

E-TENDER DOCUMENT FOR

LAYING PLB PIPE FOR OFC & ASSOCIATED WORK IN CUTTACK TELECOM DISTRICT

No. PLG/N-53(II)/2021-22/Part-II

Dated 20.06.2022



**BHARAT SANCHAR NIGAM LTD.
(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE GENERAL MANAGER TELECOM. DISTRICT,
C U T T A C K – 7 5 3 0 1 2**

Total number of Pages: -50

Read, understood , complied & agreed

Signature & seal of bidder with Date

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SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT, CUTTACK-753012
NOTICE INVITING TENDER

NIT No. PLG/N-53(II)/2021-22/Part-II/

Dated 20.06.2022

Digitally sealed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by General Manager, Cuttack Telecom District in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of BSNL from the experienced contractors for laying PLB pipe for OFC & associated work in Cuttack Telecom District

S No	Item	Particulars
1	Tender Notice No & date	PLG/N-53(II)/2021-22/Part-I/ dtd 28.01.2022
2	Tender item	For laying PLB pipe for OFC and associated work in Cuttack Telecom District
3	Tender Document can be downloaded from date	<u>20.06.2022</u>
4	Date of receipt of queries from bidders	Up to 17.00 Hrs of <u>27.06.2022</u>
5	Reply of queries by BSNL	Before 17.00 Hrs of <u>02.07.2022</u>
6	Last Date & time of Submission of tender	Up to 17.00 Hrs of <u>11.07.2022</u>
7	Date & Time of Opening of Tender (Technical Bid only)	<u>12.07.2022 at 11:00 Hrs</u>
8	Amount of Bid Security (EMD) as referred in Section II .	In the form of crossed DD drawn on any Nationalised / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)
9	Cost of Tender Form	As per Section-II Non- Refundable. The payment will be accepted in form of crossed DD drawn on any nationalized / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)
10	Zone wise estimated cost and EMD	As per Section-II
11	Period of contract	One year from the date of agreement & extended period as per provision

Note-1: Procurement under this tender would be in accordance with 'Public procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products.

Note:- 2 Exemption in Cost of Tender Documents and EMD under MSME is permitted, if the registration is for tendered item with other eligibility condition as per MSME provision.

Note:- 3 In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal.

2(a) The Tender document can be downloaded from the website: <https://etenders.gov.in/eprocure/app> &

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www.odisha.bsnl.co.in and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) shall have to be submitted in form of DD to AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1st Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or through regd/speed post) before the scheduled date and time of submission of the tender **or** through online Banking/RTGS/NEFT as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL, O/o GMTD Cuttack
Account Number	(CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	agmplgbsnlck@gmail.com
Contact No	0671-2304440, 9437960466

The scanned copies DDs / E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal.

- 2(b) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 3(a) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(b) Bidders may note that the tender document can be downloaded from the website <https://eprocure.gov.in/cppp> or following the “Tenders” link of the website www.orissa.bsnl.co.in/cuttack, Crossed DD / Bankers cheque drawn on any Nationalized/Scheduled bank in favour of the **A.O. (Cash), BSNL, O/o GMTD, Cuttack** and payable at Cuttack as per Section-II shall have to be submitted as per procedure prescribed in **Para-42 (b) of Section V** towards tender fee *failing which the tender bid will be liable for rejection*. The bidder can make **E-payment** as per instruction 2(a).
- 3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site <https://eprocure.gov.in/cppp> as per **Annexure – B of Section IX**.
- 3(e) In case of any correction/ addition/ alteration/omission is found in the submitted tender document; the tender bid shall be treated as non-responsive and shall be rejected.

4. Experience Certificate

The bidder should have experience certificate of amounting as mentioned in **Section-II** for the zones applied for, satisfactory working of OFC & UG cable laying work during last 3 years (i.e. 2018-19, 2019-20 & 2020-21) and current year in BSNL/MTNL/BBNL/Central PSU, issued by an officer not below the rank of DGM level officer.

5. (a) **Elegibility criteria:-** The bidder should have the following eligibility

a) Registered firm/company/Individual, b) Experience as per clause 4(a), c) valid PAN card & upto date Income Tax return, d) valid labour licence from central labour commissioner office or an undertaking should be given (reference Clause No 16), e) valid EPF registration & upto date payment challan, f) valid ESI registration & upto date payment challan, g) valid GSTIN registration & latest return of GSTIN/Service Tax, h) certificate for PWD/irrigation license for carrying out construction work issued from State Govt.

(b) The documents as listed out in **Section VIII** should be uploaded in the E-Tender Portal. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

6. BSNL has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

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However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Room No. 208, 1st Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

7. Incomplete, ambiguous, Conditional tender bids are liable to be rejected.

8. General Manager Telecom District Cuttack reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender. GMTD Cuttack reserves to right the cancel the tender at any stage without assigning any reason. The BSNL reserves right to disqualify such bidders who have a record of not meeting contractual obligation against earlier contract entered into with the GMTD, Cuttack or any other BA.

9. All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly attested/signed by the issuing organization.

10. All statutory taxes as applicable shall be deducted at source before payment.

11. Each bidder must have to create customer ID in marketing section and submit to receive document fee and EMD as per GSTIN requirement in ERP.

12. In case of 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 (exemption from tender fee and EMD) available to MSEs as contained in Public procurement Policy for MSEs, URN certificate should broadly cover the Equipment/services offered in Tender.

Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee & EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the tender items.

13. Bidder's must be Class-I Local supplier and Class-II Local supplier in pursuance to Department for Promotion of Industry and Internal Trade order no: P-45021/2/2017-PP (BE-II) dt 16/09/2020 (Proof document- Self Certification as format given as Annexure D of Appendix-2 of Section IV or Certificate as per clause 1.5(b) of Appendix-2 of Section-IV as the case may be.

14. Registered with competent authority (Registration committee constituted by Department for Promotion of Industry and Internal Trade, Govt of India) in pursuance to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 on grounds of Defence of India and National Security, which are detailed in Appendix of Section-1.

15 : If an authorized supplier bids on behalf of manufacturer then following prescribed Certificates are to be submitted by both manufacturer and authorized supplier.

i. Self-Certification as format given as Annexure of Section X.

ii. Certificate as per applicability stated in tender document, in pursuant to Rule 144(xi) GFR 2017.

16. Successful bidder should submit valid labour license within 30 days of issue of work order.

**DGM (Rural, Plg & Trans)
O/o GMTD, BSNL Cuttack**

Read, understood , complied & agreed

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SECTION-II
ZONE WISE ESTIMATED COST, BID SECURITY (EMD) & OTHER ITEMS

Zone No	Name of the SDOT/P	Work to be carried out in KMs	Tender cost Basic value + 18% GST (In Rs)	Estimated cost	Experience (35%)	EMD (2%)
4	SDT JJPT	10.97	590.00	27,98,666.00	9,79,533.00	55,973.00
8	SDOT SLPR	6.44	590.00	16,42,973.00	5,75,040.00	32,859.00

Note:- 1 The amount stated above are approximately estimated and BSNL reserves the right to vary the amount to the extent of -25 % to +25 % of specified amount at the time of award of the contract without any change in approved price & other terms & conditions.

Note:-2 The zones as mentioned above are individual tenders. So, the finalization of each zone is independent to others.

Note: - 3 A bidder can quote for maximum 2 zones (but two zones on total will be awarded to a particular successful bidder which includes already floated six zones, those are Zone-1 Cuttack City, Zone-2 SDOT Cuttack, Zone-5 SDOT Jajpur Road, Zone-6 SDOT Kendrapara, Zone-3 SDOT Jagatsinghpur & Zone-7 SDOT Paradeep and current two zones as above in the table).

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SECTION-III**JURISDICTION OF CONTRACT**

The jurisdiction of the contract shall be for Zone-wise. The Telephone Exchanges areas in different zones shall be as under. If any additional telephone exchange is planned, the same shall be included in the zone in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

Sl	Name of the Sub-Division(s)	Zone No.	Name of the Exchange
4	Jajpur Town	Zone-4	Ahiyas, Alakunda, Angalo, Bari, Baulanga, Binjharpur, Dasarathpur, Jajpur Town, Kandihat, Mohanty Patana, Nandipur, Paripada, Rambag, Singhpur, Sujanpur etc.
8	Salipur	Zone-8	Bahugram, Durgapur, Goudgop, K. Jaipur, Katikata, Kuanpal, Kusupur, Mahanga, Mouda, Narendrapur, Nemalo, Nischinta Koili, Salipur & Sunguda etc.

