



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager Telecom District, Cuttack

E-TENDER DOCUMENT FOR

Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District

No. PLG/FTTH Mtce/2018-19/15

Dated 04.02.2019 at Cuttack

Cost of E-Tender Document: - 590/-

(This includes Tender document Cost 500/- and GST @ 18% i.e., 90/-)

Total number of Pages: -43

Read, understood , complied & agreed

Signature & seal of bidder with Date

CONTENTS OF TENDER DOCUMENT

SECTION NO.	Description	PAGE NO.
Cover Page	COVER PAGE	1
Index	INDEX	2
I (A)	NOTICE INVITING TENDER	3-4
II	Tender Details	5
III	SCOPE OF WORK & SCHEDULE OF SERVICE REQUIREMENTS	6-7
IV	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	8-20
V	SPECIAL CONDITIONS OF THE CONTRACT	21-25
VI	FINANCIAL BID	26
VII	CHECK LIST OF DOCUMENTS	27-28
VIII	LIST OF ALL TYPE OF FORMATS	29
Annexures	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES ETC	30-43

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager, Telecom District, Cuttack
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, E-tender document for outsourcing of OFC Splicing under mtce works and FTTH Mtce works in Cuttack Telecom District.

Sl No	Item	Particulars
1	Tender Notice No & date	No. PLG/FTTH Mtce/2018-19/15 dtd. 04.02.2019
2	Tender item	E-tender document Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District.
3	Tender Document can be downloaded from date	06.02.2019
4	Date of receipt of queries from bidders	Up to 17.00 Hrs of 15.02.2019
5	Reply of queries by BSNL	Before 17.00 Hrs of 20.02.2019
6	Last Date of Submission of Tender	27.02.2019 up to 17.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	28.02.2019 at 11:00 Hrs
8	Amount of Bid Security/EMD	Rs 46,000.00 (Rupees forty six thousand) i.e 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 the Section-I, Para 2(a)
	Cost of Tender Form	590/- (Rupees five hundred ninety only) - Non- Refundable. The payment will be accepted in form of crossed DD drawn on any nationalized / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1(A)

Note:- 1 Exemption in **Cost of Tender Document 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> 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	(CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	ssb1351@gmail.com
Contact No	0671-2304440, 9437082288

Read, understood , complied & agreed

Signature & seal of bidder with Date

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.
- 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 following the “Tenders” link of the website www.odisha.bsnl.co.in or <https://eprocure.gov.in/cppp>
- 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 VIII.**
- 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4(a) The bidder should have experience in laying and jointing of OFC & UG cable laying work in BSNL/MTNL/Other PSUs/Central Govt. of minimum Rs. 6.5 Lakhs taken together during last three financial year (2015-16, 2016-17 & 2017-18) and current year. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE or equivalent duly countersigned by an officer not below the rank of DGM will also be considered.
- 4(b)The documents as listed out in **Section VII** 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.
5. **Eligibility Criteria:-** The bidder should have the following eligibility
 - a) Registered firm/company (if applicable), b) Experience as per clause 4(a), c) valid PAN card & upto date Income Tax return d) Valid labour licence from Central Labour Commissioner office, e) Valid EPF Registration, f) Valid ESI Registration, g) Uptodate payment challan for EPF and ESI h) valid GSTIN registration & proof of latest return of GSTR-1.
- 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.
- 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 (in case of new bidder) and submit to receive document fee and EMD as per GSTIN requirement in ERP.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-II

Tender Details

ITEM of Works	Estt. Cost including Service Charge (Amount in Rs.)	EMD / BID Security Amount (In Rs.)	PBG Amount (In Rs.)	Tender Paper Cost (In Rs.)
Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District.	18,40,000.00	46,000.00	1,84,000.00	590.00

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

1. Payment terms:

No payment will be made for goods rejected at the site on testing.

1.1 The Payments due to the contractor / vendor will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / vendor. Contractor / Vendor should submit the mandate form/Vendor creation duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.

(i) Vendor will submit the bills in duplicate

(ii) Proof of GST paid challan

(iii) While raising invoice, vendor/bidder is to mentioned BSNL GSTIN number invariable in bills.

(iv) Bidder/vendor have to upload GSTR1 against BSNL GSTIN.

(v) GSTIN return to be filled as per schedule GST provisions.

