

**E-TENDER DOCUMENT FOR
LAYING U/G CABLE & ASSOCIATED WORK IN
CUTTACK SSA OF SDOP-VI, SDOT JAJPUR
TOWN & SDOT DHANMANDAL AREA**

No. PLG/ N-17/2018-19/Part-I/3

Dated 28.12.2018



(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE GENERAL MANAGER TELECOM. DISTRICT,
CUTTACK – 7 5 3 0 1 2

Total number of Pages: -50

Read, understood , complied & agreed

Signature & seal of bidder with Date

Page 1 of 50

TABLE OF CONTENTS

SECTION NO.	Description	PAGE NO.
Cover Page	COVER PAGE	1
Index	Table of contents	2
I	NOTICE INVITING TENDER	3-4
II	ZONE WISE ESTIMATED COST & BID SECURITY (EMD	5
III	JURISDICTION OF CONTRACT	6
IV	SCOPE, SPECIFICATION FOR CONSTRUCTION OF UG CABLE WORK	7-9
V	INSTRUCTIONS TO BIDDERS & CONDITION OF TENDER	10-15
VI	GENERAL (COMMERICAL) CONDITIONS OF THE CONTRACT	16-27
VII	SPECIAL CONDITION OF CONTRACT	28-34
VIII	FINANCIAL BID	35-36
IX	CHECK LIST/REQUIREMENTS	37-38
X	ALL TYPES OF FORMATS	39
	ALL ANNEXURE	40-50

SECTION-I
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT, CUTTACK-753012

NOTICE INVITING TENDER

1. E-tender is invited by GMTD, BSNL, Cuttack on two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, for laying U/G cable & associated work in Cuttack SSA of SDOP-VI, SDOT Jajpur Town & SDOT Dhanmandal area.

Sl No	Item	Particulars
1	Tender Notice No & date	PLG/N-17/2018-19/Part-I/3 dtd 28.12.2018
2	Tender item	For laying U/G cable & associated work in Cuttack SSA of SDOP-VI, SDOT Jajpur Town & SDOT Dhanmandal area.
3	Tender Document can be downloaded from date	01.01.2019
4	Date of receipt of queries from bidders	Up to 17.00 Hrs of 07.01.2019
5	Reply of queries by BSNL	Before 17.00 Hrs of 14.01.2019
6	Last Date & time of Submission of Tender	up to 17.00 Hrs of 28.01.2019
7	Date & Time of Opening of Tender (Technical Bid only)	At 11:00 Hrs on dtd. 29.01.2019
8	Amount of Bid Security (EMD) as referred in Section II .	The cost of EMD should be paid in the form of Demand Draft drawn from any Nationalized/Scheduled Bank or Bank FDR in favour of AO(Cash) O/o GMTD BSNL Cuttack or through online Banking/RTGS/NEFT as per instruction of clause 2(a) of Section-1(A)
9	Cost of Tender Form	590.00/- (Rupees five hundred ninety only) for each zone - Non- Refundable. The payment will be accepted in 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)
10	Zone wise estimated cost and EMD	One bidder can quote for maximum three zones only. Details available in Section-II
11	Period of contract	One year from the date of agreement & extended period as per provision in the document.

Note:- 1 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:- 2 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 and/or newspapers.

2(a) The Tender document can be downloaded from the website: www.odisha.bsnl.co.in or www.tenderwizard.com/BSNL or <https://eprocure.gov.in/cppp> (NIT only) and to be submitted in e-format of www.tenderwizard.com/BSNL. 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, otherwise the same will not be considered or through online Banking/RTGS/NEFT before scheduled date and time 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	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	ssb1351@gmail.com
Contact No	0671-2304440, 9437082288

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

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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 3(b) 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(c) Bidders may note that the tender document can be downloaded from the website www.tenderwizard.com/BSNL or www.odisha.bsnl.co.in or <https://eprocure.gov.in/cppp> (NIT only) 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 for **Rs.590/ (Rupees five hundred ninety only)** 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 (www.tenderwizard.com/BSNL) as per **Annexure –B . of Section X**.
- 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 in laying U/G cable & OFC **in the period of last three financial years** (i.e. 2015-16, 2016-17 & 2017-18) and current year in BSNL/MTNL/BBNL/Central PSU, issued by an officer not below the rank of DGM level officer.
5. **Elegibility criteria:-** The bidder should have the following eligibility
a) Registered firm/company/Individual, b) valid GSTIN registration & proof latest return of GSTR-1, c) Experience certificate as per clause 4, d) valid EPF registration & upto date payment challan, e) valid ESI registration & upto date payment challan, f) valid Labour license issued from Central Labour Commissioner, g) valid PAN card & upto date Income Tax return, h) solvency certificate of minimum Rs. 1,00,000.00 from any Nationalized/Scheduled Bank, issued after publication of NIT date i) Contractor's registration certificate issued from PWD/Irrigation authority of State/Central Govt to undertake the construction work.
- N.B:-The documents as listed out in Section IX 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. 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 SSA.
- 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. If any zone is non-responsive or the bidders get after opening of disqualified Technical bid & financial bids, the PGMTD Cuttack reserves the right to award the work to the successful bidder neighboring zone with same terms and conditions of this tender.

