



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM,
ITANAGAR, ARUNACHAL PRADESH SSA

e - Tender
for
Recovery and Laying of PIJF UG cables during 4-lane expansion works in
Itanagar and Naharlagun areas of Arunachal Pradesh SSA.

Tender No: WG-524/A/PLG/2017-18/1

Dated 27.11.2017

Due Date and Time of Opening: 03/01/2018, 1530Hrs

Validity of Offer: 180 days from the Date of Opening

| | |
|----------------------|--|
| Cost of Bid Document | Rs. 590/- (Five Hundred Ninety) Only (Incl. 18% GST) |
|----------------------|--|

TABLE OF CONTENTS

| SI. No. | SECTION | PARTICULARS | PAGE |
|----------------|----------------|---|-------------|
| 1 | Section – I | Notice Inviting e-Tender | 3 |
| 2 | Section – II | Instruction to Bidders | 4 to 13 |
| 3 | Section – III | General(Commercial) conditions of the contract | 14 to 27 |
| 4 | Section – IV | Special condition of the contract | 28 to 36 |
| 5 | Section – V | Scope of Works | 37 |
| 6 | Section – VI | UG cable construction specifications | 38 |
| 7 | Section – VII | Declaration regarding non-working relatives in BSNL unit | 39 |
| 8 | Section – VIII | Letter of Authorization for attending Bid opening | 40 |
| 9 | Section – IX | Bid Form | 41 |
| 10 | Section – X | Material Security Bond Form | 42 |
| 11 | Section – XI | Performance Guarantee Bond Form | 43 to 44 |
| 12 | Section – XII | Agreement Form | 45 |
| 13 | Section – XIII | Rates of Empty Cable Drums | 46 |
| 14 | Section – XIV | Standard Schedule of Rates | 47 |
| 15 | Section – XV | Financial Bid | 48 to 49 |
| 16 | Section – XVI | Checklist of the documents to be submitted along with technical bid | 50 |



SECTION - I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM,
ITANAGAR, ARUNACHAL PRADESH SSA

NOTICE INVITING E-TENDER

TENDER ENQUIRY NO: **WG-524/A/PLG /2017-18/1**

Dated **27/11/2017**

On behalf of BSNL, the General Manager Telecom, Arunachal Pradesh SSA, Sanchar Bhawan, Itanagar-791 111 invites digitally signed tenders for **“Recovery and Laying of PIJF UG Cables during 4-lane Expansion works in Itanagar and Naharlagun areas of Arunachal Pradesh SSA”** from eligible contractors only as per the tender specifications and eligibility conditions stated in the tender schedule:-

| | | |
|--|---|--|
| Name of Tender | e-Tender for Recovery and Laying of PIJF UG Cables during 4-lane Expansion works in Itanagar and Naharlagun areas of Arunachal Pradesh SSA | |
| Duration of Contract | Two Years. | |
| Tender Enquiry No. and Date | WG-524/A/PLG /2017-18/1 Dated 27 /11/2017 | |
| Estimated Cost | Rs. 32,00,000/- (Thirty Two Lakhs) Only | |
| Cost of Bid Document | Rs. 590/- (Five Hundred Ninety) Only (Incl. 18% GST) | |
| EMD | Rs. 64,000/- (Sixty Four Thousand) Only | |
| Tender Processing fee | Tender Processing Fee: Rs.1510/- Only (Incl. 18% GST) (0.04% of Tender Value subject to maximum of Rs.5000/-) | |
| Bid/Document Downloading/Uploading | Start Date: 11/12/2017 | End Date: 03/01/2018 |
| | Start Time: 1700 Hrs | End Time: 1459 Hrs |
| Tender Closing Date and Time | Closing Date: 03/01/2018 | Closing Time: 1500Hrs |
| Date and Time of Opening of Tender (Technical Bid) | Date: 03/01/2018 | Time: 1530Hrs Venue: Conference Hall, O/o the GMTD, BSNL, Itanagar. |
| Date and Time of Opening of Financial Bid | To be intimated later. | |

Interested bidder may visit www.tenderwizard.com/BSNLKOL and participate in the e-tender.

Sd/-
AGM (Plg)
O/o the GMTD, BSNL, Itanagar
Arunachal Pradesh SSA

SECTION –II

INSTRUCTION TO BIDDERS

A. INTRODUCTION:

1. Definitions

(a) **BSNL:** The BSNL means the BHARAT SANCHAR NIGAM LIMITED, a Govt. of India Enterprise under the Ministry of Communications, which invites the tenders on behalf of CMD, BSNL. All references of:

Chief General Manager/Principal General Manager /General Manager/Deputy General Manager/Area Manager/Director/Telecom Distt. Manager /Divisional Engineer/Sub Divisional Officer/Junior Telecom Officer/Chief Accounts Officer/Accounts Officer/Assistant Accounts Officer/Junior Accounts Officer including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BHARAT SANCHAR NIGAM LIMITED under the Ministry of Communications, Government of India.

(b) **The General Manager (Telecom District)** i.e. GMTD means the Head of SSA and his successors.

(c) **Representative of the GMTD:** Representative of the GMTD means Officer and staff for the time being in “Arunachal Pradesh Telecom District” deputed by the GMTD for inspecting or supervising the work or testing etc.

(d) **Engineer – in – charge:** The Engineer – in – charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract (Minimum Divisional Engineer level Officer).

(e) **Site Engineer:** Site Engineer shall mean an SDE of the BSNL who may be placed by GMTD, ARP SSA as in-charge of the work at site at any particular period of time.

(f) **A/T Unit:** A/T Unit shall mean Acceptance and Testing unit of the BSNL.

(g) **A/T Officer:** An officer authorized by the GMTD to conduct A/T.

(h) **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD,BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time , by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subjected or context repugnant to such construction, be construed and taken to be mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

(i) **Contractor:** The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

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

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

- (l) **Site:** The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (m) **Normal time or Stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- (n) **Extension of Time:** Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- (o) **Date of Commencement of work:** Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- (p) **Due date of Completion:** Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- (q) **Duration of Completion of work:** Duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- (r) **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Acceptance Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

B. ELIGIBILITY OF BIDDERS:

(1) Eligibility Criteria:

- (a) Experience of having successfully completed works of UG Cable construction/UG Cable Maintenance Work / Outdoor maintenance of external plant of DOT / MTNL / BSNL / Central Govt. / State Govt. Department.
- (b) A valid copy of Firm Registration, self attested
 - i) In case of Partnership firm, a copy of Partnership Deed Agreement may be submitted.
 - ii) In case of Company, the Certificate of Incorporation and Memorandum of Association should be submitted.

(2) Documents establishing bidder's eligibility and qualifications:

The bidder shall furnish, as part of his Bid document establishing the bidder's eligibility, the following documents or whichever is required as per the terms and conditions of the Bid document:-

- (i) A valid copy of Firm Registration, self attested.
 - a) In case of Partnership firm, a copy of Partnership Deed Agreement may be submitted.
 - b) In case of Company, the Certificate of Incorporation and Memorandum of Association should be submitted.
- (ii) Experience Certificate of executing similar kind of work issued by an officer not below the rank of Assistant General Manager or Equivalent grade.
- (iii) Photocopy of PAN Card.
- (iv) A valid copy of Registration of the firm with Central Labour Commissioner. If not available at the time of bid submission then enclose a declaration letter mentioning that labour license will be obtained on award of contract within stipulated period.
- (v) Copy of GST registration Certificate of the firm.
- (vi) Copy of EPF Registration Certificate under EPF Act, 1952.
- (vii) Copy of Power of Attorney, in case the person other than the tenderer has signed the tender documents.
- (viii) A copy of Turn Over certificate issued by Accounts Officer.
- (ix) In case of small scale units, a copy of NSIC Certificate showing that the firm is registered with NSIC for the tendered item, if applicable.

