



## **BHARAT SANCHAR NIGAM LIMITED**

*(A Government of India Enterprise)*

*Office of the Chief General Manager Telecom, BSNL, Kerala Circle,  
Trivandrum - 695033*

**CPPP Tender ID: 2024\_BSNL\_221624\_1**

### **BID DOCUMENT**

**E-TENDER FOR recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA of Kerala circle-**

***VALIDITY OF THE OFFER – 150 days from date of opening of tender***

**Note: Kindly see all clarification / Corrigendum on website & Read carefully before submission of bid & ensure that all the documents submitted are fully authenticated by the authorized signatory.**

**AGM (Tender),  
O/o CGMT, BSNL,  
Kerala Circle, Trivandrum-33.  
Tel.No. 9446354555,  
[e-mail id: mmtenderkerala@gmail.com](mailto:mmtenderkerala@gmail.com)**

**Table of Contents**

Sl. No	Section/Annexure	Details	Page No.
1	Section -I	Detailed Notice Inviting Tender (DNIT)	3
2	Section -II	Tender Information	10
3	Section-III Part A	Scope Of Work	12
4	Section-III Part B	General Instruction To Bidders	14
4	Section -IV	E-Tendering Instructions To Bidders	22
5	Section-V Part A	General (Commercial) Conditions of Contract	30
6	Section-V Part B	Special (Commercial) Conditions of Contract	44
7	Section -VI	Financial Bid	46
8	Annexure-I	Schedule of Rates (SoR)	47
9	Annexure-II	Bidder's Profile	48
10	Annexure-III A	Undertaking & Declaration	50
11	Annexure-III B	No Deviation/No Changes statement	50
12	Annexure-III C	Declaration for not blacklisted	51
13	Annexure-III D	Certificate for bid document downloaded from Internet.	51
14	Annexure-III E	Declaration For No Near Relation Certificate	52
15	Annexure-IV	Letter Of Authorization For Attending Bid Opening Event	53
16	Annexure-V	Bid Form	54
17	Annexure-VI	Proforma for EMD/Bid Security (in the form of BG/ Insurance <b>surety bond</b> )	55
18	Annexure-VII	Proforma for Performance Bank Guarantee	59
19	Annexure-VIII	Agreement Draft	63
20	Annexure-IX	E-Payment Mandate Form	68
21	Annexure-X	Vendor Form	69
22	Annexure-XI	Check List	70
23	Annexure-XII	Deed of Indemnity	71
24	Annexure-XIII	Proforma for material security Bond	73



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*Office of the Chief General Manager Telecom, BSNL, Kerala Circle,  
Trivandrum - 695033*

**Section I**

**DETAILED NOTICE INVITING TENDER (DNIT)**

**Tender ID: 2024\_BSNL\_221624\_1**

**E-Tender for the recovery of underground cable in Alappuzha BA Kerala Circle**

E-Tender for the recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA Kerala Circle.

**Schedule of Requirements:**

Sl. No	Item code	Description of item	Qty	Unit of measure	ESTIMATED COST (Excl GST)
1		Excavating Trenches <b>for recovery of cables</b> ; Including back filling, compacting (after recovering the Cable(s) )and removing excess earth from site.	10000	Meter	901000
2		Recovery of Old Directly buried Cables and Pipes (Including handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)			
	2.1	Upto 50 Pairs	4500	Meter	81000
	2.2	100/200 Pairs	10500	Meter	304500
	2.3	400 Pairs	2500	Meter	165000
	2.4	800 Pairs	1750	Meter	147000
	2.5	1200 Pairs and above	1250	Meter	107500
3		Recovery of cables from ducts/GI pipes/chamber by back pulling (Including handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)			
	3.1	Upto 50 Pairs			0
	3.2	100/200Pairs	3500	Meter	245000
	3.3	400 Pairs	1900	Meter	174800
	3.4	800 Pairs	1550	Meter	170500
	3.5	1200 Pairs	1400	Meter	196000
4		Recovery of cables & GI pipes from culverts/bridges			
	4.1	cable& GI pipes/culvert	2000	Meter	200000

	4.2	cable& GI pipes/bridges	2000	Meter	160000
5	Recovery of copper cables from culverts/bridges cable +GI pipes or posts (Including handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)				
	5.1	Upto 50 Pairs	0	Meter	0
	5.2	100/200 Pairs	0	Meter	0
	5.3	400 Pairs	0	Meter	0
	5.4	800 Pairs	0	Meter	0
	5.5	1200 Pairs and above	0	Meter	0
6	Dismantling , Recovery and transportation of Old Pillar shell		900	Nos	7,20,000
7	Dismantling of cables from MDF in BSNL own buildings (transportation not required)				0
	7.1	50 Pairs		Meter	
	7.2	100/200 Pairs		Meter	
	7.3	400 Pairs		Meter	
	7.4	800 Pairs		Meter	
	7.5	1200 Pairs and above		Meter	
8	Additional charges for transportation (per Km per load) of all above except sl.no.6 for distance beyond 20 Kms		480	km	28800
9	Monitoring of external agency work man days (8Hours)				
	Total estimated cost				<b>3601100</b>

**1.1 Schedule to the invitation of tender**

1.	Name of the work	Recovery of damaged / underutilized copper cables of different capacities in <b>Alappuzha</b> BA.
2.	Tender ID in CPPP	<b>2024_BSNL_221624_1</b>
3.	Tender Estimated Cost	<b>Rs. 36,01,100/-</b>
4.	Earnest Money Deposit	<b>Rs. 72,022/-</b>
5.	Cost of bid document (inclusive of GST)	<b>Rs. 590/- (Rupees Five Hundred and Ninety only) (Nonrefundable including GST)</b>
6.	Tender forms can be downloaded from website	<b>From 28-12-2024 15:30 Hrs</b>
7.	Last date & time for online submission.	<b>18-01-2025 upto 11:00 Hrs</b>
8.	Last date & time for submission of BG & DD towards EMD & cost of tender document <b>through Registered Post/Speed post/ courier</b>	<b>23-01-2025 upto 17:30 Hrs</b>
9.	<b>Technical bids opening date and time</b>	<b>20-01-2025 at 11:30 Hrs.</b>
10.	Venue for physical submission of hard copy documents like DD	<b>Chamber of AGM (Tender), O/o CGMT, PMG Jn, TVM-33</b>

	EMD etc. / Venue for opening Tender	
11.	Duration of contract	<b>One year</b> from the issue of order of final acceptance and extendable for further period of <b>one year (in spells of 6 months each)</b> .

2. **Accessibility of Tender Document:** BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold. Free viewing copy of Tender document /e-bidding can be obtained/done by downloading it from the website (<https://etenders.gov.in/eprocure/app> or [www.kerala.bsnl.co.in](http://www.kerala.bsnl.co.in)).

3. **Registration on e-Tender portal:** Intending bidders are requested to register themselves on e-tender portal (if not registered earlier) through <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc, by paying vendor registration fee. Tender processing fee payment should be done during requisition of tender online.

4. **Bidder's Eligibility:**

a. **General Qualification:**

1. The bidder must be Indian registered under Companies Act 1956/2013/Partnership firms/Sole proprietary firms/reputed and experienced contractors/ LLP or a Firm registered under applicable Acts (Proof Should be uploaded)/ rendering tendered services to BSNL/MTNL or any other Telecom Service Providers in India.

2. The bidder must not be blacklisted for telecom business by any Central / State Governments /PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.

3. The bidder must have a valid PAN registration, valid GST registration and must be registered under **EPF** and **ESI** in India.

4. The bidder should not have any near relatives working in BSNL

5. The bidder shall strictly abide by the provisions of various Acts of the State in force, in connection with the employment of the contract labour viz. Contract Labour R&A Act 1970, Workmen Compensation Act, **EPF/ESI** Act and Bonus act 1965 and all other regulation covered under Labour Act at present and in the currency of contract in force.

**b. Technical Qualification:**

1. The bidder shall have the experience in the field of underground Optical Fiber/copper cable construction/recovery for a length of at least 15Km during the last five years combined together. Experience for the UG cable **Construction/Recovery works(copper/OFC)** of any Central/State Government/PSU or other TSP directly or through sub-contract is to be submitted. (from 2019-20 to 2023 -24).

- Self-attested copy of Experience Certificate issued by an officer not below the rank of Divisional Engineer or equivalent in Central/State Government/PSUs or any authorized signatory not below the rank of Manager (Operation) in respect of private licensed service providers. In respect of the experience with other licensed service providers, a copy of the work order and payment details for the work executed (in respect of the experience claimed) shall also be provided.

2. The Bidder must have a minimum annual turnover of **20%** of annual estimated cost of the tender (7Lakhs), for any two financial years (separately) during the period from 2019-20 to 2023-24. Bidders will be required to support claims of their financial qualification through their audited financial statements duly certified by their CA with **UDIN number OR** they should produce turnover Certificate issued by their CA with **UDIN number**.

The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

**Note 1:** All documents mentioned in Clause 3 of Section 2 Tender Information shall be submitted at the time of submission of "Techno-Commercial Part" only through online.

5. **Date and Time of online submission of E-Tender:** as per clause 1.1 of this section.

**Note 2:** In case the date of submission (opening) of bids is declared to be a holiday, the date of submission (opening) of bids 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 published on the e-tendering portal.

**6. Opening of Tender Bids:** as per clause 1.1 of this section.

**7. Opening of bids:**

- a. BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Please see Section IV "E-tendering Instructions to Bidders". However, if required, authorized representative of bidders (i.e. service provider) can attend the TOE at the cabin of AGM tender, 1<sup>st</sup> floor, O/o CGMT, BSNL, Kerala Circle, Trivandrum-33.
- b. Tender Opening officers would be conducting the Public Online Tender Opening Event (TOE). Details are available in Section IV, "E-tendering Instructions to Bidders".
- c. Tender bids received after due date & time will not be accepted.
- d. Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.
- e. The tender inviting authority reserves the right to accept or reject any or all tender bids without assigning any reason. The decision of The tender inviting authority, Kerala Circle, shall be final in this regard.
- f. The bidder shall furnish a declaration in his tender bid under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document for which their bid is being submitted and it is identical to the tender document appearing on e-tender portal:  
<https://etenders.gov.in/eprocure/app>.
- g. 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 3:** 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 4:** All computer-generated documents should be duly attested/ signed by the bidder/issuing organization

**8. Cost of Tender form and Bid Security (in form of DD/ BG- As per annexure VI A/ Insurance surety bond - As per annexure VI B)**

**The cost of Bid document** and EMD as per NIT should be paid in the form of direct bank transfer or DD, drawn from any Nationalized/Scheduled Bank in favour of "Accounts Officer (Cash), O/o CGMT, BSNL, PMG Jn, Thiruvananthapuram-33" payable at Thiruvananthapuram.

**EMD/SD** can also be submitted in the form of Bank Guarantee or insurance surety bond in original which is issued on or after the date of NIT and should be valid for **30 days beyond the bid validity** in the format attached.

**Power of Attorney to be submitted as per Clause 8 of Section III part B through online only.**

**In case of MSE bidders, "Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment / services offered in Tender".**

The MSE units shall be exempted from submission from tender fee and Bid security deposit on production of above requisite proof.