**DGM (NW-OP-CFA) Rural
on behalf of GMTD, BSNL Cuttack**

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-II

ZONE WISE ESTIMATED COST & BID SECURITY (EMD)

Zo ne No.	Name of the Sub- Divisions	NIT No for Zones	Appx of work in (KM)	Tender cost Basic value + 18% GST (In Rs)	Appx Estimated Cost (In Rs.)	EMD (2%)	Experience (35% or more) (in Rs)
4	SDOP-VI Cuttack	PLG/N- 17/2018- 19/(Part-I)/	12	590.00	8,00,000.00	16,000.00	2,80,000.00
8	SDOT Jajpur Town & Dhanmandal	PLG/N- 17/2018- 19/(Part-I)/	28	590.00	15,00,000.00	30,000.00	5,25,000.00
			40				

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:- Any bidder can quote maximum **2 Zones**.

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 area 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
1	SDOP-VI	Zone -4	Dagarpada, Telephone Bhawan E-10B, Telephone Bhawan OCB, CTO , 5ESS Main, SCB Medical AN RAX,
2	SDOT Jajpur Town	Zone -8	Ahiyas, Alakunda, Angalo, Bari, Baulanga, Binjharpur, Dasarathpur, Jajpur Town, Kandihat, Mohanty Patana, Nandipur, Paripada, Rambag, Singhpur, Sujanpur etc.
	SDOT Dhanmandal		Areikana, Bato, Chadeidhara, Chhatia, Dhanmandal, Gajendrapur, Jaraka, Kalana, Kuakhia, Kundal, Ratnagiri, Adampur, Kabatbandhra, Brahmabarada & Nahan etc.

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

SECTION-IV

SCOPE & SPECIFICATIONS FOR CONSTRUCTION OF UG CABLE WORK

A. SCOPE OF WORK

1) MAIN CABLE CONSTRUCTION ACTIVITIES:- The items of work involved in U/G cable construction are as under.

- i) Excavation of trench according to the construction specification.
- ii) Laying and pulling of cable in trenches.
- iii) Placing of bricks as per specification.
 - a. Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site.
- iv) Construction of pillar foundations erection, painting and sign writing of pillars.
- v) Erection of external and internal DPs.
- vi) Termination of cables in MDF Pillars and DPs.
- vii) Jointing and end-to-end testing of cable –Correspondence and Electrical Tests.

2) Allied Activities.

- Transportation of materials:- The materials required for executing the work entrusted to contractor against a work order shall be made a viable at district Store Depot at Cuttack. In some cases the materials may be available at Sub-Division store godwon. The contractor shall be responsible for transporting the materials to execute the work under the contract, to site at his own cost. The costs of transportation are subsumed in the standard schedule rates and therefore no separate charges are payable on this account.
- Disposal of Empty cable Drums:- The contractor shall be responsible to dispose of the empty cable drums after laying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.
- Supply of materials:- There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement etc., besides using other consumable. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

3) VALUE OF WORK:-

The estimated cost of work as mentioned in the **Section-II** has been worked out on the basis of standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to + /- 25% of the estimated value.

B. SPECIFICATION OF WORK

This tender is for digging trenches and laying underground Telephone Cables in Cuttack Telecom District under the jurisdiction of GMTD, Cuttack.

The work broadly consists of the following components.

1) Excavation of cable trench & laying of U/G cable of different sizes.

- a. Cables will be laid along the roads and streets. The route of the cable will be shown to the contractor before commencement of the work.
- b. The work involves excavation of cable trench measuring 30 cm, (width) x 90 cm (depth). It also involves clearing of bushes, cutting roots of the trees that may lie along the route of the cable trench and removing stone and boulder that may be dug up during the process of trenching. However in specific cases laying of 5 pair cable is made for poleless external plant where the trench depth will be restricted to 60 cm . The size of the cable trenches may have to be increased in some cases and in those cases, prorata rate will be allowed. However specific instructions on the size of the trench will be given in the work order.
- c. After the trench is dug up, its bottom is to be lined with soft soil of about 10 cm thickness.
- d. Cable has to be laid on the bottom of the trench on the layer of soft soil. In some cases, more than one cable may have to be laid in the same trench. In order to avoid any damage to the cable, it is required to lay the cable carefully in the trench. In some cases, old cable may be existing while digging the trench for laying new cable.
- e. After laying the cable, soft-soil of 10 cm thickness is to be provided again in the trench.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- f. Then warning bricks are to be laid over the cable laid in the trench (for cables of 100 Pairs and above). The bricks should be of first class kiln burnt type. About 4 (four) bricks are to be laid on every meter of cable lengthwise in normal cases.
- g. Bricks should be of good quality and are to be supplied by the contractor.
- h. In the trench where a number of higher size cables are laid, bricks may have to be laid width-wise and in such cases, the work order should specifically mention the same.
- i. After laying the warning bricks, the trench is to be back filled. Excavated soil shall be used for back filling the trench. It has to be well rammed thereafter leveling.
- j. Where more than one cable is laid in the same trench, the jointing locations shall be suitably staggered.
- k. A minimum of 1 meter of cable from both cable length should be left for jointing two successive lengths of cable. When a cable is to be terminated in a pillar, the length of cable for such termination shall be equal to (jointing length + height of pillar).
- l. While pulling the cables through G.I. pipes/RCC pipes at Road crossings/bridges/culverts etc. proper care should be taken to avoid damage to the cable which may occur due to kinks.
- m. Route and joint indicators and cable markers wherever required, should be planted.