C. INSTRUCTIONS FOR ONLINE BID SUBMISSION

- (1) Bidders to submit the bids online through the www.tenderwizard.com/BSNLKOL
- (2) Bidder should possess valid Digital Signature Certificate (DSC).
- (3) Bidder should do the enrolment in the e-tender website www.tenderwizard.com/BSNLKOL.
- (4) Bidder should download the vendor guidelines by clicking the “**Help Manuals / DSC / Application Forms / Circulars**” from the website and goes through the document in detail for getting step by step information about registration and participation in the e-tender procedure.
- (5) The bidders should provide the correct information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.
- (6) Bidder need to login to the e-tender site through their user ID/ password chosen during registration.
- (7) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- (8) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- (9) Bidder may go through the tenders published on the site and download the required tender documents for the tenders he/she is interested in.
- (10) After downloading the tender document, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- (11) If any clarification is required, the same may be obtained online through the e-tender website, or through the contact details or email. Bidder should take into account the corrigendum published before submitting the bids online.
- (12) Bidder should then log in to the site through the secured log in by giving the user id/ password chosen during registration and then by giving the password of the eToken/Smart Card to access DSC.
- (13) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender documents carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (14) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- (15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting ,if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- (16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “Document Library” option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- (17) (a) **Cost of Bid Document(non-refundable) and EMD:** Bidder should submit the cost of bid documents and EMD in offline in the form of Cash/ Demand Draft/Banker Cheque. In case of, Demand Draft/Banker Cheque, the same should be prepared separately for Cost of Bid document and EMD. The Demand Draft /Banker Cheque should be prepared in favour of “Account Officer (Cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original Cash Receipt/DD/BC should be posted/couriered/given in person to “AGM (Plg), O/o GM (Telecom), BSNL, Itanagar, Arunachal Pradesh-791111”, within the bid submission due date & time for the tender. Scanned copy should be uploaded as part of the offer. The bidder should ensure that the Cash Receipt/demand draft/banker cheque reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.
 - (b) **Tender Processing fee (non-refundable):** The tender processing fee(non-refundable) @0.04% of tender value has to be paid online by the bidder through the e-tender website.

- (c) **NSIC Vendors:** Bidders registered with National Small Scale Industries Corporation, Govt. of India for tendered item & having a monetary limit not below the total bid value may claim exemption from payment of cost of tender form & EMD. The bidder shall furnish along with the bid a certificate/documentary proof in respect of registration clearly specifying the monetary limit. In case the bid value exceeds the monetary limit, exemption for payment towards cost of tender form shall not be available & the bidder shall furnish EMD for the difference.

Such bidders should also submit their annual turnover in support of the claim for meeting the delivery schedule duly certified by the NSIC. Moreover, they should also produce documentary evidence showing that the firm is registered with NSIC for the items tendered for. Failure to comply this provision shall result in summary rejection of the bid. Tender bids received after due time & date will not be accepted by the online system.

- (18) The bidder has to select the payment option as offline to pay the cost of bid document and EMD as applicable and enter details of the instruments.
- (19) While submitting the bids online, the bidder should read all the terms & conditions and accepts the same to proceed further to submit the bid.
- (20) The details of the Cash Receipt/ DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable and summarily rejected.
- (21) Bidder has to download the bid document and then upload again using Digital Signature. **Bidders should note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements. It is equivalent to digitally signing in all pages of the bid document as a token of acceptance of all the terms and conditions mentioned in the bid document.**
- (22) The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:

- (i) **Bid Form (Section-IX)**
- (ii) **Certificate of non-participation by near relatives (Section-VII)**

- (23) If the price bid format is provided in a excel file, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- (24) The bidders are requested to submit the bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (25) After the final bid submission, the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- (26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the time of bid opening.
- (28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.
- (29) The confidentiality of the bids is maintained since the Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

- (30) The bidder should logout of the tendering system using the normal logout option and not by selecting the **(X)** exit option in the browser.
- (31) For any queries regarding e-tendering process, the bidders are requested to contact / email as provided in the tender document.

D. COST OF BIDDING:-

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

E. BID DOCUMENT:

1. The works to be carried out, bidding procedures and contract terms are prescribed in the Bid Documents.

Bid Document includes:

- i. Notice Inviting e-Tender
- ii. Instructions to bidders
- iii. General (Commercial) Conditions of the contract Specification of Works
- iv. Special Condition of the Contract
- v. Scope of Works
- vi. UG cable construction specifications.
- vii. Non Participation of BSNL employees and relatives
- viii. Letter of Authorization for attending Bid opening
- ix. Bid Form
- x. Material Security Bond Form
- xi. Performance Security Bond Form
- xii. Agreement Form Specimen
- xiii. Rates of empty cable drums
- xiv. Schedule of Rates
- xv. Financial Bid
- xvi. Check List

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

2. A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.
3. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

F. AMENDMENT TO BID DOCUMENT:

1. At any time prior to the date of submission of bid, BSNL 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.
2. The amendments shall be notified online only through corrigendum, if any.
3. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

G. BID PRICE:

1. Prices shall be quoted by the bidder as for each item (Financial Bid in **Section XV**). Prices quoted at any other place shall not be considered.
2. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
3. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.
4. Impracticable and abnormally high / low offer in the opinion of the BSNL will be summarily rejected without assigning any reason or whatsoever.

H. Bid Security(EMD):

1. Bidder should submit the EMD in offline. The Demand draft/Banker Cheque should be prepared as per the amount mentioned in NIT in favour of “Account Officer(cash), BSNL, Itanagar” payable at “SBI, Itanagar”. The original should be posted/couriered/given in person to “AGM(Plg), O/o the GM(Telecom), BSNL, Itanagar, Arunachal Pradesh-791 111”, within the bid submission due date & time for the tender. Scanned Copy should be uploaded as part of the offer. The bidder should ensure that the demand draft/banker cheque Reach before the last date and time of submission as mentioned in the NIT. BSNL will not be responsible for any late delivery by courier/postal services and the bid will be summarily rejected, if the cost of bid document and EMD are not received before due date and time of opening of the tender.
2. The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme are exempted from payment of bid security up to the amount equal to their monetary limit or Rs. 50 Lakhs whichever is lower. In case of bidder, having monetary limit as “WITHOUT LIMIT” the exemption will be limited to Rs. 50, 00,000/- (Rupees fifty lakhs only) as per the existing policy of BSNL. Any Small Scale Industry / firm claiming exemption from the payment of bid security shall submit the copy of the current registration with National Small Industries Corporation (NSIC) for the tendered items along with documents in respect of their monetary limit and financial capabilities duly certified by the NSIC
4. The successful bidder’s bid security will be discharged upon the bidders acceptance of the award of contract satisfactorily and furnishing the performance security.
5. The Bid Security may be forfeited.
 - a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
 - b. If the successful bidder fails
 - i. To sign contract
 - ii. To furnish performance security.
 - iii. The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.
6. If the bidder fails to submit EMD or the EMD is not received on or before the due date and time, the bid submitted by such bidder will be summarily rejected.