1.2 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/vendor. The bidder company are required to give the following information for this purpose :-

i. Beneficiary Bank Name :

ii. IFSC Code of Beneficiary Branch:

iii. Beneficiary Account No.:

iv. Branch Serial No. (MICR No.) :

2.0 Evaluation Criteria:

Financial evaluation will be done on Grand total of weighted Average.

(The evaluation of **Financial Bid** will be done on composite basis taking total service requirements and the rates quoted against each components of work in to consideration as per **Financial Bid, Section-VI.**)

The L-1 bidder will be allotted 60% of the quantity tendered at the approved rate, L-2 bidder 40%.

If L-2, L-3... bidders are not accepting the L-1 approved rate, it will be offered to next two lower bidders i.e. L-4 & L5 & so on. If no bidder agrees for L1 rate full quantity will be ordered on L-1 bidder.

If any only one bidder accepts the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60: 40.

Lowest based on financial bid L1, L2 are financial ratings of bidders in ascending order. L1 is the lowest bidder.

3.0 Period of Contract:

Initially period of contract will be for **1 year**. Based on the field performance certificate validity of contract can be extended for a further period of up to maximum 6 months with an additional increase of maximum 25 % of the estimated cost.

4.0 Amendments/Modifications to bid documents if any will be hosted on our website www.tenderwizard.com/BSNL 10 days prior to the date of bid opening

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION – III

SCOPE OF WORK

1.0 INTRODUCTION

1.1 Through this Tender, BSNL shall finalize the Bidders to carry out O/H erection of OFC and OFC Splicing for FTTH provision and FTTH mtce works. The following works are required to be done by the bidder.

1. Over Head erection & Drawing or recovery of 4/6 Fiber or 24 fiber with or without support. One end of the fiber may be required to be underground for fusion splicing to the nearest OFC joint.
2. Fusion splicing upto 4 fiber or upto 24 fiber
3. Internal wiring of the fiber inside customer premises with nail type clamps / Flat plastic casing.
4. Digging test pit for OF splicing/jointing, filling and blowing /pulling of drop cable in duct/joint.

2-BIDDER'S ROLE & RESPONSIBILITY

- 2.1 Successful Bidder has to intimate his mobile no & mail id for communication.
- 2.2 All the minimum required tools like OFC splicing machine, OTDR, GPS meter, drilling machine are to be arranged by the Successful Bidder. The successful bidder must have one set of such tools in his own name, before execution of the agreement.
- 2.3 BSNL shall provide 4/6/12/24 fiber and ONT equipments termination/joint box splitter & patch chords. Bidder shall be responsible for safe transport of all such item from concerned area SDO office to Project site at its own cost and also ensure safe storage and custody of such BSNL supplied materials .
- 2.4 Successful Bidder shall plan the minimum length & safe height for the Overhead route upto desired location. Special care has to be taken at road crossing so that breakdown by vehicle is avoided. All the Road Crossing are to be properly tied with support wire to avoid Sag.
- 2.5 The Successful Bidder must have to complete MB entry on quarterly basis.
- 2.6 The Successful Bidder shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, notifications etc as per Law of the land and of Government/ court/ tribunals.
- 2.7 (A)In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, the approved vendor has to provide free service of splicing joint, for a period of six months from the date of execution of work .Such failures are to be attended within 48 hrs of intimation through SMS/mail/Whatsapp.. Else necessary penalty of 5 % of the agreed cost for joint will be deducted per day beyond 48 hours of intimation.
(B)In case of delayed service beyond 72 hrs of intimation, BSNL may carry out the repairs and penalty equivalent to the approved rate of the jointing work shall be recovered from the contractor from any amount due to him without prejudice to completion of work.
(C) All such penalty is subject to maximum of 10 (Ten) percent of the cost of the work awarded. However such delay may further warrant termination of contract with forfeiture of SD. The decision of Principal General Manager, BSNL, Cuttack will be final in this regard.
- 2.8 The latitude- longitude of the core joint from where overhead is drawn is to be given during submission of bills. Also for all the core joints made enroute, latitude- longitude is to be submitted.

3 BSNL ' s Role & Responsibilities

- 3.1 BSNL shall allot 4/6/12/24 fiber ,ONTs Termination / joint box, splitter, patch cards and its standard accessories to the Bidder on need basis as per requirement of the FTTH provision.
- 3.2 BSNL shall provide backbone connectivity point such as underground OFC joint point or nearest suitable Splitter point from where 4 / 24 fiber has to be drawn.
- 3.3 BSNL shall provide the necessary guidance while jointing with the main underground OFC.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SCHEDULE OF SERVICE REQUIREMENTS ARE AS FOLLOWS

The rate shall be quoted by the bidder. The item descriptions are considered as Work Component.