II. Erection of pillars

- i) The pillars should be installed in safe places on footpath at suitable locations convenient and accessible for maintenance. The positions close to the edge of footpath, near transformers or below electric lines (particularly H.T. lines) must be avoided.
- ii) The plinth for erection of pillars shall be made of RCC. The dimensions of the pits for casting the foundation of the pillar plinth shall be of the size.
(110 cms depth x 140 cms width x 170 cms length). The RCC should be of the ratio **1:2:3**.
- iii) The pillar should be properly earthed.
- iv) The pillar should be erected on the plinth by fixing it firmly with 10mm bolts embedded in RCC framework.
- v) The pillar should be painted first with a primer coating of Red Oxide and then with a coating of Grey paint of reputed brand on all surfaces. Sign writing should be done with white enamel paint in capital letter. The sign writing should contain the following.
 - ❖ Logo of the department
 - ❖ Name of the Telecom District
 - ❖ Code of the Exchange system followed by the No. of the pillar.

(III) Termination of cables in MDF and Pillar

- a. Fixing of Tag Blocks on MDF/CT Boxes on pillars.
- b. Drawing cable into the pillar and removing the cable sheath for required length.
- c. Providing earth continuity with the Armour of cable.
- d. Termination of cable pairs in Tag block/CT boxes.
- e. Sign writing with white enamel paint on inner panel of the pillar shall be done indicating the termination details. On MDF, the written labels should be put in place provided for indicating termination details.

(IV) Jointing of cables:-The work involves

- ❖ Digging the pit for the joint
- ❖ Preparation of cable ends for jointing.
- ❖ Jointing of cable conductors by twisting/by use of UY connector/by machine jointing using Modular connector.
- ❖ Closing the joint & providing protection to the joint.
- ❖ Back filling & compacting.
- ❖ Providing joint indicators for further reference.

(V) Erection of DPs:-The work involves

a) For external DP

- i. Erection of post for DP
- ii. Fitting of 40 mm GI pipes on the DP post.
- iii. Fitting of brackets on the DP post.
- iv. Fitting of DP on the post.
- v. Termination of cable in the DP box by insertion tools.

b) For Internal DP

1. Fitting of GI/PVC pipes on the wall of the nearest building.

2. The GI/PVC pipes should be properly clamped with the wall at three places and the DP box should be fitted around 4m above from the ground level.
3. Termination of cable in the DP box.

(VI) Cable Route & joint indicators.

- a) The route & joint indicators should be of trapezoid shape having **base of appx 25cm x 15cm and top 20cm x 7.5 cm) and height 1 meter.**
- b) The route/joint indicators should be fixed at minimum 7 cms depth and should be secured in upright position by ramming with stone and then by concreting by concrete mix of **1:2:4.**
- c) The route and joint indicators shall be painted with primer first. Then the route indicators shall be painted with yellow paint and joint indicator shall be painted with red paint.

(VII) Concreting

In specific cases where concreting is required will be specifically informed by officer in charge. Concrete mix 1:2:4 is to be utilised for concreting work.

(VIII) Horizontal Directional Drilling (HDD)

The work involves boring/horizontal directional drilling (HDD) 40 mm dia for passing upto 200 Pair U/G cable and 75mm dia for passing 2 nos of 100 Pr U/G or higher size cable and reinstating. The work is to be carried under River/Canal bed irrespective of all kind of soil. It will be applicable where manual trenching/boring is not possible.

- (X) Digging Pit:-** In case of maintenance work of UG cable, if required, the digging of pit May be carried out for localization of fault. Accordingly the pit will be dug in size of 45 CM X 90 cm along the existing trench for localization of the fault.

(X) Documentation

The documentation shall be prepared primary cable wise with all its pillars shown and for all its pillars the distribution cables should be shown clearly. The scope of work in documentation shall include the following.

Route Diagram: Route diagram must be prepared showing alignment of cables on roadside on a geographical map of the exchange/pillar area.

- **Joint offsets:** The joint locations should show clearly the location of the joint and its distance from three permanent points so that the points can be located easily as and when required.
- **Pillar cards:** The pillar cards shall show the termination details of primary as well as distribution cables in the pillar.
- **MDF termination cards:** The MDF termination cards should contain details of termination of cable in MDF depicting full details of MDF vertical, Tag block number and pair no. of the cable terminated and its correspondence with termination in pillars.