I. FORMAT AND SIGNING OF BID:

Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document

J. SUBMISSION OF BID:

1. Bidder should log into the site www.tenderwizard.com/BSNLKOL well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time.
2. Bidder should prepare and submit the cost of bid documents and EMD as per the instructions given in bid document. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
3. While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.
4. Bidder shall select the payment option as offline to pay the cost of bid document and EMD and enter details of the relevant instrument.
5. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
6. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
7. **Utmost care shall be taken for uploading Financial Bid (Price Bid) and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Financial Bid format in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Financial Bid (Price Bid) is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the tender.**
8. Bidders shall submit their bids through online e-tendering system well before the bid submission end date & time (as per Server System Clock). BSNL will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.
9. After the final bid submission in the e-tender portal, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
10. Bidder should follow the server time being displayed on bidder's dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

K. BID OPENING

1. Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end thru their dashboard.
2. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (format is given in **Section VIII**).
3. The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

L. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing/email at least 10 days before date of opening. **No post bid clarification at the initiative of the bidder shall be entertained.**

M. BID EVALUATION:

1. Bid Evaluation will be done in two stages i.e. Technical Bid Evaluation and Financial Bid Evaluation.
2. The “Technical Bid” will be evaluated first. Those bidders who are found to be technically qualified, their financial bid only will be opened at later date. The date & time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in technical bid and their representative shall be allowed to attend the financial bid opening.
3. BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
4. If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which contains to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non responsive will be rejected by BSNL.
5. BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price offered inclusive of all levies and charges as indicated in the price schedule. The lowest bidder will be decided on the value of “Grand Total”.
6. The evaluation committee may cross verify the documents submitted by bidder with the issuing authority, in case of any need.
7. The bid, which results in lowest price, shall be treated as L1 bidder.
8. The rate list finalized is for each individual item of work. Depending on site conditions & requirement BSNL reserves the right to order some or all of the items. **Payment to the contractor shall be made only to the extent to which each item of work executed for that particular route.**

N. PERIOD OF VALIDITY OF BIDS:

- (1) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- (2) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

O. ISSUE OF LETTER OF INTENT:

- (1) BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable.
- (2) The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the bidder after completion of the departmental procedures like payment of MSD, submission of his commitment and signing the agreement etc. Letter of intent will be issued only as an offer to the successful bidder.
- (3) The bidder shall within 10 days of issue of letter of intent, give his unconditional acceptance and commitment along with Material Security and Performance Security Deposit.

P. AWARD OF CONTRACT:

1. The BSNL may award the tender to more than one contractor at the rates quoted by the lowest tenderer.
2. Upon award of the works, the successful bidder should complete the work within the stipulated time showing progressive fortnightly output.
3. The BSNL reserves the right at its absolute discretion to award the work of a single sub-section to one or more contractors for the interest of service.
4. The BSNL also reserves the right to accept or reject the tenders of any or more than one or all tenders wholly or in parts without assigning any reason

Q. RELEASE OF EMD:

1. The E.M.D. of the unsuccessful tenderer will be returned after acceptance of the tender of successful bidder. In case, the tender is cancelled, E.M.D will be released to all the participants in due course.
2. The successful bidder's E.M.D will compulsorily be converted to part of performance security deposit in accordance with the relevant clause.
3. Interest will not be paid either on E.M.D or Security Deposit in any case for any period whatsoever.
4. If a tender is withdrawn before final acceptance, then the EMD is liable to be forfeited.

5. E.M.D. of the tenderer will be forfeited if the successful tenderer fails to deposit the Security Deposit within the specified period or fails to execute the agreement within the period specified on his being called upon to do so.

R. QUANTUM OF WORK:

1. The Total Quantum of work envisaged for this tender is as per the NIT. The above-mentioned Quantity is tentative which may vary based on actual requirement, to the extent of +/- **25%**.
 2. The work mentioned above is the total work planned during a period of **2 years**. Work may be allotted in small sections, over a period of time based on the actual requirement and availability of material and priority of routes.
 3. **The Department, at the time of award of work under the contract, reserves the right to vary the total quantum of work specified in the schedule of requirements without any change in the rates or other terms & conditions.**
 4. Validity of the Tender will remain in operation for a period of 2 years from the date of signing of the agreement. It may be extended for another 1 year at the same rate, terms and condition, in case of any necessity.
5. **Issue of Work Order:**
Work Orders will be issued on need basis.

S. BSNL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

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

T. SIGNING OF AGREEMENT:

1. The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by BSNL within a week of compliance of following items.
 - (a) Performance security deposit in the form of DD or BG.
 - (b) Material Security Deposit.
2. As soon as the tender is approved by the competent authority, the Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted into the performance security deposit, which will be held by BSNL till the completion of warranty period.

U. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirements of various clauses mentioned in (EMD), in which event; the BSNL may make the award to any other bidder at the discretion. This tender shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security of the corporation or call for new bids.

V. SECURITY DEPOSIT AND EMD

1. Performance Security Deposit

The successful tenderer will be required to deposit an amount of 10% of the **Estimated cost (or the quoted amount whichever is higher)** towards Performance Security Deposit. Since, the successful bidder's E.M.D will compulsorily be converted to part of the performance security deposit and therefore, the bidder has to deposit the remaining amount of 8% of estimated cost as performance security deposit in addition to EMD amount in the form of DD in favour of AO(Cash), BSNL, Itanagar or Bank guarantee from any Nationalized Bank at the time of executing agreement with the BSNL as performance guarantee. If more than one contractor is found eligible for award of work, proportionate S.D. will be required to be deposited with the BSNL. The Bank guarantee will be valid for period of 18 (eighteen) months, which may be extended at the discretion of the BSNL.

2. Material Security Deposit

The successful tenderer will also be required to deposit an amount of Rs.5000/- per KM as security deposit towards the cost of materials issued to him /her for execution of the work. This amount will have to be deposited in form of CASH or Demand Draft on any Nationalized/Scheduled Bank payable in favor of AO(Cash), BSNL, Itanagar before any material is issued to the contractor

W. (1) Release of Performance Security Deposit

Release of the performance security deposit will be done after 12 months of final A/T.

(2) Release of Material Security Deposit

The material security deposit against the material cost will be released in the final bill after completion of work in all respect and reconciliation of the material issued. The charges towards the unaccounted material shall be decided in accordance with relevant clause of bid document and will be recovered from material security deposit and /or Performance security deposit and/or any outstanding bill of the contractor. In case, all these are in sufficient, the contractor will be required to deposit the additional amount on demand from BSNL.

X. PAYMENT

The payment of bill will be allowed only for full completion of work as per the work order. The bill may be furnished for payment for each work order on full completion of work in all respects along with A/T certificates (wherever applicable).

The contractor may submit bills in prescribed forms in triplicate based on the joint measurements recorded in the M.B. and signed by the contractor and site in-charge in each page of the M.B. The M.B. must contain the dates of commencement and completion of the work and other particulars of the work in details.

(a) The payment will be made as follows :-

| <i>Sl. No.</i> | <i>Amount of work completed</i> | <i>Payment to be made</i> |
|----------------|---|--|
| 1 | For any incomplete work | No payment will be released |
| 2 | 100 % of the total work completed in all respect after successful completion of depth A/T | 90% of the cost of the work will be made |
| 3 | After successful completion of cable A/T | Remaining 10 % |
| 4 | Completion of guarantee period of one year from date of acceptance of A/T | Release of Security Deposit |

(b) In the above calculation, the total work means the completion of works in all respects in the sub-section specified as per the work order. The cost of the work in a given sub-section will be the cost arrived on pro-rata basis.

