIEF GENERAL MANAGER TELECOMUNICATION, UP WEST CIRCLE MEERUT (hereinafter called 'BSNL') R/o(hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of to M/s

R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of AGM (MM) O/o CGMT, UP WEST Telecom Circle MEERUT of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any dispute resolution proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

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

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

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Bharat Sanchar Nigam Limited, Meerut, payable at Meerut.

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

7 (D) – For Performance Guarantee Surety Bond
(To be typed on Rs.100/- non-judicial stamp paper)

To ,
AGM (MM) BSNL CO,
O/o CGMT, BSNL Meerut
Shastri Nagar Telephone Exchange,
Meerut-250004

Surety Bond No :
Surety Bond Issue dt :
Surety Bond Amt. : INR
Bond Valid upto :
Bond Claim Period :

Dear Sir / Madam,

Whereas CHIEF GENERAL MANAGER TELECOMUNICATION, UP WEST CIRCLE MEERUT(hereafter referred to as **BSNL**) has issued an APO/AWO no..... Dated awarding the work of

..... (the "Agreement") to M/s, R/o (hereafter referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of of AGM (MM) O/o CGMT, UP WEST Telecom Circle MEERUT of INR (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, ... and Registered/Head Office (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations thereunder, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any dispute resolution proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "Bharat Sanchar Nigam Limited, Meerut, payable at Meerut or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR (**Rupees:**

..... Only).

2. This Surety Bond shall be valid upto(Validity date)
3. Further a claim period of **3 (three)months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before
(Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:
.....

Telephone Numbers

Fax numbers

Email ID (only official Email ID).....

7 (E) – For Agreement
(To be typed on Rs.100/- non-judicial stamp paper)

The successful tenderer shall have to execute the following agreement;

Bid No: Dated:

LOI/APO No: Dated:

This agreement made on this _____ day of _____ (month) _____ (year) _____ between _____ M/s _____ herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Chairman & Managing Director, BSNL through <Tender Issuing Authority> herein after referred to as BSNL, of other part.

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

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

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

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

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

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

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

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

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the

Contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

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

Above written:

Signed sealed & Delivered by
The above named Contractor in

The presence of.

Witness:

- 1.
- 2.

Signed & Delivered on behalf
of BSNL by the

Witness:

- 1.
- 2.

7 (F) – For Experience Certificate

Name and address of the issuing office
--

No: _____ Dated _____

Subject : Experience certificate for optical fiber cable construction work.

It is certified that M/s _____ having
office at _____ whose
Proprietor(s)/Partner(s)/Director(s) are

_____ have successfully carried out **optical fiber cable construction work** for the amount mentioned hereunder. It is certified that these amounts have been paid to the above mentioned contractor.

S.N.	Period during which payments Made		Contract No(s).	Amount paid (In Rs.)	Amount pending to be paid (In Rs.)
	From	To			
1.	01-04-YYYY	31-03-YYYY+			

AGM/ Equivalent Officer responsible for
maintaining contractors' ledger
Signature of office seal

7 (G) – For (SAMPLE APPLICATION) FOR DEPTH RELAXATION IN CASE OF ACHIEVING LOWER DEPTH

To
The Engineer-in-Charge,
.....

Sub : Approval for lower depth than 200/165/135/90 cms (depending on the terrain
and method of execution as applicable)

Ref : Work Order No.....

Sir,

In the following section lengths the normal depth of(as prescribed) could not be
achieved due to reasons stated against each section vide above reference work order.
Your approval is requested.

Sl.No	Section No.	Location From	Location To	Length in Mtrs.	Actual Depth Achieved in Mtrs.	Reason
1						
2						
3						

Yours faithfully,

Name of the Bidder with address & date.

Recommendation of the Site-in-Charge.

7(H) PROFORMA OF POWER OF ATTORNEY (Refer Clause 14.3 of Section-4 Part A)
Non-Judicial Stamp(of amount as applicable)

POWER OF ATTORNEY

Be it known all to whom it concerns that: -

1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address)

_____ hereby
appoint Shri _____ s/o _____ residing at
_____ as my/our Attorney to act in my/our name and on behalf and sign and
execute all documents/agreements binding the firm for all contractual obligations (including references of cases to
resolution of disputes) arising out of contracts to be entered into by the firm with the CGMT, UP (W) Circle,
Shastrinagar Exge. Building, Garh Road Meerut, U.P. in connection with their Tender Enquiry No.
_____ dated _____ for the supply
of _____ due for opening on _____.

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

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED

Before

(SUB – REGISTRAR) (of concerned State)

Signature with Official Seal

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the tenderer / firm_____

2. Name of the person submitting the tender and who possesses the Digital Signature Certificate (DSC).

(a) Shri/Smt_____

(b) DSC Issuing Agency.....