Note:- The above zone area is provisional. It may include/exclude any other area as and when required in future due to administrative reason.

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SECTION-IV**SCOPE & SPECIFICATIONS FOR CONSTRUCTION OF OPTICAL FIBER CABLE WORK**

The Detailed Optical Fibre construction Specifications are given as follows and the bidders are advised to go through the specification before quoting for bid.

THE WORK INVOLVES :

- a) Excavation of trench upto nominal depth of 165 cms, width 45 cm according to Construction Specification along National/State Highways and also in city limits as mentioned in the notice inviting tender.
- b) Laying of PLB pipes and drawing of nylon rope through the same as per Construction Specification.
- c) Laying of GI and/or RCC pipes as additional protection for the PLB pipes at rail/road crossings, built up area/city limits, on culverts, bridges and also stretches where depth of the trench is less than 120 cms. as per construction specifications.
- d) Chambering or concreting according to construction specification, wherever required.
- e) Reinstatement of the excavated trench according to Construction specification.
- f) Fixing of MS Clamps for suspending GI pipes/GI troughs at culverts, bridges and/or chambering or concreting for GI pipes or troughs wherever necessary.

This tender is a rate contract for laying of OFC in various sections of Cuttack telecom District for installation of OFC.

1. TRENCHING

(a) Digging trench and laying of OF cable in different sections under the jurisdiction of General Manager, Telecom Dist, Cuttack. The work broadly consists of the following components:-

(b) Excavation of trench measuring 45 cm width & depth of 165cm in all places of Cuttack Telecom Dist .The excavation also involves clearing of bushes, cutting roots of trees that may lie along the route of the cable trench and throwing out stones and boulders that may be dug up during the process of trenching.

(c) In the scheduled rate given in financial bid the rate for excavation & back filling is given for all kinds of soil except rocky soil& separate rate for excavation & back filling of rocky soil. However *the rate for rocky soil is meant for exceptional cases where chiseling has to be done for excavation. The portion of rocky soil should be duly certified by the concerned AGM.*

(d) In case of digging trenches of lesser depths, the contractor would be paid lesser amounts based on the following formula.

Depth of OF cable trench (in cm)	Percentage of approved rate accorded
165	100
150 to 164	95
130 to 149	87.5
100 to 129	75
Less than 100	60

The rate mentioned above will be taken, as that for a trench of 165 cm and proportionate calculation will be done based on this rate.

For example:

Let the rate approved = Rs. 40.00 for 165 cm depth and let the actual trench is of depth 120 cm, then the rate will be Rs. 40.00 x 0.75 = Rs.30.00 (for depth 165 cm). Then the applicable amount payable for the depth 120 cm per meter will be Rs.30.00 x 120 / 165 = Rs.21.82 per meter. Prior permission to lay cable at lesser depth in exceptional cases need to be taken from concerned DGM.

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2 LAYING, STRENGTHENING OF HDPE/PLB PIPE

a) After excavation of trench as per specification, proper leveling of bottom should be done for the HDPE/PLB pipe that has to be laid in the trench as supplied by BSNL. A layer of soft soil of not less than 5 cms is to be used for leveling the trench to ensure that the pipe when laid will follow a straight alignment along with the joints. The pipe should be as straight as possible and all bends and gradients or change of depth should be gradual.

b) The pipes should be jointed properly & nylon ropes of dia 4 mm (to be supplied by the contractor) pulled through the pipes & kept inside tied on suitable weight so that the ends of the rope are easily accessible at the pipe end. Both the end of the pipeline section shall then be securely sealed by suitable cover supplied by BSNL. The next length of pipe shall be laid leaving a gap of two meters.

c) A gap of two meters as mentioned above may also be kept at every bend so that the pipe line may be taken as will be directed by the officer in charge at site. Water present in the trench at the time of laying the pipe & jointing shall be pumped out by the contractor before lowering in the pipe to ensure that no mud or water gets into the pipe during the process with his own expenses

3. Laying of 100 mm dia RCC spun pipes/RCC split pipes/80mm GI pipes (to be supplied by BSNL)

100 mm dia RCC spun pipes/RCC split pipes are to be laid over HDPE/PLB/PLB pipes for extra protection especially in the routes where other cables, PHD/PWD pipes, densely populated areas, low depth areas as per the instruction of concerned AGM. The 80 mm GI pipes are to be inserted in all road borings & culverts where concreting are to be done over the GI pipes. However the portions where such GI pipes are laid, HDPE/PLB/PLB pipes of 50 mm dia are to be inserted in the GI pipes. The contractor shall exercise all care to ensure that pipes that are laid are not subjected to any strain.

4. CONCRETING

The specification of cement concrete is 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size). The dimension of concrete is 15cmx15cm for laying one PLB.

Concrete is to be made in all culverts in the route over the GI pipes & HDPE/PLB pipes. However in some of the exceptional cases where proper depth cannot be maintained concrete has to be done with prior permission of concerned AGM. While submitting the bills the certificate from concerned authority for the concreted portions is to be given with proper marking in the diagram.

5. ROAD BORING

In case of road crossings, the pipes shall be laid by punching/boring the road without damaging the road surface. The 80 mm GI pipes are to be inserted in all road borings & HDPE/PLB/PLB pipes of 50 mm dia are to be inserted in the GI pipes.

6. FIXING OF ROUTE / JOINT INDICATORS

The route/ joint indicators are to be co-located with each manhole/ joint chamber. In addition route indicators are also to be placed where route changes direction like road crossings etc. The route indicators must be provided at every 200m span. The route/ joint indicators made of pre-cast RCC should have the following dimensions:

Base - 250mm X 150mm

Top - 200 mm X 75mm

Height - 1250mm

The word ' BSNL OFC' should be engraved on the route/joint indicators. The route indicators are painted yellow and the same are placed at 2ft. away from the center of the trench towards jungle side. The joint indicators are placed at OFC joints and placed 1ft. away from wall of the joint chamber facing jungle side and are painted red. The engraved word 'BSNL OFC' should be painted in white, on route as well as joint indicators. Numbering of route indicators/ joint indicators should also be done in

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white paint. The numbering scheme for route indicators will be joint No./Route Indicator No. for that joint. For example, 2/6 marking on a route indicator means 6th route indicator after 2nd joint. Additional joints on account of faults at a later date should be given number of preceding joint with suffix A B, C, D. For example sign writing 2A on a joint indicator means, additional joint between joint No.2 and 3. The numbering of existing route/joint indicator should not be disturbed on account of additional joints. Enamel paints of reputed brand should be used for painting and sign writing of route as well as joint indicators.

7. JOINT CHAMBER

The joint chamber is to be provided at every joint normally at a distance of 2 kms to keep the O.F.C joint well protected and also to keep extra length of cable which may be required in the event of faults at a later date. The joint chambers are to be of pre-cast RCC type. For fixing pre cast RCC chamber, first a pit of size 2m X 2m X 1.8m depth is required to be dug. Pre cast RCC chamber consists of three parts (i) round base plate in two halves of 140 Cm dia and 5 cm thickness (ii) full round RCC joint chamber with dia of 120 cm and height of 100 cm and thickness of 5 cm (iii) round top cover will be in two halves with dia of 140 cm and thickness of 5 cm having one handle for each half in center and word 'OFC' engraved on it. After, fixing the pre cast RCC joint chamber, the joint chamber is filled with clean sand before closing. Lastly, back filling of joint chamber pit with excavated soil will be carried out.

8. PULLING OF OF CABLE THROUGH THE PIPES

The OFC are to be drawn through the HDPE/PLB pipes with the help of nylon ropes already present inside the pipes from the sections (the distance between two sections should be approximately 200 metre). The contractor should be careful while pulling the cables to ensure no damage/stress to the OFC while pulling.

9 .Splicing(Jointing of OFC):-

Splicing is to be done by department/BSNL.