Labour Cost

SI No	Work Component	UNIT
1	Over Head Drawing up to 6Fiber	Per meter
2	Over Head Drawing of 24 Fiber	Per meter
3	Fusion splice of up to 6 F per fibre	Per Joint
4	Fusion splice of 12/24 F per fibre	Per Joint
5	Digging test pit for OF splicing/jointing and filling up.	Per Pit
6	Fixing of Bamboo pole including all cost per pole	Per No
7	Internal wiring of fibre inside customer premises with nait type clamps/flat plastic casing.	Per meter

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-IV
INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

1. TERMS:

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

2. SERVICES TO BE PROVIDED

As per Section-III

3. ELIGIBLE BIDDERS

As per clause-5 of DNIT, Section-

(The individual/firm/company black listed by BSNL can not participate in the tender)

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	TENDER DETAILS	II
3	SCOPE OF WORK & SCHEDULE OF SERVICE REQUIREMENTS	III
4	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	IV
5	SPECIAL CONDITIONS OF THE CONTRACT	V
6	FINANCIAL BID	VI
7	CHECK LIST OF DOCUMENTS	VII
8	LIST OF ALL TYPE OF FORMATS	VIII

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 14 days of last date of the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

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

7. DOCUMENTS TO BE SUBMITTED FOR BID

Read, understood , complied & agreed

Signature & seal of bidder with Date

- a) The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VII**. 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.
- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) 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.
- d) 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/PBG/SD) 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/individual. In case contract has already been awarded to the bidder, then PBG/SD 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/individual. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-J of Section-VIII**.

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 06.02.2019 to 27.02.2019 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 06.02.2019 to 27.02.2019</i>

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

It is single stage and two bid system and the bid prepared by the bidder shall comprise 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

The bidder shall quote rates as per schedule given in **Section VI**.

12. COMPLIANCE

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

13. A. BID SECURITY/EMD

- a) The bidder must deposit the amount as Bid Security vide **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 of amount as stated in **Section II** 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 released only on receipt of their LOI, furnishing required performance bank guarantee/FDR and signing the agreement.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (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.
- (d) A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.
- (e) Exemption in **EMD** under MSME is permitted, if the registration is for tendered item with other eligibility condition as per MSME provision.

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 Performance Security Deposit @ 10% of estimated costs of tender, or,
- The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- withdraws his bid during the period of bid validity specified by the bidder in the bid form;

14. FORMAT AND SIGNING OF BID

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

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

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

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

15. PREPARATION & SUBMISSION OF BIDS

I) Contents of the Bid:

The bid contains three parts –

Part A: The First Part (Envelope) should contain

- I. Crossed DD towards EMD/ Bid Security as per **Clause 2(a) of Section – and Section II**
- 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 E-tender document Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District, NIT No. PLG/FTTH Mtce/2018-19 dtd. 09.2018, 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

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 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, have to be uploaded in the e-tender portals.

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per **Section VII** 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. Financial bid should not be submitted alongwith part A and Part B.

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.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. If any one of the document required to be uploaded is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- d. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- 16(a). After the Locking Time, no bidder can submit the bid.
- 16(b). The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- 16(c). No bid shall be modified subsequent to the deadline for submission of bids as above.

17. BID OPENING AND EVALUATION

- 17(a). Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date as noted in NIT. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per **Annexure G in Section VIII**. The bidders can view the opening details after the Tendering Authority opened them.
- 17(b). The bidder or his representative, who is present, shall sign in tender opening register
- 17(c). The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- 17(d). Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- 17(e). Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

18. PLACE OF OPENING OF TENDER BIDS

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

19. PRELIMINARY EVALUATION

- 19(a). Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 19(c). For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- 19(d). A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 19(e). The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- If the supplier does not accept the correction of the errors, his bid shall be rejected.
- The financial bid and L1 will be evaluated considering only the substantially responsive bids.
- The evaluation and comparison of substantially responsive bids shall be done on the basis of gross total of all items
- Tendering authority may negotiate with L1 bidder only or can 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 as per the norms given below

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100	NIL	NIL	NIL	NIL
Two bidders	60 %	40%	NIL	NIL	NIL
Three bidders	50%	30%	20%	NIL	NIL
Four bidders	40%	30%	20%	10%	NIL
More than four bidders	NIL	In the inverse ratio of their evaluated quoted prices			