(c) The bill will normally be paid within 45 (forty five) days on submission of the bill after deduction of Income Tax, less work done in any item, less depth of trenching and other taxes as applicable at the time of payment. The paying authority is the AO (Cash), BSNL, Itanagar.

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION: The General conditions shall apply in contracts made by the BSNL for the execution of PIJF underground cable construction works.

2. STANDARDS: The works to be executed under the contract shall conform to the standards prescribed in the U/G Cable construction practices as given in **Section VI**.

3. PRICES: Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quotes by the Contractor in his Bid. Prices once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period.

4. SUB-CONTRACTS: The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

5. SECURITY:

(i) Material Security:

a) The successful tenderer will have to deposit material security of Rs. 2 lacs, in the form of bank guarantee (valid up to and including six months after the period of the contract) from a scheduled bank and in the material security bond form provided in the bid document, **Section- X**. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of Accounts Officer (Cash), BSNL, Itanagar, issued by a scheduled bank and payable at SBI, Itanagar. The Material Security will be a non-interest bearing deposit, for any period whatsoever.

b) The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more stores has to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the GMTD shall be final and binding.

c) The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.

d) The material security shall be released /refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "no dues certificate" from "Engineer-in-charge."

(ii) Performance Security:-

a) The contractor shall permit the BSNL, at the time of making any payment to him for work done under the contract, to deduct such sum in addition to the sum already deposited as security deposit (due to conversion of bid security), an amount to the tune of 7.5% of bill.

b) The proceeds of the performance security shall be payable to the department as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

c) The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.

d) No interest will be paid to the contractor on the security deposit.

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

- 6.1 The work order will be issued in parts based on the actual field requirements. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time. If there is a trench common to number of primary cables works, which are to be given in different work orders, the common trench may be given in one work order and in other work orders only laying of cables in that common trench and other works shall be mentioned. The work shall be taken up in such a way that cable are available from MDF to pillar or pillar to DP in a shortest possible time.
- 6.2 The work orders shall be issued by AGM (A&P), BSNL, Itanagar, after getting detail of works to be done from the Divisional Engineer In-charge of cable construction works after examining the technical and planning details of the works to be executed.
- 6.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager/ (SSA Head not below the rank of DGM).
- 6.4 In the work order the time limit to execute the work shall be mention after seeing the quantum of work and store availability position.
- 6.5 The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at the required place.

7. EXTENSION OF THE TIME LIMIT:

7.1 General

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

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

- 7.2.1 There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part-A) to the engineer-in-charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of cable construction work) with his detailed report and photocopy of the hindrance register, in the prescribed Form (Part-B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
- 7.2.1.1 The application contains the ground(s), which hindered the contractor in execution of work.
- 7.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 7.2.2 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- 7.2.3 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the 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 under the signature of DGM level Telecom Officer competent to grant the extension of time.

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

7.2.5 If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

7.3 Grant of Extension of Time without Applications:

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

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

8.1 Measurement:

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

8.1.2 **Responsibility of taking and recording measurements:** The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub-divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of 20% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.

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

8.1.4 **Method of measurements:** The 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:

***Measurement of depth of trenches:-** The cable routes of one work order shall be divided into a number of segments each of maximum 100 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 100 meters.

One segment shall cover only one type of trench. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters upto two decimal points. For example, if the length of segment is 75 meters, the POMs shall be at 0 M, 10 M, 20 M, 30 M, 40 M, 50 M, 60 M, 70 M. The last POM shall be at 75th M to be recorded against Residual POM. For each segment average depth shall be worked out by dividing the total depth by number of POMs. The measurements of depth shall be recorded in measurement book.

The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged.

In order to encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

(A) 5 PAIR CABLE:

Payment = Approved rate x (Actual Depth in cm/60cm)
No depth below 30cm will be accepted.

(B) Other than 5 Pair Cable:

Payment = Approved rate x (Actual Depth in cm/100cm)
No depth below 30cm will be accepted under any circumstances.

*** Measurement of Lengths and profiles of strata and protection:** The measurements of length of trenches are on running meter basis for particular category of surface strata viz. non-surfaced strata and surfaced strata irrespective of type of soil encountered while digging. The length of trenches dug in different strata in a segment shall be measured and recorded item code-wise in the measurement book. The segment length from POMs and total of item code-wise should match. The type of protection provided (item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

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

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

- Erection, Termination, Painting and Sign Writing of D.Ps.
- Construction of Plinths and Erection, Painting and Sign Writing of Pillars.
- Termination of Cables on MDF and Pillars (Primary cables)
- Termination of Cables on MDF and Pillars (Distribution cables)

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

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

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

8.2 Inspection, and Quality control:

8.2.1 The Quality of Works: The importance of quality of U.G. cable Construction works cannot be over-emphasized. The quality of Telecom Service largely depends on the quality of external plant of which U.G. cable Component covers the major portion. The U.G. cables are vulnerable to damages due to work of other agencies.

8.2.2 The quality of U.G. cable Plant depends upon the quality of individual items of work involved viz. depth of Cables laid, care while pulling & laying, Protection, Jointing of Cables and Termination on MDF, Pillars & D.Ps. and at last but not the least on documentation of cable network. In order to ensure quality in Cable Construction Work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

8.2.3 It is imperative that the contractor(s) is/are 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 work in accordance with the specification laid down. The contractors shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.

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

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

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

8.3 Testing and Acceptance Testing:

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

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

- 8.3.3 Offering the work for acceptance and testing: The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T. , shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as work of a primary cable from MDF to pillar or work of distribution cable from pillar to DPs. are completed in all respects. The work against any work order can be offered for A.T. in a number of such stages.
- 8.3.4 The contractor shall provide labour, if demanded by the A.T. Officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

9. WARRANTY:

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

10. AUDIT AND TECHNICAL EXAMINATION:

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

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

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

11. PAYMENT TERMS:

11.1 *Procedure for Preparation and settlement of bills:*

11.1.1 The work order shall contain work in parts based on the actual filed requirements. As stated earlier the work has to be organized in such a way so that the cables are available for release of connections at the earliest and in line with this thinking the contractor should carry out the works in a systematic manner either of a primary cable or a number of primary cables on the same route or distribution cables of a pillar in one stretch. All items of work involved in this unit of work (MDF to Pillar and Pillar to DPs) shall be completed in all respects before preferring the bills for the work. The provision of running bill has been made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time. The procedure for preparation of running and final bills is enumerated as under:

(a) Procedure for preparation, processing and payment of running bills: The contractor shall prepare the running bills in triplicate ensuring execution of work in its completeness as per the work order against one complete section, correctness of rates and quantum of work and submit the bills to S.D.E in-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book and after acceptance and testing of all the items involved in the work. The contractor should submit the running bill within 10 days of acceptance and testing. The SDE in-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the SDE to ensure whether the defects pointed during execution have been rectified or not. The SDE in-charge of work shall scrutinize the bills and accord necessary certificate and submit the running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.

* First copy of bill with first copies of measurement sheets of measurement book and A/T reports.
(Payable copy).

* Second copy of bill with second copies of measurement sheets of measurement book and A/T reports.
(Not for Payment).