10 Horizontal Directional Drilling (HDD)

Horizontal directional drilling / boring and PLB HDPE pipe laying through it along road and under railway/ road/ canal/ streams crossing in all type of soil (including soft rock & Hard rock) at suitable depth including all civil works. Supply of all tested lifting tools and tackles other required equipment and consumable, labour etc. and making all such necessary arrangements are under vendor's scope. Total job has to be completed within time schedule mentioned in work order. The work involves boring/horizontal directional drilling (HDD) 40 mm dia for passing one PLB and 75mm dia for passing 2 nos of PLB and reinstating. The depth should be not less than 1.65 meter.

11. TRANSPORTATION OF STORES

The contractor has to transport stores (OF cables/HDPE/PLB pipes/GI pipes etc) from SDO (P)/SDOT store depot to the site by the contractor at his own cost. No separate charges will be allowed towards such transportation.

12. ACCEPTANCE TESTING.

The AGM of A / T wing or any other officer appointed by him has free access to do acceptance test to the site. The contractor shall render all possible assistance and facilities for the purpose of A/T to the officials concerned .The work executed by the contractors will be tested by A/T wing and defect pointed out will have to be attended immediately by the contractor. The final A/T report is to be submitted before submission of the bill for the work.

Procedure for Acceptance Testing

General: -

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

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

Offering the work for acceptance and testing: - The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A./T., shall offer the work to A/T Officer for conducting Acceptance Testing. The work shall be offered for A./T as soon as work in some of the sections on the O.F. route in all aspects is ready for being offered to A./T. The work against any work order can be offered for A./T in a number of such stages.

A. Acceptance Testing Schedules: - **The following tests shall be conducted for Acceptance and Testing:** -

- i). A/T of Trenching, Pipe laying and Protection.
- ii). A/T of Transmission characteristics of O.F. cable from end to end as prescribed in the T&D Circle A./T schedule
- iii). Fixing, Painting and Sign Writing of Route and Joint Indicators.
- iv) Certification of documentation.

B. Offering of works for Acceptance Testing: - **The work shall be offered for A./T in the offering Memo**

- i). Photocopy of complete work order containing technical, execution plans with work sanctioned and general details (attested by the SDE In-Charge of Cable Construction).
- ii). Line diagram of pipes laid.
- iii). Copy (Copies) of relaxation(s) issued by the competent authority, if any (attested).

13. To avoid the possibility of theft of exposed cable which is already laid earlier or partly laid, the contractor will be required to arrange his watchmen at cable trench at night time and all the days. The watchmen so employed for this purpose shall have to be paid for by the contractor himself. In case of loss of cable by theft at such open trenches, the contractor shall be liable to pay the compensation to the GMTD, Cuttack basing on the value of cable so stolen.

14. In case damage is caused to the existing cables by the labourers employed by the OF cable laying contractor the actual expenditure incurred for the restoration of the cable will be recovered from the contractor, including the cost of replaced portion of the damaged cables.

WORK COMMENCEMENT, SUPERVISION & MEASUREMENT.

1. The contractor has to commence the work after getting PO/work order issued by the concerned SDO duly approved by GMTD, CUTTACK. The work is to be commenced within seven days of issue of work order, which will be containing route map and details for executing the order. The work order may cover an entire route or a part of the route in which the cable to be laid. In case of jointing/allied works, details of the works will be indicated.

2. The time allowed is the essence of the contract and it is on the part of the contractor to ensure that the work is to be completed in all respects within the time as indicated in the work order.

3. The GMTD, CUTTACK reserves the rights to terminate the contract in the event of progress of

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cable laying works being found slow in comparison to the time allowed. There after, the GMTD, CUTTACK will be free to get the work done through any alternative agency to be decided by it. Any excess amount required to be paid to the alternative agency to carry out the works, shall have to be borne by the defaulting contractor. Otherwise it will be adjusted from the Security Deposit or any amount due from BSNL to him.

4. The GMTD, CUTTACK also reserves the right that in the event of the contractor failing to commence and complete the work in the specified time, the work will be awarded to any other alternative contractor. The difference in cost of the work thus completed will be payable by the defaulting contractor. Otherwise it will be adjusted from the S/D.

5. After the completion of the work, the work carried out by the contractor shall be measured by the supervisory officer, concerned JTO/ SDO or nominated by the GMTD, CUTTACK. The details of measurement will be entered in the measurement book and signed by both the contracting parties and their representatives jointly. The measurement books will be maintained by the representative of the GMTD, CUTTACK.

GUIDELINES TO THE TENDERS

1. The Tender must carefully read all the terms, conditions and specifications before filling up the tender schedule and his quotation.

2. The work involves excavations of trench up to a nominal depth of 1.65 meter and laying and jointing as per the decision of SDO/AGM -in-charge, and reinstatements of the excavated trench as per the details of construction specifications separately attached. The work is to be carried out along National Highway/State Highway/District roads/PWD Roads/Municipality Road etc.

3. THE WORK WILL INVOLVE EXCAVATION OF TRENCH IN VARIOUS SOIL CONDITIONS BROADLY CATEGORISED INTO TWO TYPES AS MENTIONED BELOW.

(A) NORMAL SOIL

(B) ASPHALTED SOIL/ ROCKY SOIL

4. The work is being awarded in sections. Work in each section is being treated as separate work covered by separate route. The terms, conditions and specifications are the same for all sections. Separate rate sheet is attached for each section and the rate is to be quoted for each section in the sheet attached.

5. The prospective bidders are advised to make a detailed survey of the sections for which they are bidding and familiarize themselves with the soil and terrain, so that the rate quoted take all factors into consideration. Contractors who are confident of executing the work in time by employing the required resources, men and materials, may only participate in the tender offer.

6. Contractors who are bidding for the work should have the necessary expertise, license for use of explosive for blasting operation or should obtain such licenses on their own at their cost.

7. It is possible, while evaluating the tender that the same contractor is the successful tenderer for more than one zone. In such case, work in more than one zone may be awarded to a contractor only if the GMTD, Cuttack is satisfied that the contractor has the capacity and resources to commence and execute the work in all places on schedule. The award of the work to more than one zone to the same contractor will be at the sole discretion of the GMTD, Cuttack. The selection of zones to be awarded in such cases will be decided by the department and binding on the contractor. If the contractor is offered work in more than one place he should carry out the work simultaneously in all the zones awarded to him.

8. The speed of execution of the work should be reasonable such that the contractor completes the entire works within the time schedule given in the work order which should be strictly adhered to.

Read, understood , complied & agreed

Signature & seal of bidder with Date

9. The attention of contractor is specifically drawn to the condition regarding realization of liquidated damages for delay and slow progress which will be strictly enforceable by the AGM.
10. No tents or any type of machinery or equipments or transport will be supplied by the department for carrying out any portion of the work. The contractor should be in a position to deploy any machinery or equipment or tools or transport to execute the job within the time schedule specified in the individual work order.
11. The tender document is to be read in totality in conjunction with construction specifications, instructions and guidelines to tenderer, condition of contract etc. and tenderer shall be deemed to have carefully examined and be satisfied with the nature and location of the work, the general and local conditions, the labour conditions prevailing thereof, the detailed description of the work to be done.
12. The quantities in the tender are approximate and are at the discretion of the GMTD Cuttack and are not to be taken firm figures. Any change so effected shall be binding on the Tenderer/Contractor as though included in the original tender schedule any such change will not make the agreement void and it is therefore, essential that the Tenderers, examine all the documents carefully and do not commit any mistake in analyzing the rate as the rates quoted shall remain binding notwithstanding changes as aforesaid and no revision of tendered rates shall be considered on any ground what-so-ever.
13. Before quoting the rates, the tenderer may visit the work site and should know all the difficulties of work at his own cost.
14. The rates quoted above, must include collection and transportation charges of all types of materials issued by the department from department stores to the work site.
15. The department will issue Lubricated Pipes, sockets, end caps, RCC pipes, Collars, G.I. Pipes, Iron rods, joint indicators. All other materials, nylon rope, tools tents should be arranged and borne by the contractor.
16. When normal depths of trench 165 cm can not be done for any reason pro-rate payment will be done.
17. Estimated quantity may vary as per actual site condition.
18. Specification for execution of work. As per enclosed specifications and route diagram given with this tender documents.
19. The General Manager, Telecom District, Cuttack reserves the right to reduce the contracted route length at any time due to bad workmanship or slow progress. He also reserves the right to increase, decrease or detail the scope of the work without assigning any reason.
20. The G.M.T.D., Cuttack also reserves the right to cancel the contract and award the work to any other contractors if the work is found to be unsatisfactory and also reserves the right to carry out work departmentally.
21. Rate per meter means rate per running meter.
22. Successful tenderer who has submitted security will be required to sign a contract agreement Bond with the Department before work is allotted to him/her/firm. If the successful tenderer fails to sign the contract agreement by the stipulated date, total security so deposited will be forfeited.
23. The G.M.T.D., Cuttack reserves the right to reject any or all the tenders without assigning any reason whatsoever and he is not bound to accept the lowest tender.
24. The conditional and incomplete tender papers are liable for rejection.
25. The tenders shall be evaluated by a committee to be appointed by the district Authority. The committee shall decide its own criterion for evaluation of the tenders. The criterion decided by the committee for evaluation of the tender shall be final and binding on all the tenderers.
26. In case of any dispute arising out of the contract between the two parties, the decision of the General Manager, Telecom District, Cuttack shall be final and binding.