21. CONTACTING THE TENDERING AUTHORITY

- 21(a). Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 21(b). Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

22. AWARD OF CONTRACT & CONTRACT PERIOD

- 22(a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to those bidders whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Section 22(d)** of this Section. The tendering authority shall have the right to keep more than one contractor.
- 22(b) The work against the tender **is for one year's** requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.
- 22(c) The rates agreed upon shall be valid for a period of one year from the date of signing of agreement. The agreement will be normally for one year and can be extended on same approved rates and same terms & conditions for maximum another one year.
- 22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at **Annexure – F of Section VIII** for an amount of 10% of the estimated cost of the tender, in the form of Bank Guarantee/Fixed Deposit Receipt from a Nationalized/ scheduled Bank

Read, understood , complied & agreed

Signature & seal of bidder with Date

for a period of **2 & ½ years** in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Cuttack payable at Cuttack as awarded by the GMTD, Cuttak. The PSD 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.

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

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

23. SIGNING OF CONTRACT AGREEMENT:-

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 from this office. In the event of failure of the tenderer to sign the agreement within 14(Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

24. PREPARATION & SUBMISSION OF BILL

Each claim bill of contractors must accompany the following documents: -

Procedure for preparation and settlement of bills for works order wise.

Procedure for preparation, processing and payment of bill: The contractor shall prepare the final bill in triplicate of all the works completed and submit the same to JTO in-charge of work within first week of every odd month and payment shall be made within six months of the amount of the contract. The final bill shall be prepared for all the measurements of all items involved in execution of complete work of the work orders. The contractor shall prepare the final bill containing the following details:

The bill for all the quantities as per Measurements at the approved rates three set of bound documentation.

The JTO & SDE. In-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specification and terms and condition of the contract. The S.D.E. shall verify the quantities of items of work with reference to measurement recorded in the measurement book. The S.D.E. in – charge of work shall submit the final bills, along with other documents mentioned above, with the document as mentioned here under to the SSA head through AGM concerned. The bills should contain.

Bill prepared by the contractor. Material reconciliation statement Measurement Book.

Copy of register containing all the data's as per tender condition.

Details of recoveries/penalties for delays, damages to BSNL/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

The Divisional Engineer / Assistant General Manager shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer / Assistant General Manager shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other document submitted by S.D.E. along with the bills as above to the higher officer for processing and final payment.

The office cell dealing with FTTH building works bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis W.O issued sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all liabilities of the contractor and statutory taxes. The bill shall be passed, after necessary scrutiny by Work Section, by the officer competent to pass the final bill.

Procedure for payment for substandard works:

The contractors are required to execute all works satisfactorily and in accordance with the specification. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work or unsound or of a quality inferior to that contracted for or otherwise not in accordance with the

Read, understood , complied & agreed

Signature & seal of bidder with Date

contract (referred to as substandard work hereinafter), the Assistant General Manager in – charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

Timely action by Construction officer: Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the Assistant General Manager 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 – change in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item 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, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

25. (A) DISPUTES IN TENDER FINALIZATION:

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of GMTD, Cuttack shall be final and binding on all concerned.

25 (B) DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender.

26. The BSNL reserves the right to award work to more than one contractor in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

27. Termination of Contract by BSNL

- a. The GMTD, Cuttack may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- b. BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving **two months** notice in writing to the service provider if the contractor fails to provide unskilled labourers within the period specified in the contract or any extension thereof granted by BSNL.
- c. If the contractor fails to perform any other obligation (s) under the Conditions of the contract.
- d. All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post ,these would have been delivered to the service provider.
- e. Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract, by giving **two months** notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.
- f. The GMTD, Cuttack may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled for payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- g. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective SDOs/SDEs or as directed by BSNL authority.
- h. BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

28. Penalty Clause:

Delays in the contractor's performance:

The time allowed for completion of the work as entered in the work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the BSNL. The work shall, throughout the stipulated period of contract be proceeded with all due diligence to achieve the desired

Read, understood , complied & agreed

Signature & seal of bidder with Date

progress uniformly, and the contractor shall pay as penalty an amount equal to 3% of Fixed monthly charge (FMC) of FTTH connection per day of delay in completion of each FTTH provision work, subject to a maximum of 12(twelve) percent of the cost of the total work awarded.

On any date the penalty payable as above, reaches 12 (twelve) 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 that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer. One of the conditions of such agreement may be stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between BSNL and contractor.

Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment form the security deposit or form 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.

In case of slow progress of the work in a building which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, Pr 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. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.

The Bharat Sanchar Nigam Limited shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Bidder rates and Bidder's obligation shall remain unaffected by such escalation and/or increase. However if during the execution of the contract any decrease in rate of material the same will pass to the BSNL. Bidder shall submit Monthly reports.

TERMINATION FOR DEFAULT:

If the bidder is not turning up for attending any faults/ provisioning of FTTH Connections reported upon continuously for 7 days and/or if the bidder fails rectify at least 80 %of all the faults reported within the time frame of the tender consecutively for 15days then BSNL has the right to terminate the contract and also the performance security submitted by the bidder will be en-cashed.

TERMINATION FOR INSOLVENCY:

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

However the GM of the district reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

29. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

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

29.1. Contractors Labour Regulations:

The bidder shall ensure compliance of all statutory obligations, viz. payment of wages / salary to the workers engaged by him on regular and timely basis (by 7th every month) and any other amounts including any Statutory Dues, charges, taxes and levies payable as per the relevant statues applicable and subsequent amendment thereof and same should be sole liability of Bidder and BSNL will not be liable in any circumstances whatsoever. The Bidder shall comply with the provisions of Employees State Insurance Act 1948, Workmen's Compensation Act, the Employees Provident Fund (and Family Pension Fund) Act 1952, the Payment of Bonus Act 1963, the Industrial Disputes Act 1947, the Payment of Wages Act, Contract Labour (Regulation & Abolition) Act 1970 with Contract Labour (R&A) 1971 and / or any other
Read, understood , complied & agreed

Signature & seal of bidder with Date

rules, regulations and / or statues that may be applicable from time to time or that may be introduced by the Centre /State Government or Municipal / Local Self Government authorities, subsequent to the date of this agreement. Default on this account shall be deemed as sufficient ground for termination of the Agreement.

In case of accident arising out of and in the course of this agreement. BSNL being owner / Sr Employer will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the bidder for payment towards loss or compensation whatsoever.

The person engaged by bidder shall be treated as bidder's own employees and they will claim no privileges from BSNL. The bidder will be directly responsible for administration of his employee as regards their wages, uniforms, general discipline and courteous behavior.

30. RIGHT TO VARY QUANTITIES

BSNL will have the right to increase or decrease up to 25% of estimated cost without any change in the service charge rate or other terms and conditions at the time of award of the contract. As a result the estimated cost will also be changed.

31. ANNULMENT OF AWARDS

Failure of the successful bidder to comply with the requirement of Clause-22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

32. PERIOD OF VALIDITY OF BIDS

- a) Bid shall remain valid for 180 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

33. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

34. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by 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 (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies 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 party may, at his option terminate the contract.

35. Arbitration:

- In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- There should not be a joint submission with contractor to the sole arbitrator.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defence” will be based on actual conditions of the contract.
- Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

36. Set Off:

- Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

37. REJECTION OF BID

The bid will be rejected in case of :-

- i. Non-submission of required documents as per Section VIII.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security
- iv. Incomplete of bid
- v. Non-acceptance of correction of price

38. DEBARRING CONDITIONS

- Sub-contracting of the work will debar and disqualify a successful bidder.
- BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- The engagement and employment of unskilled labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

39. NEAR-RELATIONSHIP CERTIFICATE

- 39.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 39.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 39.3 The near relatives for this purpose are defined as:-
 - (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and

Read, understood , complied & agreed

Signature & seal of bidder with Date

sister's husband (brother in law).

39.4. The format of the certificate is given in Annexure-D of Section-VIII.

40. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action for rejection of tender/contract & forfeiture of EMD/Performance Security Deposit.

41. COURT JURISDICTION

41.1 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.

41.2 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".

42. 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 VII**) 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

Read, understood , complied & agreed

Signature & seal of bidder with Date

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.

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 06.02.2019 to 27.02.2019 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 06.02.2019 to 27.02.2019</i>

43. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.orissa.bsnl.co.in/cuttack and 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.

44. a. 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.

b. 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
- Read, understood , complied & agreed

Signature & seal of bidder with Date

information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

- iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE)” covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://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 given in **Clause-8(d)** of this section, for any type of assistance/help, which they may require while uploading the bids.