**Detail for online payment is given below**

BANK NAME	UNION BANK OF INDIA
BRANCH NAME	PATTOM BRANCH, T.C 3/21(18),Mathews Arcade, Kesavadaspuram, Pattom Palace, Trivandrum-695004

BENEFICIARY NAME	ACCOUNTS OFFICER (CASH), BSNL KERALA CIRCLE, O/o CGMT, DOOR SANCHAR BHAVAN, PMG, TRIVANDRUM
ACCOUNT NO.	<b>545101110050003</b>
IFSC Code	<b>UBIN0554511</b>

9. **Before submitting the bid on the due date, all corrigendum / clarification issued on the website may have to be checked/ verified.**
10. **All required documents** as per Clause 3 of Section- 2, "Tender information" and other supporting documents (Duly attested) along with the Tender document (Digitally signed by authorized signatory) must be required to be uploaded in the **CPP Portal** and the originals of bank Instruments like **tender fee DD and EMD - DD/ BG/ insurance surety bond** should submit in a Sealed Envelope to "Assistant General Manager Tender, Office of the Chief General Manager Telecom Doorsanchar Bhavan, PMG Junction Vikas Bhavan PO, Thiruvananthapuram – 695 033" on any date before or within 5 days of bid submission end date failing which the tender bid (if already opened on basis of scanned copies uploaded in 1<sup>st</sup> electronic envelop shall be rejected). The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date &time) and strictly through Registered post/Speed post or by Courier such that the DDs reach this office within 5 days from the due date and time and any DD/BG received after the date and time will be summarily rejected.
11. **Duration of contract:** One year with an option of extension for one more year in spells of 6 months each.
12. **Jurisdiction of the contract:** Areas falling within the territorial jurisdiction of Trivandrum.
13. **Description of the work:** E-Tender for the recovery of damaged / underutilized copper cables of different capacities in **Alappuzha** BA of Kerala Circle.
14. The queries in respect of this bid document, if any, can be submitted through Email ([mmtenderkerala@gmail.com](mailto:mmtenderkerala@gmail.com)) /CPPP portal on or before **14 days from the date of bid opening.**
15. **Award of work: 100% to the L1 Bidder.**
16. The successful bidder including MSE bidder shall pay 5 % of the tender approved value in the form of NEFT /Insurance Security Bond /DD/PBG/Online Payment in favor of the AO (Cash), O/o the CGMT, BSNL, Trivandrum towards the Performance security as per the letter of intent. The PBG should be valid for eighteen months from the date of issue of LOI. The bidder will also submit the acceptance of APO along with material security (BG) as per letter of intent.

BSNL Contact person -1		
AGM (Tender)	Mobile : 9446354555 (Between 10:00 hrs to 17:00 hrs on working days)	E-mail ID: <a href="mailto:mmtenderkerala@gmail.com">mmtenderkerala@gmail.com</a>
BSNL Contact person -2		
JTO (Tender)	Telephone : 9447965433 (Between 10:00 hrs to 17:00 hrs on working days)	E-mail ID: <a href="mailto:mmtenderkerala@gmail.com">mmtenderkerala@gmail.com</a>

Sd/-,  
Assistant General Manager (Tender)  
O/o CGMT, Telecom Doorsanchar Bhavan,  
PMG Junction, Thiruvananthapuram – 695 033

**Appendix-1 of SECTION - 1**

Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security

- I Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority and the competent authority for the purpose of registration as per applicability of Rule 144(xi) of the **General Financial Rules (GFRs) 2017 shall be the registration committee constituted by the Department for Promotion of Industry and Internal Trade**
- II "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III "Bidder from a country which shares a land border with India" for the purpose of this Order means
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a Country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV The beneficial owner for the purpose of (iii) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means

Explanation-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



- V An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.
- VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts ).
- VII Bidder is required to submit certificate as under in pursuant to Rule 144(xi) GFR 2017.  
" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I Certify that this bidder is not from such a country or, if from such a country, has been registered with Competent Authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered."  
**[Evidence of valid registration by the Competent Authority shall be attached]**
- VIII Bidder(s) should have valid registration (in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017) at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during the contract execution.

**SECTION- 2**  
**Tender Information**

**1. Type of tender: Single stage submission & two stage opening.**

Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

**Note:** 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** - The bid will remain valid for **150 days** from the tender opening date.

• In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid

3. The electronic envelopes will contain documents satisfying the eligibility/Technical & Commercial conditions in first envelope called Techno-commercial envelope and second envelope called as Financial Envelope containing financial bid/ quote.

a. **Techno-commercial documents** shall contain (submitted through online):-

1. Scanned copy of EMD, if applicable (Bank transaction details with UTR no., in case of online payment)
2. Scanned copy of payment Cost of Tender documents if applicable. (Bank transaction details with UTR no., in case of online payment).
3. Audited financial statements or Turnover certificate duly certified by their CA as per clause 4.b. of detailed NIT.
4. Experience Certificate as per Section I (4.b.i).
5. Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 8 of Section 3 Part B. (not required in case of Proprietary firm if the proprietor himself signs the documents) and board resolution in favor of authorized signatory.
6. Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
7. Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
8. Bidder's Profile & Questionnaire duly filled & signed as per Annexure- II
9. Letter of authorization for attending bid opening event as per Annexure- IV (if applicable)
10. Near-Relationship Certificate duly filled & signed as per Annexure III E.
11. Undertaking & declaration duly filled & signed as per Annexure III A
12. Tender / Bid form- Annexure V.
13. In case of MSE Bidders, bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME.
14. Certificate for bid document downloaded from website as per Annexure III (D).
15. Self attested Copy of Certificate of Incorporation/ Registration of firms etc. (If applicable).
16. Declaration that the firm is not blacklisted by GST Authorities as per Annexure III C.
17. Self attested copy of PAN Card.
18. Self attested copy of valid Goods and Services Tax Registration Certificate(s).
19. Self attested copy of valid ESI Registration Certificate or Declaration for submission of the same within one month from the date of award of work.
20. Self attested copy of valid EPF Registration Certificate or Declaration for submission of the same within one month from the date of award of work.
21. Labour License issued by the labour Enforcement office/Ministry of labour if available or declaration for submission of the same within one month from the date of award of work **If applicable.**
22. **Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement as per Annexure III B**

23. Vendor Form as per Annexure X.
24. Checklist of the documents submitted as per Annexure- XI

**Note 6:-**In case of e tendering, the following documents are required to be submitted offline to AGM (Tender), O/o CGMT, BSNL, Kerala Circle. The envelope shall bear the tender number name of work and the phrase: "Do Not Open Before < date & time>"

- a. Tender Fee & EMD, if applicable, are required to be submitted by the bidder preferably through **online payment mode** as per the Bank/Beneficiary details provided in the DNIT/Tender Enquiry document. In case MSE (Micro & Small Enterprise) bidder, valid MSE Certificate/Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted. However, scanned copy of the following documents (whichever is applicable)
  - i. Bank transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD
  - ii. DD/Banker cheque/ Insurance security bond or Bank guarantee (if opted for EMD)
  - iii. Valid MSE certificate / Udyam Registration certificate (for Micro & Small Enterprise claiming exemption from tender fee / EMD)

are to be mandatorily uploaded by the bidder in their online technical bid part (first electronic envelop i.e. Technical envelop) one tender portal failing which the tender bid shall be archived unopened /rejected one tender portal at bid opening stage.

Originals of Bank instruments such as DD or EMBG towards tender fee, EMD /bid security respectively (if not submitted through e payment mode), shall be submitted by bidder on any date before or within 5 days of bid submission end date failing which tender bid (if already opened on basis of scanned copies uploaded in first electronic envelop that is technical envelop) shall be rejected.

b. During tender process, BSNLs tender inviting authority may require the bidder to produce original copy of any document such as power of attorney, integrity pact, bid form, security agreement etc. submitted as scanned copy, in technical bid part one tender portal (1<sup>st</sup> electronic envelop) which the bidder will have to comply with.

Further, if the required originals of bank instruments for tender fee, EMD /bid security (if not submitted through e payment mode) whose scanned copies are uploaded by bidder and available in 1<sup>st</sup> electronic envelop that is technical envelop, are not received within the stipulated time (any date before or within 5 days of bid submission end date) or any discrepancy found in the original off line document, the same will be brought to the notice of CET/TEC without any delay by the tender inviting section.

Note: The tenderer should submit the original of all the documents mentioned for verification as and when demanded by BSNL.

**SECTION- III Part A  
SCOPE OF WORK**

This tender is called for the recovery of damaged / underutilized copper cables of different capacities in **Alappuzha** BA Kerala Circle.

The details of cables to be recovered (location, size of cables, approximate length etc.) are to be identified by the exchange-in-charge and will be mentioned in the work order. The scope of work involves the following activities:

**1. RECOVERY OF DAMAGED / UNDERUTILIZED CABLE:**

1.1 Excavation of trenches for recovery of damaged / underutilized cables – In case of multiple cables in the same route in different trenches (ie beyond the normal trench width of 30cm) separate trenching can be claimed for each cable.

1.2 Recovery of damaged / underutilized cables of various capacities mentioned in the work order from the trenches /pipes /Ducts/culverts/ bridges and are to be coiled properly and transported to the nearest store location as specified in the work order after recording the length and size of cable. The recovered cables are to be handed over to the in charge of the store mentioned in the work order with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt]. In case of damaged pieces of cables the weight of the cables(capacity wise) are to be recorded and mentioned in the receipt while handing over the same to the store in charge.

**(While quoting the rate for recovery of cables, the rate should include handling and transportation charges to the store location specified in the work order for 20Km also and additional charges should not be claimed by the contractor for the same. In case if the store location is beyond 20Km additional transportation charges can be claimed.)**

1.3 Back filling and compacting (if required) of the excavated trenches according to specifications and removal of excess earth from the site.

**2 RECOVERY OF DAMAGED / UNDERUTILIZED CABLE LAID IN DUCTS/GI PIPES/CHAMBER BY BACK PULLING –TRENCHING NOT INVOLVED.**

Recovery of damaged / underutilized cables of various capacities laid in ducts/GI pipes chamber where no trenching is required. Details of the cable size, length and location will be mentioned in the work order .Recovered cables from the Ducts/Chamber and are to be coiled properly and transported to the nearest store location as specified in the work order after recording the length and size of cable. The recovered cables are to be handed over to the in charge of the store mentioned in the work order with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt]. In case of damaged pieces of cables the weight of the cables (capacity wise) are to be recorded and mentioned in the receipt while handing over the same to the store in charge]. While quoting the rate for recovery of cables, the rate should include handling and transportation charges to the store location specified in the work order for 20Km also and additional charges should not be claimed by the contractor for the same. In case if the store location is beyond 20Km additional transportation charges can be claimed.