Read, understood , complied & agreed

Signature & seal of bidder with Date

27. The contractor has to commence the work basing on the work order issued by District Authority or his authorized representative. The work is to be commenced immediately and be completed in all respects within the time indicated in the tender or work order. A demurrage charges of 2% of the total cost of the work order will be recovered from the contractor's bill for delay in completion of the work for and upto 4 weeks and beyond which the demurrage will be charged at the rate of 5% of the cost of the work order.

28. The department reserves the right to terminate the contract in the event of slow progress of the work in comparison to time allowed. The District Authority will be free to decide by it. Any excess amount required to be paid to the alternative agencies to carry out the work, shall have to be borne by the defaulting contractor. In addition, his security, EMD shall be forfeited.

29. After the completion of the work, the work carried out by the contractor of the various parameters shall be measured /scrutinized by the departmental officer nominated by the department. The details of measurement will be entered in the measurement book and signed by both the department & the tenderer. The measurement books will be maintained by the nominated departmental officer.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Section V

INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

1. TERMS:

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Cuttack.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer- in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs).
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer".
- 1(g) "E-Tender Portal" means the website "<https://eprocure.gov.in/cppp>" who is providing e-Tendering solution to BSNL.
- 1(h) "ETS" means the Electronic Tendering System through the e-Tender Portal.
- 1(i) "Customer ID" means :- An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

2. SERVICES TO BE PROVIDED

As per Section-IV

3. ELIGIBLE BIDDERS

As per clause-5 of DNIT, Section-1(A)

4. COST OF BIDDING

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

5. BID DOCUMENT

Bid document includes the following Sections:

Sl.no	Description	SECTION NO.
1	NOTICE INVITING TENDER	I
2	ZONEWISE ESTIMATED COST & BID SECURITY (EMD)	II
3	SCHEDULE OF WORK TO BE CARRIED OUT	III
4	SCOPE, SPECIFICATION AND WORK DESCRIPTION.	IV
5	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	V
	GENERAL (COMMERICAL) CONDITIONS OF THE CONTRACT	VI
6	FINANCIAL BID (RATE SHEET)	VII
7	CHECK LIST/REQUIREMENTS	VIII
8	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES	IX

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

6. CLARIFICATION ON BID DOCUMENTS

Read, understood , complied & agreed

Signature & seal of bidder with Date

6(a). A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **before 14 days of last date of the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

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

6(c). Bid validity - The bid will remain valid for 150 days from the tender opening date

7. DOCUMENTS TO BE SUBMITTED FOR BID

(b). The details of documents to be submitted with the Bid are as detailed at **Section VIII**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

(c). Documents in original should be submitted for verification as required by the Tendering Authority.

(d). The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

(e). As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/MBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then MBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-K of Section-IX**.

8. AMENDMENT TO BID DOCUMENT

8(a). At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

8(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.

8(c). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.

8(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

BSNL Contact-1	<i>Sri D. Nayak</i> AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437960466 <i>between 10:30 hrs to 17:00 hrs from 20.06.2022 to 11.07.2022</i>
BSNL Contact-2	<i>Shri K. Samal</i> SDE (Planning) O/o GMTD BSNL Cuttack, Tel.No.0671-2304440, Mob.No.9437177066 <i>between 10:30 hrs to 17:00 hrs from 20.06.2022 to 11.07.2022 email id :agmplgbsnlck@gmail.com</i>

9. PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID

It is a single bid system and the bid prepared by the bidder shall comprise of Technical Bid and Financial Bid and should be prepared as per Clause 15 of this Section.

10. BID FORMS

Read, understood , complied & agreed

Signature & seal of bidder with Date

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm if any and upload scanned documents of the same in e-Tender Portal.

11. BID PRICE

- (a). The bidder shall give the price excluding GST, but including transportation charge of stores. The offer shall be in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- (b). The bidder shall quote rates as per schedule given in Section VII.
- (c). A bid submitted with an adjustable price quotation will be treated as non – responsive and rejected.
- (d). "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account".
- (e). The tender **with abnormal high or low rates** are liable for rejection as per decision of BSNL.
- (f). Prices once fixed will remain valid for the period of contract. Increase & decrease of taxes/duties will not affect the price during the period.
- (g). BSNL shall not be responsible for any escalation in prices of labour or materials etc whatsoever or any increase in any duties levels or taxes in respect of machinery equipment thereof whatsoever and the contractor rates and contractor's obligation shall remain unaffected such escalation and or increase. The contractor shall not be entitle to any compensation whatsoever by reason of suspension of the whole or any part of work made necessary by BSNL or deemed devisable on account of force majeure condition.

12. COMPLIANCE

The bidder should ensure unconditional clause- by – clause compliance with all the terms and conditions of the tender document and a declaration to the effect in **Annexure C of section IX** should be given along with bid document.

13. A. BID SECURITY/EMD

- a) The bidder must deposit the amount as Bid Security as per NIT. The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT. The bid security/EMD shall be in the form of crossed DD from any Nationalized / Scheduled bank drawn in favour of AO (Cash),O/o GMTD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as per clause 2(a) of Section-1(A).
- (b) The successful bidder's bid security will be discharged only after submission of Material Security and signing the agreement.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (e) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

- If the successful bidder backs out to accept the tender and/or does not deposit the PBG.
- The successful bidders do not come for execution of agreement after deposit of PBG within the scheduled time;
- withdraws his bid during the period of bid validity specified by the bidder in the bid form;

14. FORMAT AND SIGNING OF BID

14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. **The letter of**

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Signature & seal of bidder with Date

authorization shall be indicated by written power-of-attorney (original) accompanying the bid.

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

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

14.3 Power of Attorney

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

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

(c) 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.

(d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

(e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

15. PREPARATION & SUBMISSION OF BIDS

I) Contents of the Bid:

The bid contains three parts –

Part A: The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security as per NIT/Exemption certificate
- II. Crossed DD towards cost of tender document as per NIT/Exemption certificate
- III. Power of attorney in original (If applicable) .

Note:

- i. This Envelope containing the original DDs (For EMD & Cost of tender paper) and original Power of Attorney (if applicable) with superscription "Tender for laying PLB pipe for OFC & associated work in Cuttack Telecom District for the year 2021-22, NIT No. PLG/N-53 (II)/2021-22/Part-II addressed to **AGM (NW-PLG-CFA) O/o GMTD, Cuttack should reach, Doorsanchar Bhawan, 1st Floor Room No-208, O/o G.M.T.D, Cuttack Link Road, Cuttack-753012** by Registered/ Speed Post or by dropping in the Tender Box available in the **Room No. 208** of above address.
- ii. The scanned copies of the crossed DD towards BID security (EMD), crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal website: <https://etenders.gov.in/eprocure/app>.
- iii. In case the payment of tender document fee & EMD is made through e-payment, the power of attorney in original (if applicable) shall be submitted as above.

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per **Section VIII** in the appropriate place of the e-Tender Portal.

Part C: The third part relates to uploading of **Financial Bid** containing the Price schedule in **excel format** filled carefully in the appropriate place of the e-Tender Portal.