- c. In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, GMTD Cuttack reserves the full rights to allot those work to any of the selected contractors at approved rate and conditions of contract.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-V

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' "General (Commercial) Conditions of the Contract" wherever there is a conflict, the provisions herein shall prevail over those.
2. BSNL will issue provisional work order for installation of FTTH customer provisioning work month wise. The details of addresses of installation will be sent on the email address & as SMS on the Mobile no given by the bidder as and when the demands of FTTH come. After completion of work for that month Final work order will be issued which is to be attached with the bills claimed.
3. The work order will be issued by AGMs or SDOs as authorized by the Pr G.M.
4. Time allowed for completion of work:-As & when a new FTTH connection will be booked, intimation will go to the bidder in Email & SMS address of the Joint point / splitter point from where the connection is to be given. Within 72 hours of such intimation that connection has to be provided. If the delay is due to any departmental reasons then it has to be certified by a officer above the rank of work order issuing authority .Else penalty will be charged as per tender condition.
11. Application for Extension of the Time and Sanction of Extension of Time (EOT):
 - a. There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed form (part-A) to the SSA head for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The SSA head is empowered to grant extension of time for completion of work on certain condition. He shall exercise such powers, if the following conditions are satisfied.
12. The application contains the ground (s), which hindered the contractor in execution of work.
13. The SSA head is of the opinion that the grounds shown for extension of time are reasonable.
 - a. The SSA head shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reason for delay are not ascribable to the contractor.
14. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued to grant the extension of time.
15. If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.
16. **MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:**
17. Measurement:
 - a. The **measurement books** are to be maintained by the Officer under whose supervision the work is carried out, not below the rank of JTO. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the contractor/ subcontractor.
 - b. Responsibility of taking and recording measurements: The measurements of various items of work shall be taken and recorded in the measurements book. The measurements shall be taken and recorded by contractor and the authority appointed by BSNL. Contractor shall be directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The JTO / **Sub Divisional Engineer shall be responsible for conducting test check of 100% of measurements.** The DE / AGM shall be responsible for conducting test check of 20 % of measurement. In case the sample measured data will not match with the measurement book, whole work order for that building works shall be considered as per any lowest sample data and penalty shall be made accordingly.
 - c. Method of recording of nomenclature of items: Complete nomenclature of items, as given in the agreement need not be reproduced in the measurement book for recording the measurement but corresponding item code as provided, shall be used.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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

18. Measurement of length of fiber:-. The length of Fiber laid in trenches /made over head/ fitted in the building shall be measured by use of RODO Metre/ Measuring Tape. The length should be cross-verified with the marking of lengths on the duct. The lengths shall be recorded in sheet provided in the measurement book .Extra Loop kept along the route will not be considered for payment towards laying/drawing/ fixing over wall.

19. After completion of the work as per work order the contractor will give the detailed work report in a predefined format mainly showing :-date of Receipt , Telephone No/Circuit No,FMC Cost ,Address of customer, LAT & Long of initiation point (Joint/Splitter),address of initiation points ,Lat & Long of Customer Address , Date of Provision ,Length of Fiber used ,Type of fiber used, Nos of Splitters fitted, No of Outdoor Joints, No of indoor Joints , Land mark point if any . Apart from this officer authorized to give work order may ask for additional optional datas. These datas are to be submitted within one month of completion of that work order.

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

21. The DGM / AGM before passing the bill for the work order by each set of measurement may carry out test check as many locations as necessary as specified in document procedures, and bills will be passed only when he is personally satisfied of the correctness of entries in the “measurement Book” and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the AGM/Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks; however such test pits shall not be more than 20 %of the installation work.

22. Inspection, and Quality Control:

23. It is imperative that the contractor is fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that work are carried out as per specifications and with due diligence and in a professional manner. The contractor shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same for inspection.

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

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

25. Site Order Book: The **site order book** is one of the primary records to be maintained by the supervisor supervising the work during the course of execution of works. The noting made by supervisor will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the BSNL in the Site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor. The Supervising officer may intimate the contractor about the defects through e-mail /SMS.

26. Offering the work for measurement: The contractor, after having satisfied himself about completion of work shall offer the work to supervising Officer for conducting measurement and Testing. The work shall be offered for measurement and testing as soon as the work is complete in all respects.

Read, understood , complied & agreed

Signature & seal of bidder with Date

27. The contractor shall provide labour, if demanded by the supervising officer for digging of test pits and other necessary infrastructure for carrying out the measurement work. No extra payment will be made for the digging of test pit.

