



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
NAGALAND TELECOM DISTRICT
DIMAPUR - 797112

No.AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/18-19 dated the 27.10.2018

E-TENDER FORM
For
PROVISIONING AND MAINTENANCE OF OFC
NETWORK THROUGH OVERHEAD ALIGNMENT BY
ERECTING POSTS MATERIALS IN DIMAPUR DIVISION
OF NAGALAND TELECOM DISTRICT

Cost of Tender Form: Rs.2,360 /-

Tender No. AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/2018-19

Due Date /Time of Receipt: **1400 Hrs** of 29/11/2018

Due Date /Time of Opening: **1500 Hrs** of 29/11/2018

Venue

Room No. 111, 1st Floor, O/o GMTD NAGALAND TELECOM DISTRICT, BSNL
Super Market Complex Dimapur-797112



**O/o GMTD BSNL NAGALAND TELECOM DISTRICT
DIMAPUR - 797 112**

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SECTION – I**(Part-A)****DETAILED NOTICE INVITING TENDER**

SEALED TENDERS ARE INVITED ON BEHALF OF CHAIRMAN AND MANAGING DIRECTOR, BHARAT SANCHAR NIGAM LIMITED BY GM, NAGALAND TELECOM DISTRICT FROM THE ELIGIBLE CONTRACTORS FOR PROVISIONING AND MAINTENANCE OF OFC NETWORK THROUGH OVERHEAD ALIGNMENT BY ERECTING POSTS MATERIALS IN NAGALAND TELECOM DISTRICT .

1. **Name of the work:** Provisioning and Maintenance of OFC network through overhead alignment by Erecting Posts Materials in Dimapur Division of Nagaland Telecom District.

Tender operating Area	Tender number	Estimated cost of tender	Quantity	Document Cost Non-refundable	Amount of Bid Security
Dimapur Division Nagaland Telecom District	AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/2018-19	Rs.1, 59, 25, 492.10/- (incl. 18% GST)	i.Cable laying for New Projects = 80km ii)Cable laying for Maintenance of existing & New proposed routes =10km	Rs.2,360/- (Rs. 2,000/- + 18%	Rs.3,18,510/- (2% of Estimated cost) (Rounded off)

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

2. **Accessibility of Tender Document:** Tender document (free viewing copy) can be obtained by downloading it from the www.ne2.bsnl.co.in The official copy of tender document for participating in e-tender will be available for downloading www.tenderwizard.com/BSNL

Cost of Tender document ₹ 2,360/- ₹ 2000/- [+18% GST ₹ 360/-] (Non Refundable)

DD / Bankers cheque of an amount of Rs 2,360/- in favour of "Accounts Officer Cash, BSNL, Nagaland Telecom District Dimapur " payable at Dimapur shall have to be submitted towards tender fee along with the tender bid failing which the tender bid will be rejected.

- 2.2. BSNL has decided to use process of **e-tendering** for inviting this tender and **thus the physical copy of the tender would not be sold.**
3. **Sale of physical copy of tender Document:** Not applicable.

Note 1: The Tender document shall not be available for download on its **submission /closing date.**

4. **Eligibility Criteria for bidders:**

- I. a) The bidder should be an Indian Firm/ Company registered for eligible to participate in the Bid.
II. The bidder should have
- valid PAN No.
 - Valid Goods and services Tax Registration No.
 - A self declaration alongwith the evidence that the bidder is not blacklisted by GST authorities
 - In case multiple GST numbers, all the numbers can be provided as annexure.
 - GSTIN registration number(s) which need to be quoted mandatorily.

III. The bidder should have successfully completed a minimum 10 Km of Overhead / arial laying for providing services like CCTV/TV/Fibrenet /internet/FTTH in BSNL/MTNL/other PSUs /Govt. Department/ Private telecom or internet service providers during the last 5 years ending 31.03.2018

As documentary evidence for having executed a work of same or more volume satisfactorily, the copy of experience certificate issued by the competent authority not below the rank of AGM/DE or equivalent in BSNL/MTNL and duly attested by an officer not below the rank of SDE/AE/ Gazetted Officer shall be submitted along with bid and in case of certificate issued by any other government department/PSUs/Private service telecom providers, the same should be duly attested by Gazetted officer.

II. The bidder should have a combined financial turnover of **20 Lakhs** during the last 3 financial years of
i) 2015-16
ii) 2016-17
iii) 2017-18

The same should be supported by Profit & Loss account statement duly certified by the Auditors/CA.

IV.T

IV Date & Time of Online Submission of Tender bid: Up to **14.00 hrs** on 29/11/2018 (Tender closing date).