**3 RECOVERY OF DAMAGED / UNDERUTILIZED CABLE AND GI PIPES or POSTS LAID ALONG CULVERTS/BRIDGES**

Recovery of damaged / underutilized cables and GI pipes or posts of various capacities laid along culverts/bridges. Details of the cable size, length and location will be mentioned in the work order. Recovered cables and GI pipes or posts from the culverts/bridges are to be coiled properly and transported to the nearest store location as specified in the work order after recording the length and size of cable and

pipes/posts. The recovered cables are to be handed over to the in charge of the store mentioned in the work order with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt]. In case of damaged pieces of cables the weight of the cables(capacity wise)are to be recorded and mentioned in the receipt while handing over the same to the store in charge]. While quoting the rate for recovery of cables, the rate should include handling and transportation charges to the store location specified in the work order for 20Km also and additional charges should not be claimed by the contractor for the same. Incase if the store location is beyond 20Km additional transportation charges can be claimed.

**4. RECOVERY OF PILLAR SHELL:**

Dismantling Pillar shell from the plinth using JCB, reinstatement of the Pillar pit/location and transporting the pillar shell and accessories to the nearest store location upto 20 Km and separation of the cables from the Pillar shell. Details of the Location and size of the pillar shell will be mentioned in the work order. Recovered items are to be transported to the nearest store within 20 Km as mentioned in the work order after recording the numbers of items recovered. The recovered items are to be handed over to the in charge of the store mentioned in the work-order with proper receipt and acknowledgement on daily basis.

**5. DISMANTLING OF VARIOUS CAPACITY CABLED FROM MDF OF BSNL OWN BUILDINGS-TRANSPORTATION NOT INVOLVED:**

Dismantling of various capacity cables from MDF of BSNL own buildings. Details of the cable size, length, and location will be mentioned in the work order .Dismantled cables are to be coiled properly stored safely in same location. Recording the length and size of cable and handed over to the in charge with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt].

**SECTION III Part B  
GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1. DEFINITIONS**

- a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Kerala Circle.
- b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid and complied to Govt. of India **OM No.6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 & 24<sup>th</sup> July, 2020**.
- c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods under the contract.
- d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder. APO is only a letter of intent and neither a contract nor the firm Purchase orders and to be converted in the firm Purchase order only through separate purchase order.
- f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in 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)** means the bidder(s) to whom work in this tender is awarded.
- k) **"BA"** means Business Area comprising of one or more SSA's

**2. Submission of Bid**

E-Tender document can be downloaded/uploaded from the E-Portal website of CPPP i.e.

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

As tenders are invited through E-tendering process, physical copy of the tender document would not be available for sale. The Bidder should submit the cost of the tender document. The cost of Tender document may be submitted in the form of NEFT (Direct transfer Demand) or Draft drawn in favour of Accounts Officer (cash) O/o Chief General Manager, BSNL, Kerala Circle. Bidders also have to submit EMD along with the Tender Document.

All the mandatory / eligibility documents mentioned in the tender document should be scanned and uploaded (PDF format) in the e-tender portal and non-receipt of any of the mandatory documents is liable for rejection.

Completed Tender Forms should be uploaded in E-Tender portal not later than the date & time mentioned in the DNIT. Tenders received after the due date and time will not be considered. The Tenders will be opened in the presence of those Bidders or their Agents who may be present at the time of opening. The tender will be for a period of **One YEAR**, extendable for a period of one more year (in spells of six months) at the sole discretion of the Tender inviting authority, BSNL, Kerala Circle.

**After submitting the scanned copy of tender document, financial bid and associated documents in e-portal website of CPPP i.e. <https://etenders.gov.in/e procure/app> the following documents (DD, BG, etc.. as Tender fee and EMD) are required to be submitted offline, in a sealed envelope super scripting as **E-Tender for the recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA of Kerala Circle.** (i.e. offline submissions) to **AGM (Tender), O/o CGMT, Kerala, Trivandrum-33** on or before the last date**

& time mentioned in the NIT (Si.no8 of 1.1 of NIT). The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

### **2.1 Technical Bid shall contain:**

- i) Scanned copy of EMD, if applicable (Bank transaction details with UTR no., in case of online payment)
- ii) Scanned copy of payment of Cost of Tender documents if applicable. (Bank transaction details with UTR no., in case of online payment).
- iii) Audited financial statements or Turnover certificate duly certified by their CA as per clause 4.b of detailed NIT.
- iv) Experience Certificate as per section I (4.b.i).
- v) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 8 of Section 3 Part B.(not required in case of Proprietary firm if the proprietor himself signs the documents) and board resolution in favor of authorized signatory.
- vi) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
- vii) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- viii) Bidder's Profile & Questionnaire duly filled & signed as per Annexure- II
- ix) Letter of authorization for attending bid opening event as per Annexure- IV (if applicable)
- x) Near-Relationship Certificate duly filled & signed as per Annexure III E.
- xi) Undertaking & declaration duly filled & signed as per Annexure III A
- xii) Tender / Bid form- Annexure V.
- xiii) In case of MSE Bidders, bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME.
- xiv) Certificate for bid document downloaded from website as per Annexure III (D).
- xv) Self attested Copy of Certificate of Incorporation/ Registration of firms etc. as applicable.
- xvi) Declaration that the firm is not blacklisted by GST Authorities as per Annexure III C.
- xvii) Self attested copy of PAN Card.
- xviii) Self attested copy of valid Goods and Services Tax Registration Certificate(s).
- xix) Self attested copy of valid ESI Registration Certificate or Declaration for submission of the same within one month from the date of award of work.
- xx) Self attested copy of valid EPF Registration Certificate or Declaration for submission of the same within one month from the date of award of work.
- xxi) Labour License issued by the labour Enforcement office/Ministry of labour if available or declaration for submission of the same within one month from the date of award of work If applicable.
- xxii) Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement as per Annexure III B
- xxiii) Vendor Form as per Annexure X.
- xxiv) Checklist of the documents submitted as per Annexure- XI

### **2.2 Financial Bid submission through online only**

Electronic Form- financial quote along with Price Schedule as per tender document.

- **Late and delayed tenders will not be considered.**
- If the tender opening day happens to be a holiday, the tender will be opened at the same time on the next working day.
- The bidder will be bound by all terms, conditions and specifications as detailed in this tender document.
- The cost of tender document is neither refundable nor transferable. This office is not responsible for any postal delay. The bidders are requested to go through the tender.

MSE certificate holders who are having MSE registration are exempted from paying the required cost of tender form & EMD. Submission of **valid Udyam Registration Certificate indicating URN** number is compulsory, failing which the benefits will not be available.

### **3. Earnest Money Deposit (EMD)/Bid Security:**

- 3.1 The bidder is required to submit EMD/Bid Security in the form of DD/BG/insurance surety bond, if applicable, as per NIT is to be submitted (Proforma attached as annexures).
- 3.2 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. Submission of valid **Udyam Registration Certificate indicating URN** number is compulsory, failing which the benefits will not be available
  - b. The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c. 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.
- 3.3 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 3.7.
- 3.4 A bid not secured in accordance with Para 3.1 & 3.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal.
- 3.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser.
- 3.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity.
- 3.7 The bid security may be forfeited:
  - a. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - b. If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement.If any Bidder withdraws the Tender at any stage before or after finalization of the Tender, the bidder will be blacklisted and he will not be permitted to participate in the Tender again. Tender Rates should be quoted unambiguously in the Proforma attached. Tender forms have to be digitally signed by the contractor. Tender Forms incomplete in any respect or with any ambiguity will be liable for **rejection**.

### **4. Cost of Bidding**

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

### **5. Clarification of Bid Documents**

5.1 A prospective bidder, requiring any clarification on the bid documents shall notify BSNL through CPP Portal/through email to tender inviting authority as indicated in the invitation of bid. BSNL shall respond in email to any request for the clarification of the bid documents, which it receives latest before 14 days from the date of bid opening. Clarifications by BSNL shall be sent through CPP Portal only.

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

### **6. Amendment of Bid Documents**

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



6.2. The amendments shall be notified in email or by addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.

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

## **7. Format and Signing of Bid**

7.1. 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, by hand/digital signatures by the authorized person and then uploaded on e-tender portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

## **8. Power of Attorney**

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

8.2. The power of Attorney is 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.

8.3. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

8.4. In case, authorized signatory of the bid (i.e. . . PoA holder) is different than the person who submits the online bids using digital signatures certificate (DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

## **9. Opening of Bids**

Tender will be opened online on the due date of opening as specified in the NIT. Technical Bids of the tenders received will be opened on the date of opening. Financial Bids will be opened online as notified only for whose Technical Bid is accepted after evaluation of details and documents furnished. Financial Bid of the technically qualified bidders only will be opened online. The venue of opening will be the chamber of the AGM (Tender), O/o Chief General Manager Telecom, BSNL, Kerala Circle, Trivandrum-33.

9.1 The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the bids will be opened on the next working day at the same time.

9.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

The bidder shall furnish a declaration in his tender bid under his digital signature that no addition/ deletion/ corrections have been made in the downloaded tender document for which their bid is being submitted and it is identical to the tender document appearing on e-tender portal: <https://etenders.gov.in/eprocure/app>

9.3 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.

## **10. EVALUATION OF BIDS**

10.1 BSNL shall evaluate in detail and compare the substantially responsive bids. A substantially responsive bid is one which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially nonresponsive will be rejected by BSNL.

10.2 The evaluation and comparison of responsive bids shall be on the rates offered and indicated in financial bid of the bid documents. The BSNL shall examine the bids to determine whether these are complete and are generally in order, without computational error.

### **10.3 Evaluation criteria:**

The evaluation and comparison of responsive bids shall be done on the basis of rates offered and indicated in financial bid of the bid document. Bidder quoting the lowest rates as given in financial bid /BOQ will be L-1 for this tender.

The rate should be quoted in Percentage based on the quote of percentage below, at par or above against Estimation. Rate of individual item considered for Estimation is as per the Schedule of Rates of all the items at Annexure- 1. However it shall not be binding on BSNL to award the contract to the lowest bidder and the decision of the Tender inviting authority Kerala Circle in this regard shall be final and binding on all.

10.4 It may be noted that the methodology given is applicable only for the purpose of evaluation of bids and shall have no bearing on actual quantity of work/total payment to be made for the work to be carried out.

## **11. RIGHT TO VARY QUANTITIES**

i. The quantity stated in financial Bid are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % from the award of the contract i.e. APO without any change in unit price or other terms & conditions.

ii. 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 APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

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

## **12. BSNL's Right to Accept Any Bid and to Reject any or All Bids**

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

### **13. Issue of Advance Work Order (Letter Of Intent)**

13.1. The issue of an Advance Work Order by AGM (Procurement), BSNL, Kerala Circle shall constitute the intention of BSNL to enter into contract with the bidder.

13.2. The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Annexure VII.

13.3. L-1 bidders may be issued Advanced Work Order (AWO).

13.4. In the event of withdrawal of AWO/LOI, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

### **14. Signing of Contract**

The issue of Work Order (WO) shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing, performance security pursuant to Clause 4 of the Section V Part-A, the Purchaser shall discharge the bid security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after finalization of ordering of complete tendered quantity.

### **15. Annulment of Award**

15.1. Failure of the successful bidder to comply with the requirement of Clause 4 of the Section V Part-A shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder on its discretion or call for new bids.