28. WARRANTY:

a. Replacement/repair 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.

b. AUDIT AND TECHNICAL EXAMINATION:

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

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

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

29. INDEMNITIES :

30. The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding , charges and expense and liabilities resulting from or incidental or in connection, with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract document. In addition the contractor shall reimburse the BSNL or pay to the BSNL 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 BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

32. All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of SSA. In –case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/ store of the contractor such site office/ store will also be treated “as site” for this purpose, Any such materials remaining unused at the time of the

Read, understood , complied & agreed

Signature & seal of bidder with Date

abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

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

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

35. QUALITY OF WORKS:

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract document. Laxity or failure to enforce compliance with the contract documents by the BSNL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The representative of BSNL 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 meet the requirement of the contract documents.

39. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public. Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, highways safety precautions while working in Public Street as per Engineering Instructions. The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures. The contractor shall be solely liable for all expense for and in respect of repairs and/or damages occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/ or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred. 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 of property damages, resulting there from.

42. INSURANCE:

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

43. COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or subcontractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

44. TOOLS AND PLANTS

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VI

FINANCIAL BID

RATE SHEET (TO BE QUOTED BY BIDDERS)

B. Labour Cost

SI No	Work Component	UNIT	Rates quoted (in Rs.)	
			In figure	In words
1	Over Head Drawing up to 6Fiber	Per meter		
2	Over Head Drawing of 24 Fiber	Per meter		
3	Fusion splice of up to 6 F	Per Joint		
4	Fusion splice of 12/24 F	Per Joint		
5	Digging test pit for OF splicing/ jointing and filling up the same after jointing	Per Pit		
6	Fixing of Bamboo pole including all cost per pole	Per No		
7	Internal wiring of fibre inside customer premises with clamps / plastic casing	Per mter		

Note 1:-

1. Incomplete financial bid will be treated as 'rejection'. Incomplete implies Non quoting of the rates (i.e. No blank is allowed).
2. Rate should be exclusive of GST but inclusive of all other charges/any govt. levies
3. L1 will be the lowest gross total of items.
4. No transportation charge will be levied

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VII
CHECK LIST OF DOCUMENTS

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

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal except page 26	Whole Tender Document			
2	Self attested of Registration of firm/company (if applicable)				
3	Self-Attested Photo copy of PAN Card and uptodate IT return				
4	Valid GSTIN registration & Proof of latest return of GSTR-1				
5	Self-Attested Photo copy of Experience Certificate as per NIT.				
6	Self Attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper				
7	Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security				
8	Self-Attested Photo Copy of valid EPF registration certificate.				
9	Self-Attested Photo copy of valid ESI Registration Certificate.				
10	Self-Attested Photo Copy of the uptodate payment challan for EPF and ESI				
11	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner				
12	No near relative certificate duly filled in and signed	Section-VIII Annexure-D			
13	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section-VIII Annexure-G			
14	Tenderer's profile duly filled in	Section-VIII Annexure-H			
15	Self-Attested Photo copy of "Power of Attorney" as per clause 14.3 of Section-IV				
16	Self attested copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).				

Cont.

Read, understood , complied & agreed

Signature & seal of bidder with Date

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
18	Declaration of Non - tampering of tender document duly filled and signed.	Section-VIII Annexure-B			
19	Declaration for Downloading the tender Document duly filled and signed.	Section-VIII Annexure-E			
20	Bid form duly filled and signed	Section-VIII Annexure-I			
21	Clause by clause compliance duly filled and signed	Section-VIII Annexure-C			
22	Check list duly filled in	Section-VII			
23	Undertaking regarding genuineness of the documents/information duly filled and signed	Section-VIII Annexure-J			
24	Master Vendor Form (in case of new bidder)	Section-VIII Annexure-K			
25	Creation of customer ID	Section-VIII Annexure-L			

Note:- 1 All corrections and overwriting must be signed with date by the tenderer or his authorized representative.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VIII

LIST OF ALL TYPE OF FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES

Sl No	Format Name
1	ANNEXURE-A: AGREEMENT (Sample Format)
2	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5	ANNEXURE-E: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.
6	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8	ANNEXURE-H: TENDERER'S PROFILE
9	ANNEXURE-I: BID FORM
10	ANNEXURE-J: UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
11	ANNEXURE-K: VENDOR MASTER FORM
12	ANNEXURE-L:- CREATION OF CUSTOMER ID

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-A

AGREEMENT (Sample Format)

An agreement made this between Pr. GMTD, Cuttack hereinafter called the BSNL to the context include his successors and assignees on the one part and having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: E-tender document Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District. Details of Scope, Specification and Job Description are as per the details given in the original tender document.