II. SUBMISSION OF BIDS:

a. All the clauses of the bids must be complied with and price bids must be quoted online by the bidders before the locking/closing time of the bid.

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Signature & seal of bidder with Date

b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.

c. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

16(a). After the Locking Time, no bidder can submit the bid.

16(b). The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.

16(c). No bid shall be modified subsequent to the deadline for submission of bids as above.

17. BID OPENING AND EVALUATION

17(a). Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date as noted in NIT. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure G in Section IX. The bidders can view the opening details after the Tendering Authority opened them.

17(b). The bidder or his representative, who is present, shall sign in tender opening register

17(c). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.

17(d). Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.

17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

18. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "**Room-208, 1st Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012**", where BSNL's Tender Opening Officers would be conducting through online e-Tender as noted in NIT. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

19. PRELIMINARY EVALUATION

19(a). Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.

19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.

19(c). For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.

19(d). A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.

Read, understood , complied & agreed

Signature & seal of bidder with Date

19(e). The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- a. The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- b. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL, on the prices of goods/service offered inclusive of duties and taxes (excluding CENVAT-able Duties & Taxes)
- c. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- e. Rate must be quoted for the item, otherwise bid is liable for rejection.
- f. The evaluation and comparison of substantially responsive bids shall be done on the basis of lowest quoted rate.
- g. BSNL reserves right to negotiate against the price quoted by the bidder.
- h. Tendering authority may negotiate with L1 bidder only or may make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

21. CONTACTING THE TENDERING AUTHORITY

21(a). Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

21(b). Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

22. AWARD OF CONTRACT & CONTRACT PERIOD

22(a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with material security in conformity with Section 22(d) of this Section. The tendering authority shall have the right to keep more than one contractor for a zone.

22(b) The work against the tender **is for one year's** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.

22(c) The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one year and can be **extended for another one year** with same approved rates & with same terms and conditions of the tender.

22(d) **The Performance Security Deposit may be forfeited in part/ whole in case of:**

- i. The successful L-1 bidder do not execute agreement as per tender condition or unsatisfactory service by the contractor.
- ii. Theft or misappropriation of articles of BSNL by the employees of contractor.
- iii. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
- iv. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

23. SIGNING OF CONTRACT AGREEMENT:-

Read, understood , complied & agreed

Signature & seal of bidder with Date

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of receipt of LOI in this office. In the event of failure of the tenderer to sign the agreement within 14(Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

24. ISSUE OF LETTER OF INTENT

24.1 The issue of letter of intent shall constitute the intention of the department to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

24.2 The bidder shall give his acceptance within 14 days of issue of letter of intent.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VI
GENERAL (COMMERICAL) CONDITIONS OF THE CONTRACT

1. APPLICATION

The General condition shall apply in contracts made by the department for the execution of OF cable construction work.

2. STANDARDS

The works to be executed under the contract shall be strictly according to the departmental standard prescribed in OF cable construction practices.

3. PRICES:

3.1 Prices charged by the contractor for the works performed under the contract shall not be higher from the prices quoted by the contractor in his bid.

4. SUBCONTRACTS:-

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

5. SECURITY

5.1 MATERIAL SECURITY

The successful tenderer will have to deposit material security of Rs. 1,00,000.00 (Rupees one lakh) only for each zone in form of Bank Guarantee valid for 18 months from a scheduled / nationalized bank and in the material security bond form provided in the Bid document at Annexure-F. The material security is to be deposited within **14 (Fourteen)** days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.

The contractor at point of time will not be issued stores, costing more than the material security. The proceeds of the material security shall be payment to BSNL as compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.

(ii) The material security shall be released within a fortnight from the date of payment of the final bill under the contract or the final settlement of the material account whichever is later.

5.2 Performance Security

(i) An amount of 10% of each running bill/final bill of the contractor will be deducted from the billed amount as performance security deposit (SD) in addition to the sum already deposited as material security deposit. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligation under the contract.

(ii) The performance security shall be refunded to the contractor after six months from the date of last work (each estimate work) executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. The SD will be released after getting NOC from concerned SDO/SDE and countersigned by AGM.

(iii) No interest shall be paid to the contractor on performance security.

6. ISSUE OF WORK ORDERS AND TIME LIMIT

6.1 The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.

6.2 The work orders shall be issued after examining the technical and planning details of the works to be executed.

6.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of GMTD, Cuttack.

Read, understood , complied & agreed

Signature & seal of bidder with Date

6.4 The AGM/SDO shall monitor the execution of the work order in the time period given. The department reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order.

6.5 The work order shall be issued so as to include all items of works for the section allotted to the contractor.

6.6 In each work order, the work order issuing authority shall specify the time allowed for completion of work after seeing the quantum of work, store availability position and urgency of work.

6.7 The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.

6.8 The contractor shall promptly carry out the work within the time as specified to him by the Cuttack Telecom District at the time of placing work order. The time allowed for completing the works as entered in the work order shall strictly be observed by the contractor and time should be deemed to be essence of the contract on the part of the contractor. Therefore the work shall through out of the stipulated period be proceeded with all due diligence.

6.9 Trenching and pipe laying shall from one direction of the awarded section only. Contractor shall take all precautions and steps not to leave any patches in between. After completion of first one KM only, contractor shall be allowed to start work of trenching and pipe laying to next KM

6.10 The contractor shall not undertake or make any change or do any work under this contract unless he has received written instruction from AGM concerned.

7. EXTENSION OF THE TIME LIMIT OF TENDER-

The time period of agreement may be extended another one year.

GENERAL

7.1.1 The time allowed for carrying out the work in each work order is to be strictly observed by the contractor and shall be counted from 7th day from the date of issue of work order.

7.1.2 In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor

7.2 Application for extension of the time and sanction of extension time (EOT)

7.2.1 In case of hindrance, other than covered under force majeure, while execution of work, the contractor shall apply in writing to AGM/SDO for extension of time (EOT) within three days of occurrence of hindrance. The J.T.O. In-charge shall forward the request to the D.G.M. (NW-OP-CFA) Rural, as the case may be with his detailed report within three days of receipt of request from the contractor. The D.G.M. (NW-OP-CFA) Rural is empowered to grant extension time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

7.2.1.1 The application contains the ground(s), which hindered the contractor in execution of work.

7.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

7.2.2 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time.

7.2.3 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contract, but such extension of time shall be with LD charges as per dealing with penalty for delays in execution of works. The extension of time of LD charges shall be issued under the signature of AGM, O/o GMTD, Cuttack to grant the extension of time.

7.2.4 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction for the competent authority of EOT shall be issued under the signature of the SDO/SDE in charge of the work.

7.2.5 If the competent authority is of the opinion that the grounds shown by the contractor are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the

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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 binding on the contractor.

7.3 Grant of extension of time without applications

7.3.1 There are at times, practical difficulties like non-availability of materials, delay in providing permission etc. reasons of which are ascribable to the department. In such cases, the Engineer-in-charge (SDO/SDE) with approval of competent authority to sanction EOT may issue extension of time suo moto. The department will, however, not be liable to the contractor for any losses or damages, or expenses that the contractor may in any way suffer due to delay in making the above available.

8. PAYMENT TERMS

8.1 Procedure for preparation and settlement of bills:-

All items of work involved in the work order shall be completed in all respects before referring the bills for the work. The provision of running bill has been made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time. The procedure for preparation of running and final bills is enumerated as under:

8.1.1 Procedure for preparation processing and payment of running bills:-

The contractor shall prepare the running bills in triplicate & submit the bills to SDO/SDE in-charge of work. The bills shall be prepared accurate and as per measurements recorded in the MB. The contractor should submit the running bill within 10 days of acceptance and testing. The S.D.E. In-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the SDE to ensure whether the defects pointed during execution have been rectified or not. The SDE In-charge or work shall scrutinise the bills and accord necessary certificates and submit the running bills with the documents as mentioned below to the AGM, in-charge of work

- ❖ First copy of bill with first copies of measurement sheets of measurement book and Test Check reports (payable copy)
- ❖ Second copy of bill with second copies of measurement sheets of measurement.
- ❖ Book and Test Check reports (Not for payment)
- ❖ Third copy of the bill with photocopies of measurement sheets and Test Check reports. (Not for payment)

8.1.1.1 The AGM shall check the bills and accord necessary certificates on the bills. The AGM shall retain the third copy in the estimate file maintained in his office and send first and second copies with all documents to works section of planning cell for processing of bills and release of payment.