### **16. Near-Relationship Certificate**

16.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners and in case of limited company, by all the Directors of the company excluding 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 full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender 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.

16.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

16.3. 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).

16.4. The format of the certificate is given in Annexure-IIIIE.

### **17. REJECTION OF BIDS**

17.1. 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) The bids will be rejected at opening stage if Bid security is not submitted as per DNIT and bid validity is less than the period prescribed in the DNIT.

- b) If the eligibility condition is not met as per DNIT and/ or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- c) Prices are not filled in as prescribed in price schedule.

### **18. CLARIFICATION OF BIDS**

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

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

### **19. GENERAL**

1. The right to accept any tender rests with the Tender inviting authority, BSNL, Kerala Circle, who does not bind himself to accept the lowest tender, and the Tender inviting authority, BSNL, Kerala Circle reserves the right to reject any or all the tenders without assigning any reason thereof.
2. The Tender inviting authority, BSNL, Kerala Circle also reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work.
3. The EMD will be refundable to the unsuccessful tenderers only after the finalization of the tender and the EMD will not bear any interest.
4. The terms and conditions for the work contract are enclosed in Section V-A & V-B
5. The specification of contract work is enclosed in Section III.
6. The contractor should carried out the contract work to the satisfaction of the BSNL Officer-in- charge and in the event of his/their failure, the contract work will be got done through some other agency at the cost of penalty amount deducted from the invoice of the contractor.
7. The contractor should submit the bill before 10<sup>th</sup> of each month for the completed work of the previous month.
8. Belated submission of bill and submission of bill without the required documents will not be considered for payment. Payment will be made through Electronic mode.
9. **The contractor should have persons with proven integrity to carry out the contract work. The contractor shall be solely responsible for payment and compensation under W C Act 1923** as in force from time to time applicable in the event of accidents causing injury/death to his/their workers and the Tender inviting authority, BSNL Kerala shall not involve in any manner.
10. The contractor should produce the valid Labour License for carrying out the Contract in the assigned area if applicable. In case the bidder is not having the valid license, he shall produce the same within one month of award of contract if applicable.
11. The contractor should quote the rate both in figures and in words without ambiguity.
12. The Tender inviting authority, BSNL Kerala Circle reserves the right to
  - a. Reject any or all tenders without assigning any reasons,
  - b. Select one or more tenderers,
  - c. Cancel this tender at anytime,
  - d. Have a separate contract or apart from this tender.
  - e. Reject tenders of those contractors whose existing/previous contracts in Kerala Circle with Unsatisfactory performance.

The decision of Tender inviting authority, BSNL, Kerala Circle on any matter connected to this tender is final, binding and his decision shall not be questioned in any court of law.

13. The Tender inviting authority, BSNL, Kerala reserves the right to terminate this contract by giving 15 days time without assigning any reasons. If the contractor is found to be a benami of any other person at a later date, this contract will be immediately terminated.
14. The contractor is responsible for any loss/damage caused to the BSNL properties by him/them or his/their workers and he/they shall have to make good such loss. His/their workers should vacate premises immediately after completion of the contract work.
15. **BSNL will be absolved of all legal or labour issues related to workers.**
16. The security deposit shall be refundable after payment of final bill provided there are no recoveries to be made and satisfactory performance of work and strict compliance of statutory Act/Regulations, during the contract period.
17. **It is the sole duty and responsibility of the contractor to pay the mandatory statutory contributions of his/her workers and BSNL will be absolved of all legal or labour issues related to workers.**
18. **Labour Rates: Rates fixed by Central Government as per Minimum Wages Act for scheduled employments subject to change from time to time.**
19. **No child labour will be permitted. Persons with less than 18 years of age and more than 55 years of age should not be engaged for any reason.**

**Section-IV**

**E-tendering Instructions to Bidders**

**Note :-** The instructions given below are CPPP’s e-tender portal centric and for e-tenders invited by MM cell, BSNL, Kerala Telecom Circle only.

**General**

These Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as enclosed above.

**BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold. Submission of Bids only through online process is mandatory for this Tender.**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender Document. Submission of Online Bids 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, Kerala Circle has decided to use the Portal (<https://etenders.gov.in/eprocure/app>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal. <https://etenders.gov.in/eprocure/app>

**Special Instructions:**

**1. Tender Bidding Methodology:**

Sealed Bid System–‘One Stage’–Using Two Envelopes’, Financial & Techno-commercial bids shall be uploaded by the bidder at the same time.

**1.1 Broad outline of activities from Bidders prospective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP  
**Clarification to Tender Documents on CPPP**
  - Query to BSNL (Optional)
  - View response to queries posted by BSNL, as addenda.
6. Bid-Submission on CPP
7. Attend Public Online Tender Opening Event (TOE) on CPP Opening of Techno-commercial Part
8. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL’s Post-TOE queries
9. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part (Only for Technical Responsive Bidders)
10. Participate in e-Reverse Auction on CPPP, wherever applicable
11. 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.
12. Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

Filename	Allowed or not allowed in CPPP	Reason for allowed/Not allowed
----------	--------------------------------	--------------------------------

QA Certificate	not allowed	Space in between words /characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA Certificate	Allowed	Underscore allowed between words/characters
QA Certificate	Allowed	Upper & lower cases allowed

**2. For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.**

It is advised that all the documents to be submitted (See clause 3 of Section 2) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-6 (Excel Format) 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.

**Note 1: The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only**

**Note2: While uploading the documents, it should be ensured that the file name should be the name of the document itself**

**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 Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/eprocure/app>) and go to the e-procure link then select Bidders Manual Kit. Intending bidders are requested to register themselves with CPPP through <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., Tender processing fee payment (if applicable) should be done during requisition of tender online.

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

Note: After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

CPP Helpdesk	
Telephone/Mobile nos	0120-4001002, 0120-4001005, 0120-4200462, 0120-6277 787
Email ID	cphp-nic@nic.in [Please mark CC: support-nic@ncode.in]

As a first step kindly refer the User Manual. For any technical related queries please call the Help desk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. A mail can be sent to support-eproc@nic.in and cPPP-nic@nic.in for all technical issues. A mail can be sent to cPPP-doe@nic.in for any policy / domain issues. If some problem is faced during publishing of Tender / Corrigendum / AOC, users may kindly send a mail to support-eproc@nic.in along with the screenshot of the page.

## **5. Some Bidding related Information for this Tender (Sealed Bid)**

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

1. Submission of Bid Security / Earnest Money Deposit Declaration (EMD).
2. Submission of digitally signed copy of Tender Documents/ Addendum/addenda
3. Eligibility proof
4. Two Envelopes (Electronic Form)
  - Techno-commercial -Part
  - Financial-Part

## **6. OFFLINE SUBMISSIONS:**

The bidder is requested to submit the below documents offline to **AGM (Tender) , O/o CGMT, BSNL Kerala Circle, Trivandrum-33** in a sealed envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Submission of DD or proof for the payment of tender fee.
2. Submission of EMD/BID security in the form of DD/BG/insurance surety bond

**Note:** The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

### **6.1 Online submission:**

The following documents must be uploaded in CPPP portal

1. **Scanned copy of EMD**, if applicable (Bank transaction details with UTR no., in case of online payment)
2. **Scanned copy of payment Cost of Tender documents** if applicable. (Bank transaction details with UTR no., in case of online payment).
3. Audited financial statements or Turnover certificate duly certified by their CA as per clause 4.b of detailed NIT.
4. Experience Certificate as per section I (4.b.1).
5. Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 8 of Section 3 Part B. (not required in case of Proprietary firm if the proprietor himself signs the documents) and board resolution in favour of authorized signatory.
6. Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
7. Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
8. Bidder's Profile & Questionnaire duly filled & signed as per Annexure- II
9. Letter of authorization for attending bid opening event as per Annexure- IV (if applicable)
10. Near-Relationship Certificate duly filled & signed as per Annexure III E.
11. Undertaking & declaration duly filled & signed as per Annexure III A
12. Tender / Bid form- Annexure V.
13. In case of MSE Bidders, bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME.
14. Certificate for bid document downloaded from website as per Annexure III (D).



15. Self attested Copy of Certificate of Incorporation/ Registration of firms etc. as applicable.
16. Declaration that the firm is not blacklisted by GST Authorities as per Annexure III C.
17. Self attested copy of PAN Card.
18. Self attested copy of valid Goods and Services Tax Registration Certificate(s).
19. Self attested copy of valid ESI Registration Certificate or Declaration for submission of the same within one month from the date of award of work.
20. Self attested copy of valid EPF Registration Certificate or Declaration for submission of the same within one month from the date of award of work.
21. Labour License issued by the labour Enforcement office/ Ministry of labour if available or declaration for submission of the same within one month from the date of award of work if applicable.
22. Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement as per Annexure III B.
23. Vendor Form as per Annexure X.
24. Checklist of the documents submitted as per Annexure- XI

**NOTE:**

- (i) **It is strictly instructed that documents should be uploaded in order as detailed above.**
- (ii) No document should be uploaded twice.
- (iii) 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.
- (iv) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

**6.2 Price schedule / BOQ (Financial bid)**

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule / BOQ file shall render it unfit for bidding. Following steps may be followed

- i) Download price schedule / BOQ part
- ii) Fill rates in down loaded price schedule / BOQ
- iii) Save filled copy of downloaded price schedule / BOQ file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Download price schedule / BOQ Section-6 applicable in **Excel format** . Fill up required information and save in your computer for uploading it while submitting the bid. **Bidder has to submit the financial quote online only.**

**Note: Instructions for Online Bid Submission is detailed in the e-portal [www.etenders.gov.in/eprocure/app](http://www.etenders.gov.in/eprocure/app) under Downloads.**

**7. Special Note on Security of Bids**

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

**8. 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 (i.e. Supplier organization) duly authorized are requested to carry a 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

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

## **9. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://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 CPPP 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.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

(BSNL shall not be responsible for any problem arising out of internet connectivity issues).

### **Important Note:**

1. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
2. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

For further instructions, the vendor should visit the home-page of the portal (<https://www.eprocure.gov.in>)

## **10. Minimum Requirements at Bidder's end**

Computer System with good configuration (1 GB RAM, OS Windows7 or higher version), Broadband connectivity. Microsoft Internet Explorer 8.0/Mozilla Firefox, Digital Certificate(s) and latest version of Java installed.

## **11. Vendors Training Program**

Vendors may contact the CPPP Helpdesk personnel given in in this section for any type of training/help, which they may require while uploading the bids.