* Third copy of the bill with photocopies of measurement sheets and A/T reports. (Not for Payment)

(b) The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy in record and record it in the estimate file maintained in his office and send first and second copies with all documents to Works Section of Planning Cell for processing of bills and release of payment.

(c) The work section of Planning Cell shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bill. Against any running bill, payment to the extent of only 90% shall be made which shall be treated as an advance to the contractor. 7.5% of the bill amount towards Performance Security Deposit and Statutory taxes (Income Tax etc.) applicable to contract shall be deducted at the time of payment from each running bill. Account payee cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contract's ledger by Work Section of the Planning Cell.

(d) Procedure for preparation, processing and payment of final bill:

The contractor shall prepare the final bill in triplicate & acceptance and testing of all the works and submit the same to SDE in-charge of work within 30 days of acceptance and testing and payment shall be made within three months if the amount of the contract is upto Rs. Two lac and in six months if the same exceed Rs. Two lacs, of the submission of such bill. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order against all the sections given in work order. The contractor shall prepare the final bill containing the following details:

- *The bill for all the quantities as per Measurements at the approved rates.
- *Adjustments of amount received against running bills
- *Adjustment of performance security deposit and statutory taxes already recovered
- *Store reconciliation statement furnishing account of stores received against the work order and returned to the designated Store godown as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- *Letters of grant of E.O.T. (s), if work could not be completed within stipulated time.
- *Six sets of bound documentation.
- *Test Certificate of bricks.

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

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

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

(g) The Work section of the planning Cell shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The Works Section shall scrutinize the bill who recover all the liabilities of the contractor and statutory taxes besides 7.5% payments against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill

11.2 Procedure for Payment for sub standard works:

11.2.1

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

- 11.2.2 Timely action by Construction Officer: Timely reporting and action, to a great extent, can prevent occurrence of sub standard 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 sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the sub standard 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 sub standard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.
- 11.2.3 Non-reporting of the sub standard work in time on the part of Construction Officer (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.
- 11.2.4 Authority and Procedure to accept sub standard work and payment thereof: There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the Head of SSA, the items in question will not materially deteriorate the quality of service provided by the construction. In such cases, the head of SSA shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one SDE (Planning) and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as sub standard and recommend the rates payable for sub standard work which shall not exceed 60% of the approved rates of the item in question.
- 11.2.5 Record of sub standard work: The items adjudged as sub standard shall be entered into the measurement book with red ink.

12. DISPOSAL OF EMPTY CABLE DRUMS:

- 12.1 The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking into account the prevailing market rates has fixed the cost of various sizes of cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.
- 12.2 Rates fixed for various types of empty cable drums are given in Tender Document (Qualifying Bid). The rates are fixed and there is no percentage above or below applicable on these rates.
- 12.3 The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and types of cable drums in the bill so that the amount is deducted from the bills due.
- 12.4 The contractor shall not be allowed to dump the empty cable drums in Govt./Public place, which may cause inconvenience to Govt. /Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges to be decided by the GMTD from the bill/security deposit/any other amount due to the contractor.

13. PENALTY CLAUSE:

13.1 Delays in the contractor's performance:

- 13.1.1 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the 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 progress uniformly, and the contractor shall pay as penalty an amount equal to 1.0 (one) percent of the amount (minimum Rs one thousand per week) of the incomplete work for every one week of delay in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded.
- 13.1.2 On any date and penalty payable as above, reaches 10(ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer 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 a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.
- 13.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 13.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the (the SSA Head) 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 contract. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 13.1.5 The (the SSA Head) reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.

13.2 Penalty for causing inconvenience to the Public:

- 13.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of cable laying by digging paved surfaces. In the event of contractor falling to comply with, these conditions, a penalty of recovery up to Rs. 300/- per day the trench is kept open beyond the time limit allowed may be imposed by BSNL. This penalty will be in addition to that payable for delay or slow work.
- 13.2.2 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt./public place, which may cause inconvenience to Govt./Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/waste materials from the bill/security deposit/along with the costs incurred by the department in disposing off such materials. BSNL may also levy a penalty up to Rs. One thousand for each such default.
- 13.2.3 If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of the GMTD shall be final and binding.

13.3 Penalty for cutting /damaging the old cable:

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

| Size of existing cables cut/damaged | Amount of penalty per cut/damage |
|-------------------------------------|----------------------------------|
| Upto 100 pairs cable | Rs. 500 (Five Hundred) |
| Above 100 pairs & upto 400 pairs | Rs.1,000(One Thousand) |
| Above 400 pairs | Rs.2,000(Two thousand) |

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

13.4 Penalty to damage stores/materials supplied by the BSNL while laying:

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

13.4.2 In case of damage to PIJF underground cables, while laying, the cost of number of pairs damaged (including laying charges, transportation/storage charges) adding 10% as penalty shall be recovered from the contractor's bills/securities.

13.4.3 However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

14. Rescission/Termination of contract:

14.1 Circumstances for rescission of contract:

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

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

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

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

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

14.2.3 The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3-----) at their quoted rates. If the work was awarded on single tender basis then the BSNL shall get the unexecuted work completed through any other contractor approved in Telecom District ARP SSA at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the BSNL at the risk and cost of the contractor. In such an event no compensation shall be payable by the Government to the contractor towards any inconvenience/loss that he may be subjected to as a result or such an action by the BSNL. In this regard the decision of the GMTD shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or any other account whatsoever anywhere in the BSNL or from a security deposit.

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

14.3 Termination for Insolvency:

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

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

14.4.1 The BSNL may, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.

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

14.4.3 BSNL 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 .

14.5 Issuance of Notice:

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

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

a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to BSNL.

b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balanced work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.

c) No new construction beneficial to the contractor shall be allowed.

d) Adequate departmental security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

15. INDEMNITIES:

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

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

16. FORCE MAJEURE: 16.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the department as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

16.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over the contractor at a price to be fixed by the department, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the department elect to retain.

17. ARBITRATION:

17.1 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 (NE-II Telecom Circle) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager (NE-II Telecom Circle) or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Condition Act, 1996. There will be no objection to any such appointment that the arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all

or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager ,(NE-II Telecom Circle) or such other places as the arbitrator may decide. The following procedure shall be followed:

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

17.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.

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

17.3.4 The onus of establishing his claims will be left to the contractor.

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

17.3.6 The “points of defence” will be based on actual conditions of the contract.

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

17.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defence”.

17.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

18. SET OFF:

18.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the department or the Govt. or any other person or persons contracting through the Government of India and set off the same against any claim of the department or BSNL or such person or persons for payment of a sum of money arising out of this contract made by the contractor with department or Government or such other person or persons contracting through Government of India.

19. JURISDICTION OF COURT: Any court case coming out of this tender shall be within the jurisdiction of Itanagar court only or within the High Court of Guwahati, Itanagar Bench

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The work shall be accepted only after AT are carried out as per prescribed schedule and work/material passing the test successfully.
- 1.2 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Department of Telecommunications/BSNL.
- 1.3 BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8 The work order may be issued to more than one qualified bidder at L1 rate subject to acceptance of other qualified bidder to execute the work at L1 rate. The work in each section may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the (the SSA Head).
- 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of (the SSA Head) shall be final.
- 1.10 If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or running/Final bill pending against the contract with BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.
- 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of

India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor falling to comply with any of the conditions herein specified, the (the SSA Head) shall have the power to terminate the contract without any notice.