The front cover of all the above documents shall have the following details.

- a) Name of SSA.
- b) Name of exchange.
- c) Name of contractor
- d) Name and No. of the pillar
- e) Work order no.
- f) Date of commencement & completion

The contractor shall supply six copies of bound documents as one set of documentation.

The work is to be carried out by contractor in conformity with the engineering instruction of the BSNL.

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) 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 "www.tenderwizard.com/BSNL" of M/s ITI Limited 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 (in case of new 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	ZONE WISE ESTIMATED COST & BID SECURITY (EMD)	II
3	JURISDICTION OF CONTRACT	III
4	SCOPE, SPECIFICATION AND WORK DESCRIPTION.	IV
5	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	V
6	GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT	VI
7	SPECIAL CONDITION OF CONTRACT	VII
8	FINANCIAL BID (RATE SHEET)	VIII
9	CHECK LIST/REQUIREMENTS	IX
10	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES	X

- (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

- 6(a). A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX 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 21 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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.

7. DOCUMENTS TO BE SUBMITTED FOR BID

- (b). The details of documents to be submitted with the Bid are as detailed at **Section IX**. 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-J of Section-X**.

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

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from _____ to _____ twhelpdesk404@gmail.com</i>
BSNL Contact-1	<i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from between 10:30 hrs to 17:00 hrs from _____ to _____</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

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 **total composite price inclusive of all Levies & Taxes i.e. GST & Excise, packing, forwarding, freight, and insurance etc. but excluding service tax & S.B cess**. 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 VIII**.
- (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 .
- (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

Read, understood , complied & agreed

Signature & seal of bidder with Date

increase. The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of work made necessary by BSNL or deemed desirable on account of force majeure condition.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for **120** days from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE DEPARTMENT AS NON-RESPONSIVE.
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13. 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 X** should be given along with bid document.

14. A. BID SECURITY/EMD

- a) The bidder must deposit the amount as Bid Security as per **Section –II**. 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 Bond 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 Material BG within the scheduled time;
- withdraws his bid during the period of bid validity specified by the bidder in the bid form;

15. FORMAT AND SIGNING OF BID

- 15.1. 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 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.

- 15.2. 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.

15.3 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (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.

16. 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/FDR as per NIT
- II. Crossed DD towards cost of tender document as per NIT.
- III. Power of attorney in original (If applicable) .
- IV. Proof of exemption in cost of tender document and EMD.

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 of U/G cable & associated work in Cuttack SSA of SDOP-VI, SDOT Jajpur Town & SDOT Dhanmandal area for the year 2018-19, NIT No. PLG/N-17/2018-19/(Part-I) 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 of M/s ITI along with the particulars of DD.
- 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(dropping).

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per **Section IX** 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.
- 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.

17. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- After the Locking Time, no bidder can submit the bid.
- 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.
- No bid shall be modified subsequent to the deadline for submission of bids as above.

18. BID OPENING AND EVALUATION

- 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 X**. The bidders can view the opening details after the Tendering Authority opened them.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- The bidder or his representative, who is present, shall sign in tender opening register
- 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.
- 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.
- Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

19. 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.

20. PRELIMINARY EVALUATION

- 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.
- Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without 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.
- 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.
- 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.

21. 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. Rate must be quoted for the item, otherwise bid is liable for rejection.
- c. The evaluation and comparison of substantially responsive bids shall be done on the basis of lowest quoted composite rate.
- d. BSNL reserves right to negotiate against the price quoted by the bidder.
- e. 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.

22. CONTACTING THE TENDERING AUTHORITY

- 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.
- 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.

23. AWARD OF CONTRACT & CONTRACT PERIOD

- (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 performance 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.

- (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.
- (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.
- (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.

24. SIGNING OF CONTRACT AGREEMENT:-

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.

25. ISSUE OF LETTER OF INTENT

- 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.
- The bidder shall give his acceptance within 14 days of issue of letter of intent & will complete submission of PBG and agreement.

26. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause-24 & 25 shall constitute sufficient ground for the annulment of the award for forfeiture of bid security, in which event, the department may make the award to any other bidders at the discretion of the department or call for new bids.

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 UG cable construction work.

2. STANDARDS

The works to be executed under the contract shall be strictly according to the BSNL standard prescribed in UG 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. 50,000.00 (Rupees fifty thousand) only for each zone in form of Bank Guarantee/Fixed Deposit Receipt valid for 30 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 by SDO concerned examining the technical and planning details of the works to be executed.

6.3 If due to any reason, the deviation in work is required, the same shall be issued with the approval of GMTD, Cuttack.

6.4 The AGM/SDO shall mention the time limit to execute the work order after seeing the quantum of work and store availability position. The department reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order.

7. EXTENSION OF THE TIME LIMIT OF TENDER-

The **time period of agreement may be extended maximum one year** if sufficient stores are not available within the estimated quantity/cost.