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### **Instructions for Online Bid Submission**

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/n Code/ e Mudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, and Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **PREPARATION OF BIDS**

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

2. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the Yellow coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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**SECTION-V ( PART A)**

**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)**

- 1. Application :** The General condition shall apply in contracts made by BSNL for the procurement of Goods/Services/ works.
- 2. Prices:**
  - 2.1. Prices charged by the supplier for services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-2.2 mentioned below.
  - 2.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
    - (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
    - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
    - (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
  - 2.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.
- 3. Sub Contracts:**

The contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances.
- 4. Performance Security & Material Security**
  - a. Performance Security**
    - 4.1 All bidders (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security for an amount equal to 5% of the value of Advance Work Order/ LOI within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
    - 4.2 The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.
    - 4.3 The EMD/Security Deposit will not carry any interest during the period they are in the custody of BSNL.
    - 4.4 The performance surety bond shall be in the form of either DD in favour of AO (Cash), O/o CGMT BSNL, Kerala Circle, Trivandrum- 695033 or in the form of Bank Guarantee for a period of 18 (Eighteen) months issued by a Nationalized/scheduled Bank in India or insurance surety bond for the said period in the proforma provided in Annexure VII of this Bid Document. Further extension shall be made, if required.
    - 4.5 The performance surety bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

- 4.6 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.
- 4.7 In case it is found that a bidder has submitted a fake/forged bank instrument towards performance security deposit (say PBG), then the bid will be rejected.
- 4.8 The Security Deposit of the successful bidder will be forfeited by the BSNL, if after acceptance of the tender the bidder violates or fails to carry out the job in accordance with the terms and conditions of the tender.
- 4.9 No interest will be paid to the contractor on the security deposit

**b. Material Security:**

- a) The Successful tenderer will have to deposit material security for Rs. 5 lakhs (Rupees five Lakhs only) in the form of Bank Guarantee valid up to 18 months from a Nationalized/scheduled bank and in the **material security bond form** provided in annexure-XIII of the bid document. Material security can also be submitted in the form of **Crossed Demand Draft /FDR** drawn in favor of AO Cash, BSNL in the similar manner as specified for EMD, and mentioned in NIT. The Material security will be a non-interest bearing deposit, for any period what so ever.
- b) 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 handle properly the material under the contract.
- c) The Material security shall be released/refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of 'no dues certificate' from "Engineer-In-Charge".

**5. Issue of work order and time limit:**

- (i) The work order shall be issued so as to include all items of works for the section allotted to the contractor as put in the NIT. As the quantum and quantity of work mentioned in NIT is tentative, Actual quantum of work has to be arrived by BA and work order will be issued for the finalized quantity as per the approved rates of the tender.
- (ii) The work orders shall be issued by the Divisional Engineer(nominated by BA Head) based on the actual rate finalized for the L1 of this tender with approval of competent authority examining the technical and planning details of the works to be executed in the BA.
- (iii) If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Deputy General Manager.
- (iv) 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 the work order, or an earlier date if work is urgently required, and indicated in the work order.
- (v) 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 the contractor is not executing the work at the required pace.

**6. Extension of the time limit (EOT):**

**A. 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 the work order, or an earlier date if work is urgently required, and indicated in the 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.

**B. Application for extension of the 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 in the prescribed form (Part-A) to the Engineer-In-Charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-Charge shall forward the request to the competent authority (an Officer of the rank JAG level in-charge of trenching and pipe laying work) with his detailed report and photocopy of the hindrance register, in the prescribed form (Part-B) within three 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
- B.2. 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.
- B.3. 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 penalty for delays in execution of works (Clause 9). The extension of time with LD Charges shall be issued under the signature of JAG level Telecom Officer (DGM level) competent to grant the extension of time.
- B.4. The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-In-Charge.
- B.5. 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 arbitration. 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.

**C. Grant of extension of time without application**

- C.1. There are, at times, practical difficulties like non-availability of materials, ROW etc, reasons of which are ascribable to 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. 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.

**7. Audit and Technical Examination**

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 the relevant clauses, 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 the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.

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 work order issuing authority or his subordinate officer.
3. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with BSNL.

#### **8. Bill submission and Payment Terms**

8.1 The bidder should submit the signed GST invoice in triplicate to the Claim office, O/o CGMT, BSNL, Kerala Circle, Trivandrum-33 on monthly basis by 10<sup>th</sup> of the following month. The performance should be certified by the concerned Divisional Engineer. Only one bill must be submitted for all the completed works in a month. Copy of work order, details of work executed certified by the exchange in-charge, GST declaration, **EPF/ESI compliance have to be submitted along with the tax invoice**. Belated submission of bill and submission of bill without the above documents will not be considered for payment

- a. The invoice should contain GSTIN number of BSNL along with the vendors GSTIN number.
- b. Bills should be submitted in triplicate, with copy of PO/work orders signed by officer-in-charge along with SES number from the AGM in-charge of the particular site.
- c. Bills should be accompanied by performance certificate duly attested by Concerned Divisional Engineer/AGM (in-charge).
- d. The proof of GST Tax having been remitted to State and Central agencies should have been furnished in respect of remittance made in previous month. Belated submission of bill and submission of bill without the above documents will not be considered for payment. Payment will be made through Electronic mode.

8.2 Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

8.3 All statutory taxes and levies as applicable shall be deducted at source before payment.

8.4 The Successful contractor should arrange to pay the GST on invoice issued to BSNL and remitted to the appropriate Accounts of the Government and enclose proof of such payment along with the Bill for the next month for scrutiny and acceptance. Failure to enclose the proof for payment will render the successful tenderer for such action as deemed fit in consultation with GST Authorities. The payment of bills will be withheld till such time proof of payment of GST is produced. **It is the sole responsibility of the Contractor to pay statutory obligations like GST, EPF, ESI etc. wherever applicable to the Govt. departments without waiting for payment of monthly bill/claim/dues of the vendor by BSNL.**

8.5 After acceptance of the contract if any or all the terms and condition(s) of the contract is/are violated, the BSNL reserves the right to terminate the contract with the forfeiture of SECURITY DEPOSIT to BSNL by giving 15 days notice. The decision of Tender inviting authority, BSNL, Kerala circle is final in this respect.

8.6. The bidder or person employed by the bidder would have no right to continuance or to challenge their termination after the period of contract is over.

#### **9. Penalty**

The contractor must complete the work within the specified period mentioned in the Work order. If the contractor fails to complete the work within the specified period without any valid reason (to the satisfaction of the concerned BSNL Officer), then the following penalties will be imposed.

1. For delayed execution of the work: If the contractor fails to complete the work as per the time schedule mentioned in the work order , a penalty shall be levied @ 0.5% of the total value of the work order per day of delay (up to maximum of 12%).

**9.1 Penalty for causing inconvenience to the Public:**

- a. To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to recover the 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.
- b. Under any circumstances, a stretch of trench of maximum 200 meters shall not be kept opened for more than 4 days. In the event of contractor failing to comply with these conditions, a penalty of recovery up to Rs. 300/- per day the trench is kept open beyond the time limit allowed may be imposed by BSNL. This penalty will be in addition to that payable for delay or slow work.
- c. If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of the Work order issuing authority shall be final and binding.

**9.2. Penalty for cutting / damaging the old cable:**

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	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs. 3,000.00 (Rupees Three Thousand only)
Above 100 pairs & upto 400 pairs	Rs. 5,000.00 (Rupees Five thousand only)
Above 400 pairs	Rs. 10,000.00 (Rupees Ten thousand only)

In the case of rectifying the cut/damage by the contractor within 2 hrs, penalty shall be 30% and for rectification within 2 to 4 hrs then penalty shall be 50% of above.

For **OF Cable**, penalty for cut/damage will be as below:

Type of cable Cut/damaged	Charges per fault for penalty and Compensation
OF Cable of any size	Rs 50,000.00 (Fifty thousand)

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

**9.3 Penalty to damage the underground installation of other agencies:**

Damage caused to any other utilities the contractor shall be held fully responsible. The damage charges whatever claimed by the affected agency shall be borne by the Contractor. To this effect the amount shall be deducted from his bills / Security deposit or any other amount with BSNL.

**10. Rescission / Termination of contract**

**10.1 Circumstances for rescission of contract**

Under the following conditions the competent authority may rescind the contract

- a. If the contractor commits breach of any item of terms and conditions of the contract.
- b. 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 the due date for completion or the contractor had already failed to complete the work by that date.
- c. If the contractor fails to commence the work within 7 days after issue of Work order.

**10.2** 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:

- a. Upon rescission/termination of the contract, the contractor shall be debarred from participating in any of the tenders pertaining to the BA. The unexecuted work will be got completed by any other contractor, approved in the BA.
- b. The certificate of the Officer in charge 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.
- c. 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.
- d. The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor for the substandard work
- e. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the BSNL or as the BSNL may direct.

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

**10.4** BSNL 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, BSNL shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract for approval.

- a. 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.
- b. During the period of service of notice and its effectiveness, the contractor shall not be allowed to remove from the site any material/equipment belonging to the BSNL.
- c. 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 BSNL in- charge of work to be removed with proper records.

**11. Indemnities:**

- a. The contractor shall at all times hold BSNL harmless and indemnify from and against all action, suits, proceedings, works, costs, damages, charges, claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expenses 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 BSNL or pay to 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 BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- b. The contractor shall at his own cost at 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 BSNL

**12. Insurance:**

1. Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance in favour of CGMT BSNL Kerala Circle including third party risk for the plant, machinery, men, materials, etc. brought to the site and for all the work during the execution.
2. The contractor shall have necessary insurance for payment of compensation in case of any damages. The contractor is liable to pay damages to all third party damages whether these damages are as a direct consequence to the work or indirect consequence. The damages shall also be payable to BSNL in case of damages to BSNL property like cables, concrete ducts, pipes etc.,

**13. Force Majeure**

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

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

**14. Action by BSNL against Bidder (S)/Vendor(S) in Case of Default.**

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

1. Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
2. Failure to perform any other obligation(s) under the Contract; and
3. Work not performed satisfactory in the field in accordance with the specifications;
4. Or any other default whose complete list is enclosed in Appendix-1. Purchaser will take action as specified in Appendix-1 of this section.
5. Purchaser will take action as,
  - a. Termination/Short Closure of WO and Cancellation of AWO
  - b. Rejection of Bid &
  - c. Forfeiture of PBG/SD.
  - d. Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
6. However on realization of PBG/SD amount, EMD, if not released shall be returned.

**15. Dispute Resolution/Arbitration**

**(applicable in case of supply orders/ contracts with firms, other than Public sector Enterprise) (Not applicable in cases valuing less than Rs. 5Lakhs)**

a. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then such party or parties shall make a request to the Coordination committee to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably by mutual discussions / reconciliations in good faith and the same shall be resolved within a period of 60 (sixty) days from the date of making of such request. If the dispute, difference, controversies /differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved through conciliation/ discussions within 60 (sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be referred to a sole arbitrator ( Chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and conciliation Act, 1996, any amendment thereof , and any notification issued or rules made there under from time to time. The parties to dispute will share equally the cost of arbitration as intimated by the Arbitrator.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment there of or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause. The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the CGMT ,BSNL, Kerala Circle, Trivandrum-33 or such other places as the arbitrator may decide. **Any order/directions/Awards of the Arbitrator shall be final and binding on both the parties. The Arbitrator so appointed shall pass a speaking award, in case of any dispute, the Courts in Kerala alone shall have the territorial jurisdiction to adjudicate upon the matter".**

**Applicable in the case of supply orders/contract with CPSEs/ other Govt. Dept**

b. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs& Excise Departments) such dispute or difference shall be

taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018. The parties to dispute will share equally the cost incurred for the dispute resolution. (Applicable in the case of any dispute between BSNL and Government departments/ Organizations.)

**16. SETOFF**

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 BSNL.