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

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

1.16 Interpretation of the contract document:

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

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

1.18 Shut down on account of weather conditions:

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

2. STORES SUPPLIED BY BSNL:

2.1 At no point of time the contractor shall be issued stores of value more than the contractor's material security as per **Clause number 5(1) of Section III**. If at all the work requires more amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it.

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

2.3 All materials supplied to the contractor by 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 (the SSA Head). 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 abandonment, completion or determination of the

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

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

2.5 The contractor shall submit a proper account every month of all the materials supplied to him by 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 "Department's calculation" (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.

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

3. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

3.1 The contractor shall obtain/provide at his own cost all easements, permits and licence necessary to do its work except for the following which shall be provided by the Representative of the (the SSA Head) :

(A) "Right of User" easements and permits.

(B) Railway and Highway crossing permits including bridge

(C) Canal/stream crossing permits.

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

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

3.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, diffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.

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

3.6 If BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in tender document.

4. QUALITY OF WORK:

BSNL shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforced compliance with the contract documents by 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 (the SSA Head) 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 met the requirement of the contract documents.

5. TAXES AND DUTIES.

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

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

6.1 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.

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

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

6.4 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.

6.5 The contractor shall be solely liable for all expense for and in respect of repairs and/or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify 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 BSNL shall promptly repair any damage incurred.

6.6 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.

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

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

7.2 Contractors Labour Regulations:

7.2.1 Working Hours:

- (a) Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (b) When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- (c) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules, 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (d) Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- (e) Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2 Display of Notice Regarding Wages Etc.:

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

7.2.3 Payment of Wages.

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

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

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

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

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

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

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

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

7.2.3.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

7.2.3.11 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:—"Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence onat....."

7.2.4 Fines and deductions which may be made from wages

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

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

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

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

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

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

7.2.5 Labour records:

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

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

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

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

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

7.2.5.5 The contractor shall maintain a Register of Fines in the Form XII of the CL(R&A) Rules, 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

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

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

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

7.2.6 Attendance card-cum wage slip

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

7.2.6.2 The card shall be valid for each wage period.

7.2.6.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

7.2.6.4 The card shall remain in possession of the worker during the wage period under reference.

7.2.6.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

7.2.6.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

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

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

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

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

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

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

7.6 Submission of Returns: The contractor shall submit periodical returns as may be specified from time to time

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

8. 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 undertake to indemnify and keep indemnified the Government 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 Government 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 Department may require.

9. COMPLIANCE WITH LAWS AND REGULATION:

9.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government , Governmental agency or Department , 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 sub-contractor to sham 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 Government 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.

10. TOOLS AND PLANTS: The contractor shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time.

The contractor shall be responsible to make all arrangements, at his own cost for de-watering of trenches/ducts and degasification of the ducts before carrying out the work. The contractor shall also be responsible top make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing 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.

SECTION – V
SCOPE OF THE WORKS

1. SCOPE OF WORK

1.1 MAIN CABLE CONSTRUCTION ACTIVITIES:

The items of work involved in PIJF UG cable construction are as under:-

- i) Recovery of PIJF cable by excavating the roadside, back-pulling, coiling and transportation of the recovered cable to BSNL exchange
- ii) Excavation of trench upto a depth according to the construction specifications.
- iii) Laying and Pulling of Cables in Trenches or through Pipes/Ducts/Walk through trenches.
- iv) Placing of half round RCC Pipes /stone slabs/Pre cast RCC slabs/Layer of Bricks as per specifications.
- v) Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site.
- vi) Construction of pillar foundations, erection, painting and sign writing of pillars.
- vii) Erection, termination, painting and sign writing of DPs.
- viii) Termination of cables in MDF, Pillars and DPs.
- ix) Jointing and end-to-end Testing of cables – Correspondence and Electrical tests.
- x) Fixing, Painting and Sign writing of Route and Joint Indicators.
- xi) Documentation.
- xii) Night monitoring work during excavation to avoid cable damages and also monitoring of exposed and recovered cables to avoid theft.

1.2.1 ALLIED ACTIVITIES:

1.2.2 Transportation of Materials: The materials required for executing the work entrusted to the contractors against a work order shall be made available at nearest BSNL Store. In some cases the materials may be available at Sub-Divisional Store godown. The contractor shall be responsible for transporting the materials, to be supplied by BSNL or otherwise to execute the work under the contract, to site at his /their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

1.2.3 Disposal of empty cable drums: The contractor shall be responsible to dispose of the empty cable drums after lying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.

1.2.3.1 It shall be obligatory on part of the contractor to dispose of the empty cable drums at his/their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/were issued or from any other amount due to the contractor or the Security Deposit.

1.2.3.2 The contractor shall not be allowed to dump the empty cable drums in Government /Public place with may cause inconvenience to the Department / public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, BSNL shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the bill/security deposit/any other amount due to the contractor.

1.2.4 Supply of Materials: There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement, Wire Mesh and Steel for protection, etc., besides using other consumables which do/don't become the part of the asset. The contractor shall ensure that the materials supplied at of best quality and workmanship and shall be strictly in accordance with the specifications.

2. VALUE OF WORK:

The estimated cost of work is as mentioned in the notice inviting tender s which has been worked out based on standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to (+/-) 25 % of the indicated value.

SECTION – VI

PLJF UG CABLE CONSTRUCTION SPECIFICATIONS

1) The Depth for the trenches for laying U/G Cables should not be less than 100 cms for cables other than 5pr and should not be less than 60 cms for 5pr cable in all types of soil. Relaxation should be obtained from competent authority in case of genuine circumstances.

2) DP Erection.

i) External D P: External DP of 5 pr or 10 pr are to be fitted on post with the help of fixtures such as DP clamps pole brackets etc and in case of no post is available DP post as to be erected with its accessories.

ii) Internal D P: Internal DP of 5 Pr / 10 Pr are to be fixed to wall with the help of ½ inch plastic water pipe with suitable wall Plugs / wooden gatti and screws at an approximate height of 7 ft.

3) Erection of Pillar.

The plinth for erection of pillar shall be made of RCC cast at site, the dimensions of the pit for casting the foundation of the plinth shall be as under.

Length = W + 30 cms Width = D + 30 cms

Depth = 110cms. (Where W= Width of the pillar shell, D = Depth of the pillar shell.)

The pillar should be installed in safe places as per the instructions of field officers.

4) Painting and Sign writing of Pillar and DP.

The Pillars /DPs shall be painted with two coats of enamel paint of reputed brand and sign written.

5) The trench will be along the road side or any other route that will be specified from time to time by the in charge officer. The cable laying work includes digging, trenching, cleaning it, laying the required cable, placing the bricks and closing the trench in full and also includes the cost of transportation of all type of materials like cable drums and other stores to the work spot from the respective BSNL stores and bringing back balance stores to the BSNL stores.

6) If the depth is less than prescribed depth due to unavoidable circumstances, suitable precaution like solid laying, laying through GI pipes/departmental Posts etc. is to be deployed and relaxation for the same may be obtained from the D.E s concerned

7) Bricks for local cables should be laid lengthwise over the cable for 100 pair cables. For cables more than 100pair bricks should be laid breadth wise.