8.1.1.2 The work section of planning cell shall process the bills in the estimate file of the concerned work and scrutinize the bill vis-à-vis work order issued, sanctioned provisions in the estimate etc. against any running bill or final bill as the case may be. The payment will be as per the bill amount and GST as applicable deducting 10% of billed amount as PSD and other statutory deduction.

8.1.1.3 Route diagram of the work done, duly signed by concerned SDOP/SDOT and countersigned by AGM.

8.1.1.4 A/T Report

8.1.2 **Procedure for preparation, processing and payment of final bill:-** The contractor shall prepare the final bill in triplicate after acceptance and testing of all the works and submit the same to S.D.O. in-charge of work within 30 days of A/T and payment shall be made within three months if the amount of the contract is up to Rupees two lacs and in six months if the same exceed Rupees two lacs of the submission of such bill. The contractor shall prepare the final bill containing the following details

8.1.2.1 The AGM shall exercise the prescribed checks on the bills and accord necessary certificate on

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the bills. The AGM shall retain the third copy of the bill along with photocopies of other documents in his estimate file and send first and second copies of the bill, MB and other documents submitted by SDO along with the bills to works section of the planning cell for processing and final payment.

8.1.2.2 The work section of planning cell shall process the bills in the estimate file of the concerned work and scrutinize the bill vis-à-vis work order issued, sanctioned provisions in the estimate etc. The works sections shall scrutinize the bill and will recover all the liabilities of the contractor and statutory taxes. The bill shall be passed by the officer competent to pass the final bill.

8.1.3 Procedure for payments for sub standard works:-

8.1.4 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work executed or materials supplied by the contractor for the said work is sub-standard or of a quality inferior to that contracted for, the AGM in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

8.1.5 Timely action by construction officers:- The JTO/SDO/SDE responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the AGM in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by AGM in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard items of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the substandard items, defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

8.1.6 Non-reporting of the sub standard work in time on the part of construction officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor can not be absolved of the responsibility for sub standard work and associated liabilities.

8.1.7 Record of sub standard work: The items adjudged as sub standard shall be entered in to the measurement book with red ink.

8.2 The sale tax amount as applicable shall be deducted from the contractor bills.

8.2.1 GST will be applicable as per the Govt. of India norms as and when implemented. Necessary changes may be taken with approval of the competent authority if required.

8.3 DISPOSAL OF EMPTY CABLE DRUMS

The Contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking in to account the prevailing market rates has fixed the cost of Optical Fibre cable drums. The cost of empty cable drums of Rs 200.00 per drum shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.

9. PENALTY CLAUSE:-

- a. The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contractor on the part of the contractor and shall be reckoned from seventh day from issue of work order by the department. The contractor shall pay as penalty an amount equal to 1.0 (One) percent of the amount (minimum Rs. One thousand) per week for every one week of delay in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded.
- b. On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the AGM that, he is allowed to proceed further with the work.

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- c. Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- d. In case of slow progress of the work in a section which have been awarded to a particular contract and the public interest does not permit extension of time limit for completion of the work, the GMTD, Cuttack will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. All such payments shall be recovered from the contractor's pending bills or security deposit.
- e. The GMTD, Cuttack reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.
- f. Penalty for causing inconvenience to the public:
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 lay cable and close such trenches expeditiously. Under any circumstances stretch of trench of maximum 200 meters shall not be kept open for more than 4 days. In the event of contractor falling to comply with, these conditions, a penalty of recovery up to Rs. 300.00 per day the trench is kept open beyond the time limit allowed may be imposed by the department. This penalty will be in addition to that payable for delay or slow work.
- g. If any such penalty is levied on a contractor for more than 2 occasion, then his/her contract could be terminated. In this regard the decision on the GMTD, Cuttack shall be final and binding.

10. Rescission/ Termination of contract

10.1 Circumstances for rescission of contract:

Under the following conditions the competent authority may rescind the contract.

- i. If the contractor commits breach of any item of terms and conditions of the contract.
- ii. If the contractor suspends or abandons the execution of work.
- iii. If the contractor had been asked to rectify/replace any defective work and he fails to comply with the requirement within the specified period.

10.2 If the contractor does not execute the work to meet some emergent need of BSNL within the stipulated time mentioned in work order. GMTD Cuttack under his discretion reserves the right to get the work done by any other BSNL approved contractor from the neighboring zone of Cuttack BA at the rate approved for that particular zone.

10.3 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 department as under.

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

10.3.2 The unused materials (supplied by the department) available at site shall be transported back by the department to the Telecom Store at the risk and cost of the contractor.

10.3.3 In the event of non-execution of work timely, the work order will be cancelled. The un-executed work shall be got executed through any other qualified bidder from amongst the bidder, who participated in the bidding process and as decided by GMTD, Cuttack. The department may get the unexecuted work completed through any other contractor approved in Cuttack Telecom District at the approved rates of

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that particular section or to execute the work departmentally, at the risk and cost of the contractor. In such an event no compensation shall be payable by the department to the contractor for any loss caused to him by such an action by the department. In this regard the decision of GMTD, Cuttack shall be final and binding. In all these cases, the extra expenditure incurred due to getting the work done by any other means will be borne by the contractor

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

11. Termination for Insolvency

The department may at any time terminate the contract by giving written notice to the contractor without compensation to contract, 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.

11.1 Optional Termination by department (other than due defect of the contractor)

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

11.1.2 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 concerned to the department.

11.1.3 The department may, at its option, cancel or omit the execution of one or more items of work under this contract without any compensation to the contractor.

11.2 Issuance of Notice.

11.2.1 The AGM in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. If the contractor fails to do so within the stipulated time, the AGM in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.

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

- a. During the period of service of notice and its effectiveness, the contractor should not be allowed to remove any material/equipment belonging to the department from the site.
- b. The contractor shall give in writing the tools and plants he would like to take away/remove from the site.
- c. No new construction beneficial to the contractor shall be allowed.

12 INDEMNITIES

12.1 The contractor shall at all times hold the department harmless and indemnify from against all action, suits proceeding's work's cost damages, charges, charges claims and demands of every nature and description, brought or procured against the department, its officers and employees. In addition the contractor shall pay to the department forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the department arising out of or in connection with operation covered by the contractor.

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

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13. FORCE MAJEURE:

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

13.2. Provided also that if the contract is terminated under this clause, the department shall be at liberty to take all unused, undamaged and acceptable materials, bought out components and stores from the contractor at a price fixed by the department, which shall be final.

14. ARBITRATION

14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.

14.2 The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubanewar or such other places as the arbitrator may decide. The following procedure shall be followed.

14.2.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.

14.2.2 There should not be a joint submission with contractor to the sole arbitrator.

14.2.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

14.2.4 The onus of establishment his claims will be left to the contractor.

14.2.5 Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.

14.2.6 The "point of defence" will be based on actual conditions of the contract.

14.2.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

15. Set Off:

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

- In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other

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contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.

- If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

16. COURT JURISDICTION

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

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

“This Contract/ PO is subject to jurisdiction of Court at Cuttack only”.

17. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.orissa.bsnl.co.in/cuttack and <https://eprocure.gov.in/cppp> as noted in NIT, which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

18. IMPORTANT INSTRUCTIONS

a. The documents and certificates should be submitted online by uploading in the e-Tender portal as mentioned in **Sec-VIII**

b. The following documents in a separate envelope are to be submitted through Offline as instructed in clause-15 Part-A of Section-V in the tender box in the chamber of **AGM (NW-PLG-CFA) Room No-208, 1st Floor, Doorsanchar Bhawan, Cuttack-753012** or should reach him by Registered/ Speed Post before the closing time of closing date.

- Crossed DD towards the cost of tender paper
- Crossed DD towards Bid Security / EMD
- Original copy of Power of attorney (If Applicable)

c. Special Note on Security of Bids in ETS:

- Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- As part of the Electronic Encrypter functionality, the contents of both the “Electronic Forms” and the “Main-Bid” are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

d. Public Online Tender Opening Event (TOE)

- ETS 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

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(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.