**17. Applicable Law and Jurisdiction**

1. The supply order for goods or services, including all matters connected with this supply order shall be subject governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian courts at the place from where the purchase order has been placed.
2. Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in anyway.
3. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Tender inviting authority, BSNL, Kerala or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be titled to proceed from the stage at which it was left out by his predecessors.
4. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof or the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
5. The venue of arbitration shall be office of the CGMT, Kerala Circle.

**18. FALL CLAUSE**

1. The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 2.1 of this section. 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;
  - And / or
  - (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.
2. not related to this tender.
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.*"
4. In case under taking as in Clause 18.3 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.

**Appendix-1 to section V**

S. No.	Defaults of the bidder/vendor.	Action to be taken
A	B	C
1(a)	<p>Submitting fake/forged</p> <p>A) Bank Instruments with the bid to meet terms and condition of tender in respect of tender fee and/or EMD.</p> <p>b) Certificate for claiming exemption in respect of tender fee and/ or EMD;</p> <p>c) and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.</p>	<p>i. Rejection of tender bid of respective Vendor.</p> <p>ii. Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii. Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work and services except to make the already received complete work in hand.</p>
<p><b>Note1:-</b>However, in this case the performance guarantee if alright will not be Forfeited.</p>		
<p><b>Note2:-</b>Payment for already received completed work shall be made as per terms and conditions of WO.</p>		
1(b)	<p>Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms and conditions with the bid to meet terms and condition of tender:</p> <p>(i) If detection of default is prior to award of AWO/APO</p> <p>(ii) If detection of default after issue of AWO/APO but before receipt of PG/ SD (DD, BG etc.)</p>	<p>i. Rejection of Bid and</p> <p>ii. Forfeiture of EMD.</p> <p>iii. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p> <p>i. Cancellation of AWO,</p> <p>ii. Rejection of Bid and</p> <p>iii. Forfeiture of EMD.</p> <p>iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>

1(b) contd.	(iii) If detection of default after receipt of PG/SD (DD, BG etc.)	<ul style="list-style-type: none"> <li>i. Cancellation of AWO</li> <li>ii. Rejection of Bid and</li> <li>iii. Forfeiture of PG/ SD.</li> </ul> However on realization of PG /SD amount, EMD, if not already released Shall be returned. <ul style="list-style-type: none"> <li>iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</li> </ul>
	(iv) If detection of default after issue of WO/PO	<ul style="list-style-type: none"> <li>i. Termination/ Short Closure of PO/WO and Cancellation of AWO/APO</li> <li>ii. Rejection of Bid and</li> <li>iii. Forfeiture of PG/SD.</li> </ul> However on realization of PG/ SD amount, EMD, if not released shall be returned. <ul style="list-style-type: none"> <li>iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</li> </ul>
	<b>Note3:-</b> However, settle bills for the services received, if pending items do not affect working or use of supplied items.	
	<b>Note4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/coercive means viz. physical/verbal means to threaten BSNL Executive/employees and/or obstruct him from functioning in discharge of his duties and responsibilities for the following :	Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	<ul style="list-style-type: none"> <li>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</li> <li>b) Obstructing/threatening other prospective bidders i.e. suppliers/Contractors from entering the tender venue and/or submitting their tender bid freely</li> </ul>	
3	Non-receipt of acceptance of AWO/APO and SD/ PG by L-1 bidder with in time period specified in AWO/APO.	Forfeiture of EMD. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
		<ul style="list-style-type: none"> <li>i. Termination of WO/PO.</li> <li>ii. Undertake purchase/ work at the risk of defaulting bidder.</li> </ul>



4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO/PO.	iii. Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/WO.	<ul style="list-style-type: none"> <li>i. Short Closure of WO/PO to the service already received by BSNL and/or in pipeline provided</li> <li>ii. Undertake purchase/ work at the risk of defaulting bidder.</li> <li>iii. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.</li> </ul>
5.	The site does not meet the Service Levels as mentioned in the PO/ WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.
6.	Submission of claims to BSNL against a contract	<ul style="list-style-type: none"> <li>i. Recovery of over payment from the outstanding dues of Vendor including EMD/ PG and SD etc. and by invoking 'Setoff 'Clause 11 of Section 5 Part A or by any other legal tenable manner.</li> <li>ii. Banning of Business for 3 years from date of issue of banning order or till the Date of recovery of overpayment in full, whichever is later.</li> </ul>
	(a) For amount already paid by BSNL.	
	(b) For amount higher than that approved by BSNL for that service.	
<b>Note5:-</b> The claims may be submitted with or without collusion of BSNL Executive/employees.		
<b>Note6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	(a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	<ul style="list-style-type: none"> <li>i) Termination of PO/ WO.</li> <li>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</li> <li>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</li> <li>iv) Legal action will be initiated by BSNL against the Vendor if required.</li> </ul>
	(b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS,BSC/MSC, Control equipment including IN etc., transmission equipments 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.	

8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<ul style="list-style-type: none"> <li>i. Termination/Short Closure of the WO/PO.</li> <li>ii. Settle bills for the service received if pending work does not affect the working or use of the services received</li> <li>iii. Under take work at the risk of defaulting bidder.</li> <li>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</li> </ul> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> <li>i. Termination/Short Closure of the WO/PO.</li> <li>ii. Settle bills for the service received if pending work does not affect the working or use of the services received.</li> <li>iii. Undertake work at the risk of defaulting bidder.</li> <li>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</li> </ul> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/refuses to return BSNL's dues:	Take action to appoint Arbitrator to adjudicate the dispute.
	a. In spite of order of Arbitrator.	<ul style="list-style-type: none"> <li>i. Termination of contract, if any.</li> <li>ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</li> </ul>
	b. In spite of Court Orders.	<p>Take legal recourse i.e. filing recovery suite in appropriate court.</p> <ul style="list-style-type: none"> <li>i. Termination of contract, if any.</li> <li>ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues,Whichever is later.</li> </ul>

11	If the Central Bureau of Investigation/Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1and4.2.</p> <p>(c) If the vendor/supplier fails to submit required documents/information, where required.</p> <p>(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.</p>	i) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
<b>Note7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note8:-</b> In case of clash between these guidelines and provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ongoing works which will continue along with settlement of Bills.		

**SECTION-V Part B**

**SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

**1. General**

1. **The successful tenderer / contractor** shall submit an Indemnity bond declaration, as per Annexure- XII, for indemnifying BSNL against any non-compliance by bidder to any of the applicable statutory requirements, if the work is awarded to them.
2. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with BSNL.
3. BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
4. The contractor shall provide at his own cost all tools, plants appliances, implements, instruments etc., required for proper execution of works.
5. **The contractor shall ensure compliance with all the existing labour laws**

**2. Safety of Labour and BSNL property:**

- 2.1 The successful tenderer / contractor shall be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and BSNL shall not be responsible in any manner.
- 2.2 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident, or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained/ accepted by the BSNL.
- 2.3 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards/ flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
- 2.4 Contractor shall be fully responsible for any damages caused to BSNL/Government/private/other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified/compensated by the contractor at his own cost.
- 2.5 It will be sole responsibility of the contractor that the men deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.
- 2.6 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.
- 2.7 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.
- 2.8 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
- 2.9 The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident-causing injury/death to his workers and Executive Engineer (Elect)/Engineer-in-Charge shall not involve in any manner.

- 2.10 No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/Acts etc.
- 2.11 The decision of BSNL on any matter connected to this tender is final & binding on bidder.

**3. NOTIFICATION**

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

**4. SHUT DOWN ON ACCOUNT OF WEATHER CONDITIONS**

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

**SECTION-VI  
FINANCIAL BID (ONLINE SUBMISSION ONLY)**

To  
The Tender Inviting authority,  
BSNL Kerala Circle.

**Sub: Our Financial bid against tender for recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA in Kerala Circle.**

**Ref: CPPP Tender ID: 2024\_BSNL\_ 221624\_1**

Dear Sir

With reference to your Tender cited above, we the undersigned offer to undertake **the recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA in Kerala Circle** conformity with the said specifications and conditions of contract at the percentage rate with respect to estimate cost quoted below:

<b>Price schedule</b>					
<b>Sl. No.</b>	<b>Item Description</b>	<b>Units</b>	<b>Estimate d Rate in Rs. P</b>	<b>TOTAL AMOUNT Without Taxes in Rs. P</b>	<b>TOTAL AMOUNT In Words</b>
1	<b>Cable recovery</b>				
1.0	Estimated cost for <b>the recovery of damaged / underutilized copper cables of different capacities, in Alappuzha BA of Kerala Circle.</b>	JOB			INR in words
<b>Total in Figures</b>					INR in words
<b>Quoted Rate in Figures</b>		<b>Select (+ or -)</b>	<b>Quoted %</b>	<b>INR amount in figures with respect to the quoted percentage</b>	INR in words
<b>Quoted Rate in Words</b>	<b>INR amount in words with respect to the quoted percentage</b>				

\*\* Please refer Section III Part A for detailed work specifications while quoting rates

Place:

Signature of bidder

Date:  
bidder

Name & Seal of the

**NOTE** *The bidder has to quote as percentage below/above/at par the standard schedule rates which is as given in Annexure 1 below*

**(Bills shall be processed with respect to the quoted percentage of individual SOR rate)**

**Basic SOR rate for the estimate calculation is as follows in Annexure1,**

**Annexure-1**  
**Schedule of Rates (SoR)**

<b>Sl. No</b>	<b>Item code</b>	<b>Description of item</b>	<b>Unit of measure</b>	<b>Basic Unit Price (Excl. GST)</b>
1		Excavating Trenches <b>for recovery of cables</b> ; Including back filling, compacting (after recovering the Cable(s) )and removing excess earth from site.	meter	90.1
2		Recovery of Old Directly buried Cables and Pipes (Including , handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)		
	2.1	Upto 50 Pairs	meter	18
	2.2	100/200 Pairs	meter	29
	2.3	400 Pairs	meter	66
	2.4	800 Pairs	meter	84
	2.5	1200 Pairs and above	meter	86
3		Recovery of cables from ducts/GI pipes/chamber by back pulling (Including handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)		
	3.1	Upto 50 Pairs	meter	18
	3.2	100/200Pairs	meter	70
	3.3	400 Pairs	meter	92
	3.4	800 Pairs	meter	110
	3.5	1200 Pairs	meter	140
4		Recovery of cables & GI pipes from culverts/bridges		
	4.1	cable& GI pipes/culvert	meter	100
	4.2	cable& GI pipes/bridges	meter	80
5		Recovery of copper cables from culverts/bridges cable +GI pipes or posts (Including handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)		
	5.1	Upto 50 Pairs	meter	73
	5.2	100/200 Pairs	meter	84
	5.3	400 Pairs	meter	121
	5.4	800 Pairs	meter	139
	5.5	1200 Pairs and above	meter	141
6		Dismantling , Recovery and transportation of Old Pillar shell	nos	800
7		Dismantling of cables from MDF in BSNL own buildings (transportation not required)		
	7.1	50 Pairs	meter	14
	7.2	100/200 Pairs	meter	23
	7.3	400 Pairs	meter	53
	7.4	800 Pairs	meter	67
	7.5	1200 Pairs and above	meter	69
8		Additional charges for transportation (per Km per load) of all above except sl.no.6 for distance beyond 20 Kms	km	60
9		Monitoring of external agency work man days (8Hours)	Job	500