SECTION-VII

(CERTIFICATE ON NON-PARTICIPATION OF NEAR RELATIVES IN THE E-TENDER)

CERTIFICATE

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

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & Wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son's wife (daughter-in-law) daughter's husband (son-in-law), brother(s) wife, sister(s) & sister's husband (brother-in-law)

Signed

For and on behalf of the Tenderer

Name (Capitals).....

Position

Date

SECTION - VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number _____ Date _____

Subject: Authorisation for attending bid opening on _____ (date) in the tender of _____

Following persons are hereby authorised 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 Signatures |
|----------------------------|-------------|----------------------------|
|----------------------------|-------------|----------------------------|

I

II

Signatures of bidder
or
Officer authorized to sign the bid documents on behalf of the bidder.

NB:

1. Maximum of two representatives 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.

IT IS A SPECIMEN COPY.

BIDDER IS REQUESTED TO PREPARE A SEPARATE SHEET IN THEIR LETTER HEAD AS PER THIS PROFORMA AND PRODUCE THE SAME, DULY AUTHORISED, TO ATTEND THE BID OPENING PROGRAMME.

SECTION - IX

BID FORM

Tender No. WG-524/A/PLG/2017-18/1

Date 27/11/2017

To,

The AGM (Plg),

O/o the GMTD, BSNL, Itanagar.

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged. We undersigned, offer to provide service in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps, etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract.
4. We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed 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 sealed and prepared so as to prevent any subsequent an replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated, this Day of2017.

Signature

Name:

Address:

Duly authorized to sign the bid for and on behalf of

Witness

Address :.....

SECTION - X

MATERIAL SECURITY BOND FORM

Whereas(hereinafter called “the Contractor”) has been awarded the contract of cable construction work, as per tender number _____KNOW ALL MEN by these Presents that WE.....OF.....having our registered office at _____ (hereinafter called the “the Contractor”) are bound unto (Hereinafter called the “BSNL”) in the sum of for which payment will and truly to be made of the BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the contractor is unable to keep stores issued to him, properly, i.e. the stores provided to the contractor, by BSNL are damaged or
2. The stores issued to the contractor by BSNL are stolen or
3. The Contractor is not able to provide proper account of the stores issued to him/her/them by BSNL. We undertake to pay to BSNL upto the above amount upon receipt of its first written demand without BSNL having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of three conditions specifying the occurred condition or conditions.

This guarantee will remain in force upto and including One hundred and eighty (180) days after the period of contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

1.

2.

3.

SECTION - XI

PERFORMANCE GUARANTEE BOND FORM

1. In consideration of the General Manager Telecom District, BSNL, Itanagar having agreed to exempt.....[herein after called the said Contractor(s)] from the demand under the terms & conditions of an agreement/tender No.....dated made between.....andfor the

(herein after called the said agreement) of security deposit for the due fulfillment by the said contractor(s) of the terms & conditions contained in the said agreement, on production of a Bank Guarantee for We, (name of the Bank (herein after referred to as The Bank) at the request of..... {contractor(s)} do hereby undertake to pay the BSNL Itanagar an amount not exceeding against any loss or damage caused to or suffered of would be caused to or suffered by the BSNL Itanagar by reason of any breach of the terms or conditions contained in the said agreement.

2. We (name of the Bank) do hereby undertake to pay the amounts due & payable under this guarantee without any demur, merely on a demand from the BSNL Itanagar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL Itanagar by reason of breach of the said contractor(s) of any of the terms or conditions (contained in the said Agreement or by reason of the Contractor(s) s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due & payable by the Bank under this guarantee where the decision of the BSNL Itanagar in those counts shall be final & binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.

3. We undertake to pay to the BSNL Itanagar any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute & unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder & the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) further agree that the guarantee herein contained shall remain in full force & effect during the period that would be taken for the performance of the said agreement & that it shall continue to be enforceable till BSNL Itanagar certifies that the terms & conditions of the said Agreement have been fully properly carried out by the said contractor(s) & accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 18 Months from the date hereof, we shall be discharged from all liability under this guarantee thereafter. As per the request from BSNL, Itanagar authority, the validity period of this Bank Guarantee will be further extended for the period as specified and intimated.

5. We (name of the bank) further agree with the BSNL Itanagar that the BSNL Itanagar shall have the fullest liberty without our consent & without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Agreement or to extend time performance by the said contractor(s) from time to time or to postpone for any time from time to time any of the powers exercisable by the BSNL Itanagar against the said Contractor(s) & to forbear or enforce any of the terms & conditions relating to the said agreement & we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part

of the BSNL Itanagar or any indulgence by the BSNL Itanagar to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL Itanagar in writing.

8. Not with standing anything mentioned here in above our liability under this guarantee is restricted to Rupees **& this guarantee is valid to We shall be discharged from all liabilities** here under unless written claim for payment under this guarantee is lodged on expiry of the guarantee i.e. **on or before** **irrespective of hitherto to the original guarantee is entrusted to us.**

Dated the.....day of

For

.....

(Indicate the name, detailed address of the Bank with Tel. No.)

SECTION – XII
AGREEMENT FORMAT

(The successful tenderer shall have to execute agreement as per the following format)

This agreement made on this _____ day of (month) _____ (Year) _____ between M/s _____ herein after called “The Contractor” (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part and AGM(A&P),BSNL, Itanagar, hereinafter referred as the BSNL, of other part. Whereas the contractor has offered to enter into contract with the said BSNL for the execution of work of trenching and laying underground telephones cable, cable jointing, pillar construction DP fitting and other associated works in (the SSA) on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposit.

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

- 1) The contractor shall, during the period of this contact that is to say fromto or completion of work for Rs.....(In words)..... whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. To be supplied by him to his labour at his own expenses, all trenching, cable laying , cable jointing, pillar construction, DP fitting and other associated works as described in tender documents (annexed to the agreement), when BSNL or (the SSA Head) or any other persons authorized by (the SSA Head) in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The agreement” and “The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means and materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the Department of Telecommunications/BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract. In witness whereof the parties presents have here into set their respective hands and seals the day and year in _____Above written:

Signed sealed and Delivered by the above named Contractor in the presence of

Witness:

- 1.
- 2.

SECTION – XII

RATES OF EMPTY CABLE DRUMS

These are the rates of the empty cable drums which have to be deducted from contractor's bills as per terms and conditions of the tender document.

| SL. NO. | SIZE OF DRUM | RATE OF DISPOSAL |
|---------|----------------------|------------------|
| 1. | 1200 pairs and above | 550.00 |
| 2. | 800 Pairs | 500.00 |
| 3. | 400 Pairs | 375.00 |
| 4. | 200 Pairs | 250.00 |
| 5. | 100 Pairs | 150.00 |
| 6. | 50 Pairs | 125.00 |
| 7. | 20 Pairs | 100.00 |
| 8. | 10 Pairs | 75.00 |

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

SECTION – XIV
SCHEDULE OF RATES

Part-A RECOVERY

| Sl. No. | Description of item | Basic Rate (in Rs) |
|---------|--|--------------------|
| 1 | Excavating trenches for recovery of PIJF cable using JCB | 80 |
| 2 | Back pulling and coiling of recovered cables | 30 |
| 3 | Loading of recovered cables | 500 |
| 4 | Unloading of recovered cables | 500 |
| 5 | Transportation of recovered cables to nearest BSNL exchange. | 600 per truck |