7.1 GENERAL

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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 or City, 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 or City 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 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. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING**
- 8.1 Measurement:-**
- 8.1.1 The measurement books are to be maintained by the concerned SDOT/SDOP/SDE/JTO in charge of work. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections; the corrections thus made shall be initialed with date by the officer concerned.
- 8.1.2 Responsibility of taking and recording measurement: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by the JTO/SDO supervising the work, who shall be responsible for accuracy of 100% of measurements. The SDE/SDO where JTO is supervising officer shall be responsible for conducting test check of 50% of measurements. The AGM shall be responsible for conducting test check of 20% of measurements and 10% by the concerned DGM.
- Measurement of length of cable:- The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring tape. The length should be cross verified with the making of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
- Measurement of other items: The measurement/numerical details of other items should also be recorded in the measurement book viz.
- 1) Construction of plinths and erections, painting and sign writing of pillars.
 - 2) Termination of cables on MDF and pillars (Primary cables)

Read, understood, complied & agreed

- 3) Termination of cables on Pillars & DPs (distribution cables)
- 8.1.3 The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in MB. In case contractor being informed officially fails to attend at the measurements, then measurement taken by the SDO/JTO shall be final and binding on the contractor.
- 8.1.4 The AGM (In-Charge) Rural/City before passing the bill should carry out test check by re-opening trench at as many locations as necessary and bills will be passed only when he is personally satisfied of the correctness of entries in the “measurement Book” and as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the AGM. Separate payment shall not be made to the contractor for excavation of such test checks. However such test pits shall not be more than 10% of the cable laying work.
- 8.1.5 Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe/duct through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.
- 8.2 Inspection and quality control:-**
- 8.2.1 The quality of works: The quality of U/G cable work depends upon the quality of individual items of work involved viz. depth of cable laid, protection, jointing of cables and termination at MDF, pillars, & D.P.s & documentation of cable network.
- 8.2.2 The contractor should be fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specification.
- 8.2.3 In addition to acceptance testing being carried out by A.T. wing and supervision by construction officers, all works at all times shall be open to inspection of the department. The contractors shall be bound, if called upon to do so, to offer the works for inspection.
- 8.2.4 Site order book:** The site order book (B) one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by officers as well as contractor, will form an basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the site order book. The contractor or their authorised representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.
- 8.3. Testing and acceptance testing:-**
- 8.3.1 The work shall be deemed to have been completed only after the same has been accepted by the Test Check officer. The contractor shall make test pits at the locations desired by Test Check officers, restore the pits after test measurements & provide all test/measurement tools required for conducting test checks.
- 8.3.2 Scope of acceptance and testing: The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. If the measurements taken by Test Check Officer are found to be lesser then the measurement taken by Test Check Officer shall prevail. The contractor shall be obliged to remove defect/deficiencies pointed out by the Test Check Officer without any additional cost to the department.
- 8.3.3 Offering the work for acceptance and testing: The SDO/SDE shall offer the work to Test Check officer for conducting acceptance and testing. The work shall be offered for Test Check as soon as work of a primary cable from MDF to pillar or works of distribution cable from pillar to DPs are completed in all respects.
- 9. WARRANTY**
- 9.1 All type of cable work like laying, jointing, termination etc. shall be guaranteed for a period of six months from the date of completion of work. In case of any defect or due to poor workmanship in the work without external damage, with-in the stipulated period of guarantee the contractor shall repair the joint in his own cost within 24 hours of informing him, failing which the department may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work plus the cost of materials used shall be recovered from the contractor from his pending bill/SD or any amount due to him.
- 9.2 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance cost of works and other incidental charges.
- 10. PAYMENT TERMS**
- 10.1 Procedure for preparation and settlement of bills:-**

Read, understood , complied & agreed

Signature & seal of bidder with Date

All items of work involved in the work order shall be completed in all respect 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 :

10.1.1 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 15 days of acceptance and testing or else BSNL will not held any responsibility for delay in payment. 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 of work shall scrutinize 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)
- Up-to-date GST payment copy of previous claim bills to be submitted alongwith the bill.
- Vendor has to upload GSTR-1 for bills/invoice against BSNL GSTIN as per schedule date of GST provision.
- Vendor has to submit GST return as per as per GST provision.

10.1.1.1 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.

10.1.1.2 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, payment to the extend of only 95% shall be made which shall be treated as an advance to the contractor. 5% of the bill amount towards performance security deposit and 2% or on prevailing rate at the time towards Income Tax + Sc. there on and sales tax as applicable shall be deducted at the time of payment from each running bill. Additional other tax if any will be paid as per the Govt. of India norms. Account payee cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted.

10.1.2 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

- Adjustment of performance security deposit and statutory taxes already recovered.
- Store reconciliation statement furnishing account of stores received against the work order and returned to the designated store as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- Letters of grant of E.O.T (s). If work could not be completed within stipulated time.
- Six sets of bound documentation.
- Test certificate of brick.