**ANNEXURE-II  
BIDDER'S PROFILE**

Passport size  
photograph  
of the tenderer  
/authorized signatory  
holding power of  
attorney

1	Name of the bidder/Firm	
2	Address of the firm	
3.	Telephone No.(with STD code)	
4.	Mobile No.	
5	E-Mail Address	
6	Correspondence Address	
7	Registration & incorporation particulars of the firm (Please attach attested copies of documents of registration / incorporation of your firm with the competent authority As required by business law)	
•	Proprietorship	
•	Partnership	
•	Private limited	
•	Public limited	
8	Name of Proprietor or Names of Partner or Names of Directors	



9	Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):	
10	PAN No	
11	GST Registration No	
12	Has the firm been blacklisted by any Organization? If so, attach details thereof.	
13	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender?(Write YES or NO)	

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

Place

Date

Signature of Tenderer /Authorized Signatory:

Name of the Tenderer:

Seal of the tender

**ANNEXURE-III  
UNDERTAKING & DECLARATION**

**III- 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 anytime, 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 Bidder

Place:..... Name of Bidder  
Along with date & Seal

**III (B) UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED**

I.....S/o..... R/o  
.....do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the Tender No: -----& date. And I also declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Signature of bidder with date and seal

**III (C) DECLARATION (NON-BLACKLISTED)**

I.....S/o..... R/o.....  
Do hereby confirm that the firm/company..... has not been debarred and/or  
Blacklisted by BSNL/State/Central Government/ any PSUs.

Signature of bidder with date and seal

**III (D)-CERTIFICATE FOR TENDER DOCUMENT DOWNLOADED FROM INTERNET**

"I.....(authorized signatory) hereby declare that the tender document submitted has been  
downloaded from the website "http://www.keralatelecom.com , and **no addition / deletion / correction** has been  
made in the downloaded tender document.

**Signature of tenderer/Authorized Signatory**

Place:.....

Date:.....

Name of the Tenderer.....

Seal of the Tenderer

**III(E) DECLARATION FOR NO NEAR RELATIONSHIP CERTIFICATE**

(to be submitted in the name of all the board of directors)

(Format of the Certificate to be given as per the Clause 16 of Section-3 Part-B by the bidder in respect of status of employment of his/her near relation in BSNL)

"I..... S/o.....hereby certify that none of my relative(s) as defined in the Tender document is/are employed in BSNL unit as per details given in tender document. 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".

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

Place Signature of tenderer/Authorized

Date Signatory

Date Name of the Tenderer

Seal of the Tenderer.

**ANNEXURE-IV**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING EVENT**

(To be typed preferably on letterhead 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 Chamber of AGM(Tender), O/o CGMT, BSNL, Kerala Circle, Trivandrum-33.

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

.....

i. Signature of the Representative

.....

Bidder  
Name of the Representative

Signature of Bidder/ Officer authorized to sign on behalf of the

.....

2. Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

**Note** 1 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE-V  
BID FORM**

Dear Sir,

1. Having examined the Terms and conditions of contract and specifications including addenda, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of “**Recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA in Kerala Circle**”, in conformity with said conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.
2. Bid submitted by us is properly encrypted 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 submit the securities as per the conditions mentioned in the contract.
6. We undertake, if our Bid is accepted, to execute the work in accordance with specifications time limits & terms and conditions stipulated in the tender document/Agreement/Work orders.
7. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Dated..... day of. 2024

Signature.....

Witness

Signature.....

Name.....

Address.....

Name.....

In the capacity of.....

Duly authorized to sign the bid for

and on behalf of.....

**ANNEXURE-VI**

**A. PROFORMA for the EMD/BID Security Guarantee**  
(To be typed on Rs.200/- non-judicial stamp paper)

**Sub: Bid Security/EMD guarantee.**

1. 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..... (here after known as the  
"Validity date") in favour of CGM, BSNL, Kerala Telecom Circle, Trivandrum (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 hereinafter 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 favour of "AO (Cash) O/o CGMT, BSNL Kerala Circle Trivandrum-33 payable at Trivandrum
- 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 numbers .....



**ANNEXURE -VI**

**B. For the BIDSECURITY/EMD In form of Insurance surety bond**  
(To be submitted on Rs.200/- non-judicial stamp paper

**Sub: 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 .....(e.g. CMGT BSNL Kerala Circle, Trivandrum-33 )(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 issuedvide 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.

- 6. Notwithstanding anything herein contained:
  - (a) The liability of the Surety under this Surety bond is restricted to the **“Surety Amount”** and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety 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 Surety Bond, the same shall be paid through Banker’s Cheque in favour of **“AO (Cash) O/o CGMT BSNL Kerala Circle,”** payable at Trivandrum or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
- 8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: .....

Date: ..... (Signature of the Insurance Company Officer)  
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: .....

Name of the officer: .....

Designation: .....

Official Email ID:.....

Complete Postal address of Insurance Company: .....

Telephone Numbers .....

Fax numbers .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

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

**ANNEXURE -VII**  
**(A) PROFORMA FOR THE PERFORMANCE GUARANTEE**

(To be typed on Rs.200/- non-judicial stamp paper)

Dated: .....

**Sub: Performance guarantee.**

1. Whereas CGM, BSNL, Kerala Telecom Circle, Trivandrum 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 CGM, BSNL, Kerala Telecom Circle, Trivandrum for 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 arbitration 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 "AO (Cash) O/o CGMT, BSNL Kerala Circle Trivandrum" payable at Trivandrum

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 .....

E-mail: .....

**ANNEXURE -VII**

**B. For Performance Guarantee Surety Bond**

(To be submitted on Rs.200/- non-judicial stamp paper)

<p><b>To ,</b> CGMT BSNL , Kerala Circle, PMG Junction Trivandrum-33.</p>	<p>Surety Bond No : .....</p> <p>Surety Bond Issue dt : .....</p> <p>Surety Bond Amt. :INR .....</p> <p>Bond Valid upto : .....</p> <p>Bond Claim Period : .....</p>
---	--

Dear Sir / Madam,

Whereas .....( e.g. **CGMT BSNL Kerala** Circle, PMG Junction, Trivandrum-33.(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 .....( e.g. **CGMT BSNL Kerala** Circle, Trivandrum) 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 arbitration 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 “AO (Cash) O/o CGMT BSNL Kerala Circle” payable at Trivandrum 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).....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

.....

.....

**ANNEXURE -VIII  
AGREEMENT [DRAFT]**

(To be executed on Rs.200/- non-judicial stamp paper)

**The successful Bidder shall have to execute the following agreement:**

**Agreement for recovery of damaged / underutilized copper cables of different capacities, in Alappuzha BA in Kerala Circle.**

**Ref.NO: T.E No: KRLCO-23/11(19)/48/2024-MM/ Dated at TVM the 27-12-2024**

This agreement is made on this day.....of.....month.....Year between CGMT BSNL Kerala Circle, Trivandrum a unit of M/s Bharat Sanchar Nigam Limited, a company registered under the Companies Act 1956 having license to provide all types of telecom services and having its registered office at BSNL BHAVAN, HC Mathur Lane, Janpath Road, New Delhi - 110 001 (herein after called the BSNL) of the ONEPART

The term "BSNL" unless repugnant to the context, shall include its successor and persons nominated or appointed by BSNL and interlaid, deal with supervision of the execution of the agreement (**contract manager**).

AND

M/s.....represented by \_\_\_\_\_ having the registered office at .....

Herein after called CONTRACTOR which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART for recovery of damaged / underutilized copper cables of different capacities in **Alappuzha BA** in Kerala Circle. The term/expression "Contractor" shall, unless repugnant to the context, include its include its successors/assignees, heirs, executors, administrative representative, merged companies/amalgamated companies and legal representatives/successor in interest (the second Party to the agreement)

BSNL and the Contractor which are parties to this agreement shall be collectively be referred to as "the Parties" and individually as "Party" WHEREAS the Contractor has made the offer to duly comply with all the provisions, terms and conditions of the aforesaid tender and its clarifications pertaining to Service contract for **recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA** after making himself fully aware and understanding fully the implications of the terms and conditions mentioned thereof and submitted the acceptance of the APO issued vide No. .... vide their letter..... submitting also the required performance security vide BG/insurance no: \_\_\_\_\_ date:\_\_\_\_\_ with validity\_\_\_\_\_ .

AND WHEREAS pursuant to the understanding of the Parties the Contractor has agreed for **recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA** as per the scope of the work.

- 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.
- The contractor hereby declares that nobody connected with or in the employment of the Corporation of Telecommunications/DTs/BSNL is not/shall not ever be admitted as partner in the contract.
- 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 BSNL having bearing on execution of work and payments of work to be done under the contract.

NOW the AGREEMENT WITNESSET Has follows:

1. **EFFECTIVE DATE OF CONTRACT:** This Agreement will be effective from.....
2. **PERIOD OF CONTRACT:** This Agreement shall remain in force for a period of One Year from the date of start of CONTRACT i.e. with effect from ..... (“CONTRACT Period”) recovery of damaged / underutilized copper cables of different capacities in **Alappuzha** BA in Kerala Circle as per the scope of work.

**3. EXTENSION OF THE CONTRACT**

The BSNL reserves the right to extend the contract period further for a period maximum of One year duration with the same contractor after the expiry of the CONTRACT period (in multiple of six months). The payment of the same will be made on the same rates with the applicability of all terms and conditions as mentioned in this agreement and the bid document. The contractor(s) shall submit the requisite Performance Bank Guarantee equal to the 5% amount of CONTRACT charges of one year/six months and having validity of 12/18 months, as the case may be.

4. During the contract period the BSNL has every right to terminate the contract at anytime with 15 days of notice.

Sl. No.	Item Description	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	<b>Cable Recovery</b>				
1.0	<b>Recovery of damaged / underutilized copper cables of different capacities in Alappuzha BA in Kerala Circle</b>	JOBS			INR in words
<b>Total in Figures</b>					INR in words
<b>Quoted Rate in Figures</b>		<b>Select (+ or -)</b>	<b>Quoted %</b>	<b>INR amount in figures with respect to the quoted percentage</b>	INR in words
<b>Quoted Rate in Words</b>		<b>INR amount in words with respect to the quoted percentage</b>			

5. Service to be provided by the contractor or his/her representatives at the rates with respect to the quoted percentage. (Quoted Percentage applicable to all the SoR items for bill process the rates with respect to the quote is as follows).