Part-B LAYING

| Sl. No. | Description of item | Basic Rate |
|---------------|--|--------------|
| 1 | Excavating trenches up to 100cm for laying 10 pair or higher PIJF underground cable including providing warning/protection layer by supplying and laying longitudinal/transverse brick layer (bricks are to be supplied by contractor), back filling and compacting. | |
| | (i) Normal Soil | 80 |
| | (ii) Ordinary Rock | 134 |
| | (ii) Cement Concrete/Hard Rock | 181 |
| 2 | Pulling and laying of PIJF underground cables in trenches and pipes | |
| | (i) Up to 50 Pairs | 10 per meter |
| | (ii) 100/200 Pairs | 20 per meter |
| | (iii) 200 Pairs | 20 per meter |
| | (iii) 400 Pairs | 25 per meter |
| 3 | (iv) 800 Pairs and above | 30 per meter |
| | Jointing of cables and end to end testing including digging of pits. | |
| | (a) 10 /20 Pairs | 300 |
| | (b) 50 pairs | 400 |
| | (c) 100 pairs | 500 |
| | (d) 200 pairs | 600 |
| (e) 400 pairs | 800 | |
| 4 | (f) Every additional 100 Pairs above 400 Pairs | 100 |
| | RCC concreting work over laid G.I. pipe on Culverts/bridges/others. | 110 |

Part – C: MONITORING

| Sl. No. | Description of item | Basic Rate Per Night per Person (in Rs) |
|---------|---|---|
| 1 | Night monitoring during excavation and also monitoring of exposed and recovered cable | 500 |

SECTION – XV

FINANCIAL BID

(A) RECOVERY OF PIJF CABLE

| Sl. No. | Description of item | Basic Rate (in Rs) | Unit | Quantity | Estimated Total Amount | Rate Quoted by Bidder | Total Amount as per Bidder Rate |
|---------|--|--------------------|-----------|----------|------------------------|-----------------------|---------------------------------|
| 1 | Excavating trenches for recovery of PIJF Cables using JCB | 80 | m | 10000 | 8,00,000 | | |
| 2 | Back pulling and coiling of recovered cable | 30 | m | 10000 | 3,00,000 | | |
| 3 | Loading of recovered cable on small truck | 500 | per truck | 100 | 50,000 | | |
| 4 | Unloading of recovered cable on small truck | 500 | per truck | 100 | 50,000 | | |
| 5 | Transportation of recovered cable to nearest BSNL exchange by small truck. | 600 | per truck | 100 | 60,000 | | |
| | | | | | 12,60,000 | TOTAL (A) | |

(B) PIJF CABLE LAYING WORK

| Sl. No. | Description of item | Basic Rate per unit | Unit | Qty | Total Amount | Rate Quoted by Bidder | Total Amount as per Bidder Rate |
|---------|---|---------------------|---------|------|--------------|-----------------------|---------------------------------|
| 1 | Excavating trenches up to 100cm for laying 10pair or higher PIJF underground cable including providing warning/protection layer by supplying and laying longitudinal/transverse brick layer (bricks are to be supplied by contractor), back filling and compacting. | | | | | | |
| | (i) Normal Soil | 80 | m | 2500 | 2,00,000 | | |
| | (ii) Ordinary Rock Soil | 134 | m | 7500 | 10,05,000 | | |
| | (iii) Cement Concrete/Hard Rock | 181 | m | 500 | 90,500 | | |
| 2 | Pulling and laying of PIJF underground cables in trenches and pipes | | | | | | |
| | (i) Up to 50 Pairs | 10 | m | 0 | 0 | | |
| | (ii) 100 Pairs | 20 | m | 1000 | 20,000 | | |
| | (iii) 200 Pairs | 20 | m | 2000 | 40,000 | | |
| | (iii) 400 Pairs | 25 | m | 5000 | 1,25,000 | | |
| | (iv) 800 Pairs and above | 30 | m | 2000 | 60,000 | | |
| 3 | Jointing of cables and end to end testing including digging of pits | | | | | | |
| | (a) 10 /20 pairs | 300 | per job | 40 | 12,000 | | |
| | (b) 50 pairs | 400 | per job | 40 | 16,000 | | |
| | (c) 100 pairs | 500 | per job | 40 | 20,000 | | |
| | (d) 200 pairs | 600 | per job | 40 | 24,000 | | |
| | (e) 400 pairs | 800 | per job | 140 | 1,12,000 | | |
| | (f) Every additional 100 pairs above 400 pairs | 100 | per job | 70 | 7,000 | | |

| | | | | | | | |
|---|---|-----|---|-----|-----------|------------------|--|
| 4 | RCC concreting work over laid G.I. pipe on Culverts/bridges/others. | 110 | m | 720 | 79,200 | | |
| | | | | | 18,10,700 | TOTAL (B) | |

C) MONITORING WORKS

| Sl. No. | Description of item | Basic Rate Per unit | Unit | Quantity | TOTAL AMOUNT | Rate Quoted by Bidder | Total Amount as per Bidder Rate |
|---------|---|---------------------|----------------------|----------|--------------|-----------------------|---------------------------------|
| 1 | Night monitoring work during excavation to avoid cable damages and also monitoring of exposed and recovered cable to avoid theft. | 500 | per night per person | 120 | 60,000 | | |
| | | | | | 60,000 | TOTAL (C) | |

GRAND TOTAL = Total Amount [(A)+(B)+ (C)]

N.B.

- 1 The Financial Bid (Price Schedule) is given in separate Excel file in e-Tender website
- 2 Bidder should download, properly fill up and then upload their Financial Bid in the Excel file using DSC.
- 3 Bidder should fill up (i) Name of the bidder and (ii) Rate per Item only in the Excel file.
- 4 Lowest bidder L1 will be decided on GRAND TOTAL

SECTION – XVI

CHECK LIST

- 1) **The bid document should be downloaded and then uploaded using DSC, which implies that, the bidder has digitally signed all the pages of the bid document as agreement of all tender terms and conditions contained in the bid document.**
- 2) **The following Form of bid document should be filled up, signed with seal, scanned and uploaded in the e-tender website by bidder:**
 - (a) **Bid Form (Section-IX).**
 - (b) **Certificate of non-participation by family members (Section-VII).**
- 3) **The financial bid in MS Excel format should be duly filled up and uploaded using DSC.**
- 4) **Cost of Bid Document. Scan copy of Cash Receipt/DD/Banker's Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.**
- 5) **EMD. Scan copy of Cash Receipt/DD/Banker Cheque to be uploaded in e-tender website and original to be sent to BSNL as per the procedure given in bid document.**
- 6) **Experience Certificate.**
- 7) **Copy of PAN Card.**
- 8) **Copy of GST registration.**
- 9) **A valid copy of Firm Registration Certificate, self attested.**
 - (i) **In case of Partnership firm, a copy of Partnership deed agreement may be submitted.**
 - (ii) **In case of Company, copy of the Certificate of Incorporation and Memorandum of Association should be submitted.**
- 10) **A valid copy of Registration of the firm with Central Labour Commissioner. If not available at the time of bid submission then enclose a declaration letter mentioning that labour licence will be obtained on award of contract within stipulated period.**
- 11) **Copy of EPF Registration Certificate under EPF Act, 1952.**
- 12) **Copy of Power of Attorney, in case the person other than the tenderer has signed the tender documents.**
- 13) **A copy of Turn Over Certificate issued by Accounts Officer.**
- 14) **In case of small scale units, a copy of NSIC Certificate showing that the firm is registered with NSIC for the tendered item if applicable.**