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

3. Address of the firm

.....
.....

4. Correspondence Address

.....
.....

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

6. Mobile No: ----- email-id:-----

(Note: These contact details shall be used to communicate with the tenderer / contractor and any communication sent there on shall be taken as proper communications under this contract)

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

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

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

8. Name of Proprietor/ Partners/ Directors

.....

9. Tenderer's Bank Details:

a. Name of Bank.....

b. Name of Branch.....City.....

c. Branch Code.....

d. IFSC Code.....

10. Permanent Income Tax Account Number (PAN), ...
Income Tax circle.....
11. EPF registration number.
12. ESI registration number.....
13. Goods and Service Tax (GSTIN) registration No.....
14. Whether Micro or Small Enterprises (MSEs)? (Yes/No):.....
If Yes, the purpose of Business for which registered.
Validity: from..... to.....
Monetary Limit.....
Type of Work
15. Infrastructural capabilities of the bidder:
- I. **Tools and Machinery infrastructure**
- a) Capacity of trenching per day (in meters).....
- b) Capacity of PLB pipe laying per day (in meters).....
- c) Capacity of pulling cable through duct / pipe per day (in meters).....
- d) Availability of HDD machine
(Owned.....Capacity.....
Leased).....Capacity.....
- e) Particulars of vehicles available with the tenderer:
- | Type of Vehicles(s) | Registration number |
|---------------------|---------------------|
| | |
| | |
| | |
- II. **Man power**
- f) No of trained supervisors -----
- g) No. of Trained splicers -----
- h) Capacity of engaging mazdoors per day

B) **Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification?
Yes/ No.
- 1.1 If Yes, Give details
.....
.....
2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.
- 2.1 If Yes, Give details
.....
.....
3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period. (Not Applicable for this tender)

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

4. Suggestion for improvement of the tender document.
.....
.....
.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION – 9 (Part A)

BID FORM

To From,.....

<complete address of the purchaser> complete address of the Bidder>

.....

.....

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

Ref: Tender No. dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank/ Nationalize Bank for a sum @ 10% of the contract value for the due performance of the contract and material security as per bid document.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract.
7. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated this day of

Witness
Signature.....
Name
Address.....

Signature
Name
In the capacity of
Duly authorized to sign the bid for and
On behalf of

SECTION – 9 (Part B)

Financial Bid / Price Schedule

Tender Inviting Authority: Chief General Manager, UP WEST Telecom Circle, BSNL, MEERUT	1. Having examined the tender documents, terms and conditions stipulated therein specification of work etc., we, the undersigned officer to execute the OFC Development work in UP WEST Telecom Circle with the said specifications and conditions of the contract as mention in SOR (Schedule Original Rate) in description of item where applicable at the percentage (Above, Below & At Par) on standard Schedule rates (SOR) given in Section-3 rate sheet as under. Quoted rates are inclusive of all charges and levies but exclusive of Goods and Service Tax (GST) which shall be paid extra as applicable. 2. Prices quoted at any other place shall not be considered.
Name of Work: OFC Rehabilitation Work in Bareilly BA – Approx. Route Length 86.2 Km	
NIT No.: UPWCO-23/11(13)/21/2026-MM/1500669 Dated 18/05/2026	

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs.	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	OFC Rehabilitation Work in Bareilly BA (Bareilly, Badaun, Moradabad, Pilibhit & Rampur OAs) – Approx. Route Length 86.2 Km (Rates inclusive of all but exclusive of GST)	1	Nos	17671770.00	17671770.00	INR One Crore Seventy Six Lakh Seventy One Thousand Seven Hundred Seventy Only

Schedule for Quoting the Rates

Note: 1. The rates should be quoted in BOQ only & to be uploaded in Financial Envelop in e-procurement Portal.

Note: 2. Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods & Service tax (GST). Goods & Service tax (GST) will be paid extra, as applicable.

Note: 3. The unit rates of item /works are mentioned in Standard Schedule of Rates for the work will be increased/decreased proportionately in accordance to quoted percentage below /above / at par by the bidder.

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

We agree to abide by this bid for a period of 150 days from the date of opening of qualifying 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.....