10.1.1.1 The SDO in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDO in-charge of work shall submit he final bill, along with other documents mentioned above and with documents as mentioned below to the Divisional Engineer, in-charge of work.

- ✓ Bill prepared by the contractor
- ✓ Materials reconciliation statement.
- ✓ Measurement book.
- ✓ Test Check certificates.
- ✓ The site order book.
- ✓ Details of recoveries/penalties for delays, damages to departmental/third party properties as per provision of the contract. In case no recovery is to be made, NIL report needs to be submitted.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- ✓ Details of empty cable drums cost of which needs to be recovered from the bill.
- 10.1.2.1 The AGM shall exercise the prescribed checks on the bills and accord necessary certificate on 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.
- 10.1.2.2 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 besides 10% payments against security deposit. The bill shall be passed by the officer competent to pass the final bill.
- 10.1.3 **Procedure for payments for sub standard works:-**
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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.
- 10.1.7 Record of sub standard work: The items adjudged as sub standard shall be entered in to the measurement book with red ink.
- 10.2 The TDS, TDS on GST amount as applicable shall be deducted from the contractor bills.
- 10.2.1 Electronically payment may be adopted observing all condition, modalities and the commission or surcharge etc if any will be borne by the contractor
- 10.3 **DISPOSAL OF EMPTY CABLE DRUMS**
- 10.3.1 The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking into account the prevailing market rates has fixed the cost of various sizes of cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued.
- 10.3.2 The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and types of cable drums in the bill so that the amount is deducted from the bills due. These are the rates of the empty cable drums which have to be deducted from contractor's bill as per terms and conditions of the tender document.

Sl	Size of drum	Rate of disposal in Rs.
1	800 Pairs	500.00
2	400 Pairs	375.00
3	200 Pairs	250.00
4	100 Pairs	150.00
5	50 Pairs	125.00
6	10/20 Pairs	75.00

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

11. PENALTY CLAUSE:-

- a. The time allowed for completion of the work as entered in the tender shall be strictly adhered to 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 issued of work order by the department. The contractor shall pay as penalty an amount equal to 0.5 percent of the amount per day for every day of delay in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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 Divisional Engineer (AGM) that, he is allowed to proceed further with the work.
- 12.b.1 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.
- 12.b.2 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.
- 12.b.3 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.
- (C). Penalty for causing inconvenience to the public:
- 12.c.1 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 failing 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.
- 12.c.2 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt./Public places, which may cause inconvenience to Govt./Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the department is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in the contract for empty cable drums/waste materials from the bill/security off such materials. The department may also levy a penalty up to Rupees one thousand for each such default.
- 12.c.3 If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision on the GMTD, Cuttack shall be final and binding.
- d. Penalty for cutting damaging the old cable:-
During excavation of trench utmost care is to be taken by the contractor, so that the existing underground cables are not damaged or cut. In case any damage cut is done to the existing cables, a penalty as per the schedule given below will be charged from the contractor or the amount will be deducted from his running bill.

Size of existing cables cut/damaged	Amount of penalty per cut/damage
Up to 100 Pairs	Rs. 500.00 (five hundred)
Above 100 Pairs & up to 400 Pairs	Rs. 1,000.00 (One thousand)
Above 400 Pairs	Rs. 2,000.00 (Two thousand)

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

e Penalty to damage stores/materials supplied by the department while laying:-

The contractor while taking delivery materials supplied by the department at the designated place shall thoroughly inspect all items before taking them over. In course of execution of the work, if any material is found damaged/working unsatisfactorily, then penalty equivalent to the cost of material + 10%, as penalty shall be recovered from the contractor's payments/securities.

- 12.e.1 In case of damage to PIJF cables, while laying, the cost of number of pairs damaged (including laying charges, transportation/shortage charges) adding 10% as penalty shall be recovered from the contractor's bills/securities.
- 12.e.2 However, contractor will not be penalised for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

13. Rescission/ Termination of contract

13.1 Circumstances for rescission of contract:

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

- If the contractor commits breach of any item of terms and conditions of the contract.
 - If the contractor suspends or abandons the execution of work.
 - If the contractor had been asked to rectify/replace any defective work and he fails to comply with the requirement within the specified period.
- 13.2 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 SSA at the rate approved for that particular area.
- 13.3 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.**
- 13.3.1 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.
- 13.3.2 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.
- 13.3.3 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 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
- 13.3.4 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.
- 14. 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.
- 14.1 Optional Termination by department (other than due defect of the contractor)**
- 14.1.1 the department may, at any time, at its option cancel and terminate this contract by a written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.
- 14.1.2 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 and hand over possession of the work concerned to the department.
- 14.1.3 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.
- 14.2 Issuance of Notice.**
- 14.2.1 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.
- 14.2.2 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.
- 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.
 - The contractor shall give in writing the tools and plants he would like to take away/remove from the site.
 - No new construction beneficial to the contractor shall be allowed.

Read, understood , complied & agreed

Signature & seal of bidder with Date

15 INDEMNITIES

- 15.1 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.
- 15.2 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.