- ii. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
- iii. ETS has a unique facility of “Online Comparison Chart” which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE)” covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for “Viewing/ Downloading“. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal **<https://eprocure.gov.in/cppp>**.

Important Note: It is strongly recommended that all bidders 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 ETS.

- vi. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:
 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
 4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
- vii. Minimum Requirements at Bidders’ end to access and use e-Tender Portal:
 - Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
 - Broadband connectivity.
 - Microsoft Internet Explorer 6.0 or above
 - Digital Certificate(s)
- viii. Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel, for any type of assistance/help, which they may require while uploading the bids.

20. OTHER CONDITIONS:

- a. The contractor shall not assign or sublet the work to any other person or agency without the prior written approval of GMTD Cuttack.
- b. The GMTD, Cuttack reserves the right to impose any other conditions, if necessary, at any time during the validity period of the tender.

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- c. If the contractor fails to carry out work with the expected speed and standard the contract will be terminated and no further work will be awarded.
- d. BSNL will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- e. Taxes will be recovered as per rules as applicable from time to time.
- f. The General Manger Telecom District BSNL, Cuttack reserves every right to cancel / reject the contract for any work / all works if found unsatisfactory at any time during the validity period of contract without assigning any reason but giving at least 15 (Fifteen) day advance notices.
- g. The General Manager Telecom District, BSNL, Cuttack reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Cuttack. His decision in this respect will be final and binding on all concerned.
- h. In case the L1 bidder fails to execute the work at any stage of the contract, the L2 bidder on approved L1 rates, may be asked to complete the work as per the discretion and decision of GMTD, Cuttack. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.

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SECTION-VII**FINANCIAL BID****RATE SHEET
(TO BE FILLED BY THE BIDDER)**

Name of zone:

The bidder shall give the price excluding GST, but including transportation charge of stores

Sl	Description of work (The following work to be carried out as per specification mentioned at Section-IV)	Unit	Unit quoted rate in Rupees	
			In figure	In words
1	Excavation of trench in normal soil for a standard top width of 45cm. X standard top depth of 165 cm.	Meter		
2 (a)	Excavation of trench in Hard/Stoney Road/Asphalted Road cutting upto a standard top width of 45cm. X standard top depth of 165 cm.	Meter		
2 (b)	Clamping of PLB with provision of iron clamps as per applicable in standard size in bridges where concerting is not at all possible. (1" clamp, 1 no/mtr)	Meter		
3	HDD of 40mm bore for passing one PLB	Meter		
4	HDD of 75mm bore for passing two PLB	Meter		
5	Road boring	Meter		
6	Laying HDPE/PLB Pipe	Meter		
7	Cable Pulling	Meter		
8	Fixing of route Indicator	Each		
9	Laying of RCC Pipe/Corrugated pipe	Meter		
10	Laying of G.I. Pipe	Meter		
11	Construction of splicing chamber	Each		

N.B:- The L1 will be decided on the lowest of gross total, taking the lowest gross total in calculation for average of 1 KM work dividing the distance/figure as per serial above

For Rural area zone 2 to 8

Sl No. 1-270 M, 2 (a) 150 M, 2(b)-10 M, 3-500 M, 4-50 M, 5-20 M, 6-1000M, 7-1000M, 8-5 No, 9-5 M, 10-5M, 11-1 no

For Cuttack city area zone 1

Sl No. 1-100 M, 2 (a) 150 M, 2(b)-10 M, 3-700 M, 4-20 M, 5-20M, 6-1000M, 7-1000M, 8-5 No, 9-5 M, 10-5M, 11-1 no

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SECTION-VIII
CHECK LIST OF DOCUMENTS

The following documents (scanned copy) are required to be submitted through e-Tender Portal

SI No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (√ Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal	Whole Tender Document			
2	Self-Attested Photo copy of registered firm/company (if applicable)				
3	Self-Attested Photo copy of Experience Certificate as per NIT.				
4	Self-Attested copy of valid PAN card & uptodate Income Tax return				
5	Self-Attested copy of valid labour licence from central labour commissioner office				
6	Self-Attested Photo Copy of valid EPF registration certificate & uptodate payment challan for EPF				
7	Self-Attested Photo copy of valid ESI Registration Certificate & uptodate payment challan for ESI				
8	Self-Attested copy of valid GSTIN registration & latest return of GSTIN/Service Tax				
9	Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper				
10	Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security				
11	Self-Attested Photo copy of certificate for PWD/Irrigation carrying out construction work license issued from State Govt.				
12	Self-Attested Photo copy of Power of Attorney as per clause No. 14.3 Section-V				
13	Self attested copy of memorandum article/partnership deed/affidavit/proprietorship (which is applicable).				

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Cont.

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
14	Self-Attested copy of the Check list duly filled in	Section-VII			
15	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.	Section-VIII Annexure-B			
16	Self-Attested copy of Clause by clause compliance duly filled and signed.	Section-VIII Annexure-C			
17	No near relative certificate duly filled in and signed	Section-VIII Annexure-D			
18	Self-Attested copy of Declaration for Downloading the tender Document	Section-VIII Annexure-E			
19	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section-VIII Annexure-G			
20	Tenderer's profile duly filled in	Section-VIII Annexure-H			
21	Master Vendor Form (in case of new vendor)	Section-VIII Annexure-I			
22	Self-Attested copy of Bid form duly filled and signed	Section-VIII Annexure-J			
23	Undertaking regarding genuineness of the documents/information submitted	Section-VIII Annexure-K			
24	Indemnity Bond	Section-VIII Annexure-L			
25	Customer ID creation	NIT			
26	Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security	Section-X Annexure			

The bidder has also to ensure if he has filled the quoted price for the zone applied for, in excel format in the appropriate place of the e-tender portal.

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SECTION-IX**LIST OF ALL TYPE OF FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

Sl No	Format Name
1	ANNEXURE-A: AGREEMENT (Sample Format)
2	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
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Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-A
AGREEMENT

The agreement made on the _____ day of (month) (year) _____ between M/s _____ herein after called "The Contract" of the one part & the CMD BSNL hereinafter referred to as the Department, of other part.

Whereas the contractor has offered to enter into contract with the said department for the execution of Optical fibre cable construction work in CUTTACK TELECOM DISTRICT, on other terms and conditions herein contained and the rates approved by the department (copy of rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- i. The contract shall during the period of this contract that is to say from to or completion of work whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements, and equipment etc. to be supplied by him to his labour at his own expenses, all Optical fibre cable construction work as described in tender document/persons authorised by GMTD, Cuttack in that behalf required. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- ii. The NIT (Notice Inviting Tender) bid documents, (qualifying and financial), letter of intent, approved rates annexed hereto and such other additional particulars, instruction, drawing's work orders as may be found requisite to be given during execution for the work shall be deemed and taken to be an integral part of the contract and shall be deemed to be included in the repression "The Agreement" or "The Contract" wherever herein used.
- iii. The contracts shall also supply the requisite number of workmen with means and materials as well as tools, appliances, machines implements, vehicles for transportation carriage, etc. required for the proper execution work within the time prescribed in the work orders.
- iv. The contractor hereby declares that no body connected with or in the employment of the department of Telecommunications/STS is not/shall not ever be admitted as partner in the contract.
- v. The contractor shall abide by the terms and conditions rules guidelines construction practises, safety precautions, etc. stipulated in the tender document including any correspondence between the contractor and the department having bearing on execution of work and payment of work to be done under the contract.
- vi. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rule 1971.
- vii. Payment of contract labourer by the contractor to be carried out as per the rate of State Govt/Central Govt.
- viii. The contract labour engaged by the contractor may be covered by ESI and EPF scheme by the contractor himself as per rule.
- ix. The contractor will issue employment cards of engaged contract labourers.
- x. The payment to workers may be made in the presence of authorised representative of BSNL who must certify at the end of entries of wage register.

In witness whereof the parties presents have hereinto set their respective hands and seals the day and year in

Above written

**Signed, sealed & delivered by the
Above named contractor in the presence of**

Witness

1.

Signed, sealed & delivered by BSNL authority in he presence of

Witness

1.