Vide Tender No..... dated

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms – conditions of the tender document vide Tender No.....Dt

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc. as per tender document vide Tender No dated - (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for one year with effect from to.....
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 described in this tender document and issued by the Govt. from time to time.
7. The contractor hereby under takes that the labourer deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
8. The contractor hereby under takes that a formal deployment letter to the labourer will be issued by him stating the points which the labour has to follow during the period of deployment after the signing the agreement.
9. Performance Security Deposit of Rs.....is furnished below:-
 - a. Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ TDR NO/DD No. Dt..... of (bank)and it is valid upto Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

Signature of the Contractor

Signed and delivered for on behalf of the
Bharat Sanchar Nigam Limited

Mobile No-
Mail ID –

In the Presence of witness

1. Signature:

1. Signature:

Name /Address-

Name /Address
Designation

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-B

Declaration of Non tampering of tender document

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

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

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

Place : _____

Signature of the Tenderer _____

Date: _____

Name of the Tenderer _____

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

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

DECLARATION

I/We _____ S/o _____
_____ resident of _____

_____.hereby certify that none of my near relative(s) as defined in the tender document is/are employed any where in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder _____

Name : _____

Note: The near relatives for this purpose are defined as :

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:

Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

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

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-F

Proforma for Performance Bank Guarantee

(To be typed on Rs.100/- non-judicial stamp paper & for the period 2 & 1/2 years)

Dated:.....

Sub: Performance guarantee.

Whereas DGM (NW-OP-CFA)/Rural, O/o GMTD, BSNL Cuttack R/o (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and GMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (NW-OP-CFA)Rural, O/o GMTD, BSNL Cuttack of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Cuttack regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Cuttack shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Cuttack against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Cuttack or any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which

Read, understood , complied & agreed

Signature & seal of bidder with Date

under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Cuttack.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-G

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

To

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

Sub: Authorization for attending bid opening on _____ (date) in the E-tender document Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-H
TENDERER'S PROFILE

Passport Photograph of bidder/firm proprietor/ authorised signatory
--

General:-

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

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

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

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

Place & Date:-

Signature of tenderer/authorized signatory

Name of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-I
BID FORM

To
The General Manager
Telecom District, Cuttack-12

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.
2. We undertake, if our bid is accepted, we will execute the work in accordance with specification, time limits & terms and conditions stipulated in the tender document.
3. If our bid is accepted, we will provide you with a performance guarantee from a nationalized/scheduled bank for a sum @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this bid for a period of 150 days from the date fixed for bid opening (Qualifying bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

Dated this day of (the year)

Signature of authorised signatory

In capacity of

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J

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

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (E-tender document Overhead Erection of OFC and OFC splicing for provision of FTTH connections and FTTH mtce work in BSNL Cuttack Telecom District.) are true and are exact copies of the original documents/certificates are available with me.

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

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-K



VENDOR MASTER FORM



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

(*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title * :

Name * :

Address * :

Town/District* :

City * :

State* :

Postal/Pin code* : Country *

Contact Details

Telephone Number : Fax No :

Email_Id :

(Mandatory for E-tendering :

Name of Contract Person : Mobile No.

Contact Details

PAN :

GSTIN reg no :

LST (Local VAT reg No) CST Reg No. :

Tax registration no :

(for Foreign Vendors)

Income Tax Exemption details

IT exemption no. IT exemption rate :

IT Exemption date

IT exemption date from IT exemption date to

Read, understood , complied & agreed

Signature & seal of bidder with Date

Excise Details

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

Payment Transaction/Bank Details

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

Type of Account : Saving (1) Current (11)

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

(Enclose a blank Cheque/a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status

Micro/SSI Status : Yes No

- I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details which are specified above.
- I/We here authorize BSNL to reduct bank charge applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @ 20% will be deducted whenever applicable
 - If Excise Registration/GST Registration/ Number is not provided, then the taxes will not be paid whenever applicable.
 - If Bank particulars are not provided, the payment will be made by Cheque only.
 - If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company/Vendor Authorised Signatory/Designation Date Company Seal

For Office use)

Vendor Account Group : Payment Method :

TDS – Invoice : TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L

CREATION OF CUSTOMER ID FOR TENDER

Company Name & postal address with PIN Code	
Contract No.	
Email id	-
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

Read, understood , complied & agreed

Signature & seal of bidder with Date