16. FORCE MAJEURE:

- 16.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or 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.
- 16.2. 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.

17. ARBITRATION

- 17.1 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, Odisha 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, Odisha Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- 17.2 The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Odisha Circle Bhubanewar or such other places as the arbitrator may decide. The following procedure shall be followed.
- 17.2.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- 17.2.2 There should not be a joint submission with contractor to the sole arbitrator.
- 17.2.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 17.2.4 The onus of establishment his claims will be left to the contractor.
- 17.2.5 Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- 17.2.6 The "point of defence" will be based on actual conditions of the contract.
- 17.2.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

18. TERMINATION FOR DEFAULT

The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service supplier, terminate this contract in whole or in part

- a) If the service supplier fails to deliver his service within the time period(s) specified in the contract, or any extension thereof granted by the BSNL.

Read, understood , complied & agreed

Signature & seal of bidder with Date

b) if the service supplier fails to perform any other obligation(s) under the Contract.

19. COURT JURISDICTION

19.1 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.

19.2 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. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the General Manager Telecom District, Cuttack of Odisha Circle only.

A. General:

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering, the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).
- i. It is advised that all the documents to be submitted (**Section-IX**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

Financial bids & Technical bids shall be submitted by the bidder at the same time.

C. Broad outline of activities from Bidders perspective:

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders)

D. Digital Certificates

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

E. Registration

The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format. Requirement payment is to be made in e-payment, as instructed.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

It is the 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.

Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Read, understood , complied & agreed

The General Manager Telecom District Cuttack has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

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

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from _____ to _____</i> twhelpdesk404@gmail.com
BSNL Contact-1	<i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from _____ to _____</i>

18. 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.tenderwizard.com/BSNL 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.

19. 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.

- i. Crossed DD towards the cost of tender paper
- ii. Crossed DD towards Bid Security / EMD
- iii. Original copy of Power of attorney (If Applicable)
- iv. Proof of exemption in cost of tender document and EMD

c. Special Note on Security of Bids in ETS:

- i. 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:
- ii. 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)

- i. 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 (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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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://www.tendewizard.com/BSNL>).

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.
- 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 (EMD) of the defaulted contractor will be forfeited and he may be black listed.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION- VII
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 The work shall be accepted only after Acceptance Testing carried out by the A/T party.
- 1.2 The department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the department.
- 1.3 The department reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 The department reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by department in response to query raised by prospective bidders shall form an integral part of bid documents and it may be treated as an amendment to the bid documents.
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All work to be executed under the contract shall be executed under the direction of the AGM or SDO/SDE in-charge of work site.
- 1.8 The work in each section/zone may be split up between two or more contractor if considered expedient by the GMTD, Cuttack. GMTD, Cuttack under his discretion reserves the right to appoint more than one contractor for a single zone/section. However such allotment of a portion of any zone/section will not be treated as a bar for his entitlement for “not more than two zones” as defined under clause 14 of Section-VII of tender.
- 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to AGM within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of GMTD, Cuttack shall be final.
- 1.10 If at any time after the commencement of the work, the department may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the department shall give notice in writing to the contractors who shall have no claim to any payment of compensation neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the works as originally contemplated.
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum in part or whole from the security deposit of the contractor or running/financial bill pending against any contract with the department. In the event of the security being insufficient, then the balance or the total sum recoverable, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with department. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to department on demand the balance remaining due.
- 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering department or any other department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor’s service as the case may be.
- 1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the event of the contractor failing to comply with any of the conditions herein specified. The GMTD, Cuttack shall have the power to terminate the contract without any notice.
- 1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD, Cuttack on behalf of the CMD BSNL can terminate the contract without compensation to the contractor. However GMTD Cuttack at his discretion may permit contractor’s heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of GMTD, Cuttack shall be final.
- 1.15 Interpretation of the contract document.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 1.15.1 The representative of GMTD, Cuttack and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to GMTD, Cuttack whose decision shall be final.
- 1.16 Shut down on account of weather conditions.
- 1.16.1 The contractor shall not be entitled to any compensation if the whole or any part of the work is suspended due to bad weather conditions or other force majeure conditions.
- 2. STORE SUPPLIED BY THE DEPARTMENT**
- 2.1 At no point of time the contractor shall be issued stores of value more than the contractor's material security.
- 2.2 The contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to site of work at his own cost. The department shall not pay any transportation charges to the contractor.
- 2.3 All materials supplied to the contractor by the department shall remain the absolute property of department and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of GMTD, Cuttack. Any such materials remaining unused at the time of the abandonment completion or determination of the contract shall be returned to the department, failing which the cost of the unused materials shall be deducted from the contractor's materials security or any of his pending bills.
- 2.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all materials supplied to him by the department, which in the contractor's custody whether, or not installed in the work.
- 2.5 The contractor shall submit a proper account every month of all the materials supplied to him by the department and those consumed for items of work. Any discrepancy or difference between the materials issued to the contractor and those consumed in the work as per the "Department's calculation" which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges etc.
- 2.6 The contractor shall ensure that only the required materials are issued to him. After completion of work, the contractor shall return any unused materials that were supplied by the department.
- 3. EASEMENTS PERMIT LICENCES AND OTHER FACILITIES**
- 3.1 The contractor shall obtain/provide at his own cost all easement, permits and licence necessary to do its work except for the following which shall be provided by the Representative of the GMTD, Cuttack.
- Right of User easements and permits
 - Railway and Highway crossing permits including bridge.
 - Canal/stream crossings permits.
- 3.2 The contractor shall be fully responsible obtaining all necessary easements, permits and license for moving all construction equipment, tools supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of used and for bearing all costs that may be incurred in respect of the same.
- 3.3 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, Telephone poles and wires or guy wires, embankments, cliffs streams or other obstacles which may, in any manner, restrict or limit the use of the construction "Right of User".
- 3.4 A location where the U/G cable trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the Railways Department or local agencies having jurisdiction.
- 3.5 If the department is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in tender document.
- 4. Quality of works**
- 4.1 The department shall be the final judge of the quality of the work. The representative of GMTD, Cuttack has the right to prohibit the use of men and any tools materials and equipment which in his opinion do not produce work or performance to meet the requirement of the contractor documents.
- 5. TAXES AND DUTIES**
- 5.1 Contractor shall pay all rates, levies, fees royalties taxes and duties payable or arising from out of, by virtue or in connection with the contract and additional service Tax will be paid as per Govt. of India norms.
- 6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES**