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-B

Declaration of Non tampering of tender document

I, Sri/Smt/M/s _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website “<http://www.orissa.bsnl.co.in>” or <https://eprocure.gov.in/cppp> and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I _____ (authorized signatory)
hereby declare that I shall comply with all the terms and conditions of the tender documents as outlined in all the clauses unconditionally.

Place : _____ Signature of the Tenderer _____

Date: _____ Name of the Tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We _____ S/o _____
_____ resident of _____ hereby
certify that none of my near relative(s) as defined in the tender document is/are employed any where in
BSNL 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.

Signature of the bidder _____

Name: _____

Note: 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) and son's
Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law),
Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: 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 Private Ltd. Company, by all the
directors of the company.

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:

Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.orissa.bsnl.co.in or <https://eprocure.gov.in/cppp> and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Tenderer _____

Place: _____
Name of Tenderer _____
(Along with date & Seal)

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-F

Material Security Bond Form

(It should be prepared in non judicial stamp paper of Rs. 100.00 for 18 months)

Where as

(herein after called the contractor) has been awarded the contract of OF cable construction work as per tender number _____ for the Zone _____ *know all men* by these presents that I/we the contractor having registered office at

are bound unto at

(herein after called BSNL) in the sum of Rs..... (Rupees.....)

for which payment will and truly to be made of BSNL, the bank binds itself its successors and assigns by these presents.

The conditions of the obligations are :-

- i. If the contractor is unable to keep stores issued to him properly, that is, the stores provided to the contractor are damaged or
- ii. The stores issued to the contractor are stolen or
- iii. The contractor is not able to provide proper account of the stores issued to him/her/them by BSNL

We undertake to pay to BSNL upto the above amount upon receipt of its first written demand without BSNL having to substantiate its demands provided that in its demands BSNL will note that the amount clamed by it is due to it owing to the occurrence of one or two or all of the three conditions specifying the occurred condition or conditions.

This guarantee will remain in force till contract validity and any demand thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of witness

Name of witness

Address of witness

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-G

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before date of bid opening)**

To
The DGM (NW-OP-CFA) Rural
O/o GMTD, Cuttack

Sub:Authorization for attending bid opening on _____ (date) in the Tender for laying PLB pipe for OFC & associated work in Cuttack Telecom District for the year 2016-17.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-H
TENDERER'S PROFILE

Passport
Photograph of
bidder/firm
proprietor

General:-

1. Name of the tenderer/firm _____.
2. Name of the person submitting the tender Shri/Smt _____
(In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
3. Address of the firm/tenderer: (Present & Permanent)
.....
.....
4. Email ID
5. Tel No. (with STD code) (O) (Fax) (R) (M)
6. Registration & incorporation particulars of the firm (in case of firms)
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

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

7. Name of proprietor/Partners/Directors
8. Tenderer's bank, its address and his current account number
9. Permanent Income Tax number, Income Tax Circle
10. Infrastructure capabilities.
11. Details of Technical and supervisory staff:
12. GSTIN No.
13. EPF Code No.
14. ESI registration 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

Read, understood , complied & agreed

Signature & seal of bidder with Date



ANNEXURE-I

VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(* Minimum Required Fields to be filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Mr.	Ms.	M/s	Dr.
-----	-----	-----	-----

Name* :

Address * :

Town/District* :

--	--	--	--

City* :

--	--	--	--

State* :

--	--	--	--

Postal/Pin code* :

--	--	--	--

 Country* :

--	--	--	--

Contact Details:

Telephone Number :

--	--	--	--

 Fax No. :

--	--	--	--

Email_id :

--	--	--	--

(Mandatory for E-Tendering)

Name of Contact Person :

--	--	--	--

 Mobile No. :

--	--	--	--

Alternate Contact Person :

--	--	--	--

 Mobile No. :

--	--	--	--

Tax information:

PAN :

--	--	--	--

GST reg. no. :

LST (Local VAT reg.No.) :

--	--	--	--

 CST Reg. No :

--	--	--	--

Tax Registration no. (for Foreign Vendors) :

--	--	--	--

Income Tax Exemption details:

IT exemption no. : _____ IT exemption rate : _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-J
BID FORM**

To
The General Manager
Telecom District, Cuttack-12

Bidder reference No. date

Dear Sir,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry out For laying PLB pipe for OFC & associated work in Cuttack Telecom District for zone _____ in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.

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

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

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

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

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alternation and replacement.

Date this day of (the year)

Signature of authorised signatory

In capacity of

Duly authorized to sign the bid for on behalf of

Witness

Address

Signature

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-K

**UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION
SUBMITTED**

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender For laying PLB pipe for OFC & associated work in Cuttack Telecom District) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place:

Signature of tenderer /Authorised signatory

Date:

Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE - L
DEED OF INDEMNITY

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

TO AND IN FAVOUR OF

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

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No..... (hereinafter referred to as ‘Tender’) for the purpose of.....
- (b) The Bidder had submitted its bid/ proposal dated (hereinafter referred to as the ‘Bid’) for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

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

(Authorized Signatory)

Date:-

Place:-

Name of bidder

Witness:- 1

Witness:-2

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-X

Instructions to bidders in pursuant Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Appendix of Section X

1. Preference to make in India

Purchaser reserves the right for providing Preference to Make In India telecom products, service and works in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), Order 2017- Revision] along with relevant references from earlier letters, DPIIT Order No. 45021/2/2017-B.E.-II dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019, Order dated 04-06-2020etc along with latest guidelines & amendments, if any.

Definitions

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement need the minimum local content as prescribed for "Class-I local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, needs the minimum local content as prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020 but less than that prescribed for "Class-I local supplier" under this order.
- (iv) 'Non Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020
- (v) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- (vi) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey.

Margin of Purchase Preference: means the maximum extent to which the price quoted by "Class-I local supplier" may be above the L-1 for the purpose of purchase preference.

'Class-I local suppliers/Class-II local suppliers' are required to indicate the 'Local content' for the quoted telecom products, service and works, in their bid in the format available in Annexure-D.

Verification of local content

- (a). The '**Class-I local suppliers/Class-II local suppliers**' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for **Class-I local suppliers/Class-II local suppliers**, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the **Class-I local suppliers/Class-II local suppliers**' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (d). A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Purchase Preference

- (a) Among all qualified bids, the lowest bid will be termed as L 1. If L 1. is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- (b) If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

Margin of Purchase Preference: The margin of purchase preference shall be 20%.

Minimum Local Content: The Local content requirement to categorize a supplier as ' Class-I supplier' is minimum 50%. For Class-II Local supplier, the local content requirement is minimum 20%.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Annexure

Format for Self Certification regarding Local Content (LC) for Telecom Product/Service or Works

Date:.....

_____ S/o, D/o,
W/o _____, Resident
of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India / Department for Promotion of Industry and Internal Trade issued in reference to Public Procurement(Preference to Make In India), Order 2017 its subsequent amendments, guidelines etc

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

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

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

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

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
- ii. Date on which this certificate is issued
- iii. Telecom Product / Services / Works for which the certificate is produced:
- iv. Procuring agency to whom the certificate is furnished:
- v. Percentage of L.C. Claimed:
- vi. Name and contact details of the unit of the manufacturer:
- vii. Sale Price of the product:
- viii. Ex-Factory Price of the product:
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and Total Cost value of inputs used for manufacture of the Telecom Product / Services / Works:
- xii. List and Total Cost of inputs which are locally sourced. Please attach L.C. certificates from local suppliers, if the input is not in-house:
- xiii. List and cost of inputs which are imported, directly or indirectly:

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

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No. and date>

Read, understood , complied & agreed

Signature & seal of bidder with Date

Annexure-II

**CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY
PARTNER
(ON COMPANY'S/FIRM'S LETTER HEAD)**

This is to certify that I/We, M/s
(Name & Full address) as the front Bidder of this tender and our technology / consortium partner, M/s
..... (Name & full address) have read the clause
regarding restrictions on procurement from a bidder of a country which shares a land border with India.

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per F. No. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent clarifications, if any, I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or , If from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later state, this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/
Proprietor of the Company
[on behalf of the front bidder]

Status: Director/Manager/Partner/
Proprietor of the Company
[on behalf of the front bidder]

Read, understood , complied & agreed

Signature & seal of bidder with Date