**Schedule of Rates (SoR) as per quote**

Sl. No	Item code	Description of item	Unit of measure	Price (in Rs.) as per quote (Excl. GST)
1		Excavating Trenches <b>for recovery of cables</b> ; Including back filling, compacting (after recovering the Cable(s) )and removing excess earth from site.	meter	
2		Recovery of Old Directly buried Cables and Pipes (Including , handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)		
	2.1	Upto 50 Pairs	meter	
	2.2	100/200 Pairs	meter	
	2.3	400 Pairs	meter	
	2.4	800 Pairs	meter	
	2.5	1200 Pairs and above	meter	
3		Recovery of cables from ducts/GI pipes/chamber by back pulling (Including handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)		
	3.1	Upto 50 Pairs	meter	
	3.2	100/200Pairs	meter	
	3.3	400 Pairs	meter	
	3.4	800 Pairs	meter	
	3.5	1200 Pairs	meter	
4		Recovery of cables & GI pipes from culverts/bridges		
	4.1	cable& GI pipes/culvert	meter	
	4.2	cable& GI pipes/bridges	meter	
5		Recovery of copper cables from culverts/bridges cable +GI pipes or posts (Including handling and transportation charges to the nearest store location specified in the work order upto 20 Kms)		
	5.1	Upto 50 Pairs	meter	
	5.2	100/200 Pairs	meter	
	5.3	400 Pairs	meter	
	5.4	800 Pairs	meter	
	5.5	1200 Pairs and above	meter	
6		Dismantling , Recovery and transportation of Old Pillar shell	nos	
7		Dismantling of cables from MDF in BSNL own buildings (transportation not required)		
	7.1	50 Pairs	meter	
	7.2	100/200 Pairs	meter	
	7.3	400 Pairs	meter	
	7.4	800 Pairs	meter	
	7.5	1200 Pairs and above	meter	
8		Additional charges for transportation (per Km per load) of all above except sl.no.6 for distance beyond 20 Kms	km	
9		Monitoring of external agency work man days (8Hours)	Job	

6. **Following are the Scope of work as per contract** :-The scope of works shall broadly consist of following:

**1. RECOVERY OF DAMAGED / UNDERUTILIZED CABLE:**

- i. Excavation of trenches for recovery of damaged / underutilized cables – In case of multiple cables in the same route in different trenches (ie beyond the normal trench width of 30cm) separate trenching can be claimed for each cable.
- ii. Recovery of damaged / underutilized cables of various capacities mentioned in the work order from the trenches /pipes /Ducts and are to be coiled properly (in case of continuous and reusable cable) and transported to the nearest store location as specified in the work order after recording the length and size of cable .The recovered cables are to be handed over to the in charge of the store mentioned in the work order with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt in case of continuous and reusable cable. In case of damaged pieces of cables the weight of the cables (capacity wise) are to be recorded and mentioned in the receipt while handing over the same to the store in charge].  
**(While quoting the rate for recovery of cables, the rate should include handling and transportation charges to the store location specified in the work order for 20Km also and additional charges should not be claimed by the contractor for the same. In case if the store location is beyond 20Km additional transportation charges can be claimed.)**
- iii. Back filling and compacting (if required) of the excavated trenches according to specifications and removal of excess earth from the site.

**2. RECOVERY OF DAMAGED / UNDERUTILIZED CABLE LAID IN DUCTS/GI PIPES/CHAMBER BY BACK PULLING –TRENCHING NOT INVOLVED.**

Recovery of damaged / underutilized cables of various capacities laid in ducts/GI pipes chamber where no trenching is required. Details of the cable size, length and location will be mentioned in the work order .Recovered cables from the Ducts/Chamber and are to be coiled properly and transported to the nearest store location as specified in the work order after recording the length and size of cable. The recovered cables are to be handed over to the in charge of the store mentioned in the work order with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt]. In case of damaged pieces of cables the weight of the cables (capacity wise) are to be recorded and mentioned in the receipt while handing over the same to the store in charge]. While quoting the rate for recovery of cables, the rate should include handling and transportation charges to the store location specified in the work order for 20Km also and additional charges should not be claimed by the contractor for the same. In case if the store location is beyond 20Km additional transportation charges can be claimed.

**3. RECOVERY OF DAMAGED / UNDERUTILIZED CABLE AND GI PIPES or POSTS LAID ALONG CULVERTS/BRIDGES**

Recovery of damaged / underutilized cables and GI pipes or posts of various capacities laid along culverts/bridges. Details of the cable size, length and location will be mentioned in the work order. Recovered cables and GI pipes or posts from the culverts/bridges are to be coiled properly and transported to the nearest store location as specified in the work order after recording the length and size of cable and pipes/posts. The recovered cables are to be handed over to the in charge of the store mentioned in the work order with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt]. In case of damaged pieces of cables the weight of the cables (capacity wise) are to be recorded and mentioned in the receipt while handing over the same to the store in charge]. While quoting the rate for recovery of cables, the rate should include handling and transportation charges to the store location specified in the work order for 20Km also and additional

charges should not be claimed by the contractor for the same. In case if the store location is beyond 20Km additional transportation charges can be claimed.

**4. RECOVERY OF PILLAR SHELL:**

Dismantling Pillar shell from the plinth using JCB, reinstatement of the Pillar pit/location and transporting the pillar shell and accessories to the nearest store location upto 20 Km and separation of the cables from the Pillar shell. Details of the Location and size of the pillar shell will be mentioned in the work order. Recovered items are to be transported to the nearest store within 20 Km as mentioned in the work order after recording the numbers of items recovered. The recovered items are to be handed over to the in charge of the store mentioned in the work-order with proper receipt and acknowledgement on daily basis.

**5. DISMANTLING OF VARIOUS CAPACITY CABLED FROM MDF OF BSNL OWN BUILDINGS-TRANSPORTATION NOT INVOLVED:**

Dismantling of various capacity cables from MDF of BSNL own buildings. Details of the cable size, length, and location will be mentioned in the work order .Dismantled cables are to be coiled properly stored safely in same location. Recording the length and size of cable and handed over to the in charge with proper receipt and acknowledgement on daily basis [The length and size of cable are to be mentioned in the receipt].

**ANNEXURE-IX  
E-PAYMENT MANDATE FORM**

To,

The Tender inviting authority BSNL,

Kerala Circle.

Sir,

Kindly pay any amount due to me/us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and the payments shall continue to be made in my/our below mentioned account till a change is requested by me/us. The Service Charges, if any, levied by the bank will be borne by me/us. I/We also declare that the particulars given below are correct and complete. If the transaction is delayed or not effected at all for incomplete information, I/we would not hold BSNL responsible.

Date:

Name & Signature of the Authorized signatory with seal

1	Name of the Tenderer/Company/Firm	
2	Address	
3.	Name of the Bank & Branch	
4	Name of Account Holder	
5	Branch Code	
6	Bank's IFSC Code	
7	Type of Account	
8	Account Number	
9	Bank Address	
10	Bank Telephone Number (&Code)	

**(To be filled in by the Bank Authorities)**

Certified that the particulars furnished above are correct as per our Records

Bank Seal.....

Signature of the Manager/Authorized Officer. Date:

**ANNEXURE-X  
VENDOR FORM**

Sl.No	Particulars	
1.	Vendor Code	
2	Vendor Name	
3	Type of Vendor ie. Whether registered or unregistered	
4	State wise registration addresses of the Vendor (incase Vendor has multiple state operation)	
5	State of registration along with Pin code	
6	PAN No. of Vendor	
7	GSTIN No. Of the registered vendors(if registered in Multiple state, listing of all GSTINS under which invoices are raised by vendors)	
8	Status of Vendor, ie. Whether SEZ, EOU, DTA, Government, Local Authority	
9	List of Goods and Services provided by Vendor	
10	HSN Code for goods/SAC for services supplied by each vendor	
11	GST Compliance rating(optional)	
12	Whether supply is exempt/nontaxable	
13	Whether reverse charge scheme applicable (YesorNo)	
14	Whether compounding scheme applicable (Yes or No) Incuse purchase is from dealers under composition scheme GST Cost will be inbuilt in supply and vendor will not Charge GST Separately	
15	Whether TDS applicable(Yes/No)	
16	Email address of vendor	
17	Phone no. of vendor	
18	Mobile no. of vendor	

**ANNEXURE -XI  
CHECK LIST**

<b>Sl. No</b>	<b>Documents to be closed</b>	<b>Yes/No</b>	<b>Page no of Bidder's document</b>
1.	Self attested copy of Certificate of Registration of the firm or Attested copy of partnership deed in case of partnership firms or Attested copy of Certificate of incorporation in case of Ltd., company. (Not applicable in case of individuals)		
2.	Valid MSME certificate		
3.	Proof for Cost of Application form, if applicable		
4.	EMD as per NIT, if applicable		
5.	Labour License issued by the labour Enforcement office/Ministry of Labour if available or declaration for submission of the same within one month from the date of award of work if applicable.		
6.	EPF Registration certificate with EPF code number and Latest EPF payment challans copy in respect of previous work if applicable or declaration for submission of the same within one month from the Date of award of work if applicable		
7.	ESI Registration certificate with ESI code number and Latest ESI payment challans copy in respect of previous work if applicable or declaration for submission of the same within one month from the Date of award of work if applicable		
8.	GST Registration Certificate if applicable		
9.	Near relative certificate		
10.	Letter of authorization (If required)		
11.	Bidder's profile and Questionnaire		
12.	Experience certificate		
13.	Self declaration stating that the tenderer is not blacklisted by GST Authorities.		
14.	Pan card/ Latest IT Return		
15.	BID form		
16.	All pages of the Tender Document to be signed by the bidder.		
17.	Power of Attorney (PoA) & authorization for executing the power Of Attorney in accordance with Clause 8 of Section 3 Part B		
18.	Copy of Articles and Memorandum of Association or Partnership Deed or proprietorship deed as the case maybe.		
19.	Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.		
20.	Undertaking and declaration as per Annexure III A		
21.	No deviation statement or clause by clause compliance statement As per Annexure III B.		
22.	Audited financial statements or Turnover certificate duly certified by their CA with <b>UDIN number</b>		
23.	Vendor Form as per Annexure X.		
24.	Checklist signed and duly filled in.		

**ANNEXURE-XII  
DEED OF INDEMNITY**

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

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

**TO AND IN FAVOUR OF**

**Bharat Sanchar Nigam Limited**, through the BSNL Kerala Circle O/o CGMT, Trivendrum-33 (here in after 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 Enquiry No..... (herein after Referred to as ‘Tender’) for the purpose .....

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:

- 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.

. 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-contract or in the process of fulfillment of required obligations during contract period.

- a. 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: 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.  
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.  
The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.  
This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**(Authorized Signatory) Date:.....**

**Place:.....**

**<<Name of the Bidder>>**

**Witness 1:**

**Witness 2:**



**ANNEXURE-XIII**

**Pro-forma of Material Security Bond Form**

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

Whereas .....<Contract awarding authority> (hereinafter referred to as BSNL) has issued an Award Letter no..... Dated...../...../20..... for awarding the work of underground Cable recovery in **Alappuzha** BA to M/s ..... (hereafter referred to as “Contractor”) and the BSNL has asked them to submit a bank guarantee, towards material security, in favour of ..... O/o ..... of Rs. \_\_\_\_\_/- (hereafter referred to as “BG. Amount”) 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 arbitration proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on part of BSNL or any

indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 5. Notwithstanding anything here in 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/ Insurance Security Bond/ NEFT/RTGS in favour of AO (Cash), <Name of the BSNL Office>.
- 7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....