Read, understood , complied & agreed

- 6.1 The contractor is fully responsible for taking all possible safety precaution during preparation and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public
- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such location dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall place warning boards (Minimum size 3' X 2'), traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions then a penalty of Rs. 500/- per day shall be levied on the contractor till the directions are complied by the contractor.
- 6.3 The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 6.4 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways, Bridge, Highways, and safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the AGM of the area.
- 6.5 The contractor shall be solely responsible for location through approved non destructive means and ensuring the safety of all existing underground pipe line, electrical cables, and or other structures.
- 6.6 The contractor shall be solely liable for all expense for and in respect of repairs for damage occasioned by injury of/damage to such underground structures or other properties and undertake to indemnify the department form the against all action. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal property damages, resulting there from.
- 7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**
- 7.1 Obtaining Licence before commencement of work from State Govt/Govt. of India labour office. The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provision of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.
- 7.2 Contractor Labour Regulations:**
- 7.2.1 Working Hours**
- 7.2.1.1 Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 7.2.1.2 When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 7.2.1.3 Every worker shall be given a weekly holiday normally on a Sunday, in accordance with provisions of minimum wages (Central) Rules 1960, as amended form time to time.
- 7.2.1.4 Where the minimum wages prescribed by the department, under the minimum wages act, are not inclusive of the wages for the weekly day or rest, the worker shall be entitled to rest day wages, at the rate applicable to the next proceeding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 7.2.1.5 Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normally weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days.
- 7.2.2 Display of Notice Regarding wages etc.
The contractor shall, before the commence his work on contract, display and correctly maintain and continue to do so, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under minimum wages Act, the actual wages being paid, the hours of work

Read, understood , complied & agreed

Signature & seal of bidder with Date

for which such wage are earned, wages periods, date of payment of wages and other relevant information.

7.2.3 Payment of wages:-

7.2.3.1 The contractor shall fix wages period in respect of which wages shall be payable.

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, shall be paid before the expiry of seventh day.

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

7.2.3.5 All payment of wages shall be made on a working day at the work premises during the working time and on a date notified in advance. Final payment shall be made within 48 hours of the last working day.

7.2.3.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

7.2.3.7 All wages shall be paid in current coin or currency or in both.

7.2.3.8 All wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of wages Act 1956.

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

7.2.3.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorised representative of the Engineer-in-charge.

7.2.3.11 The contractor shall obtain from the site Engineer i.e. SDO/SDE/JTO a certificate under his signature at the end of the entries in the "Register of Wages" or the Wage-cum-Muster Roll, in the following form.

7.2.3.12 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.

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

7.2.4 Fines and deductions which may be made from wages:-

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

a. Fines.

b. Deduction for absence from duty. The amount of deduction shall be in, proportion to the period for which he was absent.

c. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody where such damage or loss is directly attributable to his neglect or default.

d. Deduction for recovery of advances or for adjustment of overpayment of wages.

e. Any other deduction, which the Central Government may allow from time to time.

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

7.2.5 Labour records:-

7.2.5.1 The contractor shall maintain Register of persons employed on work on contract in Form XIII of the contain Labour (R&A) Central Rules 1971.

7.2.5.2 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.

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

7.2.5.4 Payment of contract labourer by the contractor to be carried out as per the rate of State Govt/Central Govt.

7.2.5.5 The contract labour engaged by the contractor may be covered by ESI and EPF scheme by the contractor himself as per rule.

7.2.5.6 The contractor will issue employment cards of engaged contract labourers.

Read, understood , complied & agreed