ANNEXURE - 1

Declaration for DEED OF INDEMNITY

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

TO AND IN FAVOUR OF

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

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender No. _____ **Dated**
(hereinafter referred to as 'Tender') for the purpose of **OFC Rehabilitation Work in Bareilly BA –
Approx. Route Length 86.2 Km.**
- (b) The Bidder had submitted its bid/ proposal dated _____ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

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

(Authorized Signatory)
<< Name of the Bidder>>

Date:

Place:

Witness 1:

Witness 2:

ANNEXURE-2
CHECK LIST FOR THE BIDDERS

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal. Offer is liable to be rejected, if enclosed documents are not authenticated. Documents forming part of the bid: -

Sr. NO	List of Documents to be submitted offline	Submitted Yes/No/Not applicable
1	Original instrument for Bid Security /EMD as per Clause no.5 Section 1 (if not submitted using online mode)	
Sr. No	<u>Documents to be submitted in technical envelop online</u>	Submitted Yes/No/Not applicable
1	EMD/ Bid Security /Bank Transaction details with UTR Number towards the successful-payment for EMD OR valid Udyam Registration Certificate for proof of being MSE (Micro & small Enterprise) along with Self declaration as per section-6L.	
2	Scanned copy of Power of Attorney & authorization for executing it, as per clause 14.3 of Sec-4 Part-A, if applicable. (as per Proforma7(H) of Section -7)	
3	Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT & Clause 1 Section 4 Part B	
4	Tender document singed.	
5	Copy of Certificate of Incorporation/Firm registration certificate as applicable.	
6	Copy of Article of Memorandum of Association or Partnership deed as the case may be,	
7	Documentary proof of GST registration along with copy of latest GSTR- 3B	
8	PAN Card, EPF registration, ESIC registration.	
9	Undertaking & declaration duly filled & signed as per Section-6 Part A.	
10	No Near-Relationship Certificate duly filled & signed (individually by all Directors/all partners/ Sole proprietor as the case may be) as per Section-6 Part B.	
11	Undertaking for Not blacklisted by any Central/ State Governments/ PSUs/ Telecom Service Provider (TSPs)/ Infrastructure Provider - 1 (IP-1), registered with Department of Telecommunication (DoT) on Rs.10 stamp paper as per Section- 6(C).	
12	Undertaking for Not blacklisted by GST Authorities as per Section- 6(D).	
13	Clause by clause compliance and No Deviation statement as per Section -6(E) & Section- 6(F)	
14	Indemnity Undertaking as per Section -6 (G).	
15	Bank Mandate & Undertaking regarding receiving payment through EFTS (Format as per Section-6 (H).	
16	Declaration regarding Genuineness of documents (Format as per Section-6 (I).	
17	Self-Declaration i.r.o. Note-3 of DNIT.as per [Section 6(J)] with Local content claimed for the tendered item(s).	
18	Undertaking by the bidder i.r.o. Note-4 of DNIT [Section 6(K)].	
19	Letter of authorization for attending bid opening as per Section-7B of the tender document. Applicable if, the bidder wants to facilitate his Representative to attend in Bid opening.	
20	Bidder's Profile & Questionnaire dully filled & signed in as per Section -8.	
21	Bid Form duly filled & signed in as per Section-9 Part A.	
22	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. (In case of Limited Company).	
23	Declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, as per Annexure-1.	
24	Any other supporting documents asked for in bid document	
Sr. No	<u>Documents to submitted in financial envelop online only</u>	Submitted YES/NO
1	Price Bid Section 9 Part-B duly filled & signed	

Annexure-3

Connecting India

भारत संचार निगम लिमिटेड

Bharat Sanchar Nigam Limited

A Govt. of India Enterprises

**कार्यालय:—मुख्य महाप्रबंधक दूरसंचार उत्तर प्रदेश पश्चिम परिमण्डल, शास्त्रीनगर
गढ़ रोड मेरठ—250004**

O/o CGMT UP West Circle, Shastrinagar, Garh Road, Meerut-250004

UCO Bank Detail of AO (Claim) Circle Office Meerut BA-3201

Account Name	BHARAT SANCHAR NIGAM LIMITED
Account No.	01920210002766
IFSC	UCBA0000192
MICR Code	250028002
Branch	Meerut-city
Type	Current

Syari
10/11/2023

AO (Claims)
O/o CGMT UP West Circle
Bharat Sanchar Nigam Limited

लेखाधिकारी (दावा)

Accounts Officer (Claim)

कार्यालय मु० म० प्र० उ० प्र० (प०) परिमण्डल

बी० एस० एन० एल० मेरठ (उ० प्र०)

O/o CGMT U.P. (W) Circle BSNL. Meerut

ANNEXURE-4

No Claim Certificate
(On company letter head)

To

The AGM (MM)
O/o CGMT UP(WEST) Telecom Circle
Meerut,

No Claim Certificate

Sub: Contract Agreement no. dated.....for the supply/work/service of

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the supply/work/service of under the above mentioned contract agreement, between us and BSNL. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor

or

officer authorized to sign the
contract documents on behalf of
the contractor
(company stamp)

Date:

Place:

Signature Not Verified

Digitally signed by AMIT KUMAR BANSAL
Date: 2026.05.15.15:23:46 IST
Seal & Sign of the Bidder:
Location: eProcure-EPROC