V. Online Opening of Tender Bids: At **15:00 Hours** of this date 29/11/2018

5 Bid Security / EMD:

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

- a) Demand Draft/ Banker's cheque drawn in favour of "**Accounts Officer Cash BSNL Nagaland Telecom District Dimapur**" Payabale at Dimapur.
- b) Bank Guarantee from any scheduled bank drawn in favour of General Manager, Nagaland Telecom District, Dimapur, which should be valid for **180 days** from the tender opening date.

AGM (Plg)

BSNL, NAGALAND TELECOM DISTRICT

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SECTION I

(Part-B)

NEWS PAPER N.I.T. (NNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

NAGALAND TELECOM DISTRICT

DIMAPUR-797112

NOTICE INVITING TENDER

Tender No. AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/2018-19 dated: 27/10/2018

Sealed tenders are invited by General Manager, Nagaland Telecom District from the prospective bidders for the following work:

Name of the work	Estimated cost in Rs.
Provisioning & maintenance of OFC network through overhead alignment by Erecting Posts Materials in Dimapur Division of Nagaland Telecom District	Rs.1, 59, 25, 492.10/- (incl. 18% GST)

Last date of receipt of tender is **29/11/2018** up to **14.00Hrs.**

For further detailed information, kindly visit our website ne2.bsnl.co.in and follow link for e -tenders by BSNL www.tenderwizard.com/BSNL

AGM (Plg.)
NAGALAND TELECOM
DISTRICT , BSNL, Dimapur

SECTION II

Tender information

1. Type of tender: Two stage bidding, two-Electronic Envelope System.

Note: The bids will be evaluated techno-commercially and financial bids of techno-commercially Compliant bidders only shall be opened.

2. Bid Validity Period: Validity of Bid offer for acceptance by BSNL: 150 days from the tender opening date and for further extendable for 120 days

3. The tender offer shall contain two envelopes viz. techno-commercial and financial envelopes which will contain one set of the following documents only:

4. Techno-commercial envelope shall contain:

- i. Certificate(s)/documents showing fulfillment of the eligibility criteria stated in Clause 4 of the Detailed NIT Section- I part A.
- ii. Documents stated in clause 9.2 of Section-IV Part A.
- iii. Bidder's Profile & Questionnaire duly filled & signed - Section VIII.
- iv. Near Relation Certificate in Proforma –VII (G) -duly filled & signed.
- v. Undertaking & declaration in Proforma –Section VI duly filled & signed.
- vi. Tender documents (Electronic Form- Technical) with all relevant annexes.
- vii. Tender/ Bid form, duly filled & signed - Sec IX- Part A.

Note: EMD, Cost of Tender documents, Solvency certificate and Power of Attorney will be submitted in physical form.

5. Financial envelope shall contain: Electronic Form- financial Bid - Sec.IX Part B.

6. Procedure for Preparation, Processing and Payment of bills:

The Contractor shall prepare the bills in triplicate ensuring execution of part work in its completeness as envisaged above, 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 . The S.D.E. in-charge shall record the certificate on the bill that the site order books have been consulted before signing the bills. This would enable the S.D.E. to ensure whether the defects pointed during execution have been rectified or not. The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates and submit the bills with the documents as mentioned below to the AGM, in-charge of work.

- 7.** First copy of bill along and cable/ fibre termination and /continuity test report (*wherever necessary as per the nature of works*) - Original-payable copy.
- 8.** Second and third copy of bill and termination and continuity test of the cable (*wherever necessary as per the nature of works*) for office record - **(Not for Payment)**
- 9.** The AGM shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The AGM shall retain the third copy of the bill along with photocopies of other documents in his estimate and send first and second copies of the bills along with all documents to works Section for processing of bills and release of payment.
- 10.** The bills shall be processed in estimate file of the concerned work and scrutinize the bills vis-a-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. **The 8% of the bill amount towards Performance Security Deposit and statutory taxes applicable to contract shall be deducted at the time of payment of bill.**
- 11. Bill payment through Real Time Gross Settlement (RTGS)**
The payment of bill will be allowed only for full completion of work as per the work order. For More than 2000 mts of work there will be multiple work orders (*wherever applicable*).
All the payments shall be made through **Real Time Gross Settlement (RTGS) only**. The contractors should submit

the mandate form for this purpose along with the agreement while entering into the contract.

12. Processing and payment of bill:

On submission of the bill by the contractors to the concerned field engineer i.e.SDE incharge of work, the same shall be processed by the concerned SDE in charge of works and shall be forwarded to respective DDOs and bill shall be paid within 30 days from the date of forwarding of the bill. The contractor shall submit the details of the document along with the bill

- (i) The bill for all the quantities as per Measurements at the Approved Rate.
- (ii) Adjustment of amount received against all the work orders for that specific rate.
- (iii) Adjustment of Performance Security Deposit and Statutory Taxes already recovered if any .
- (iv) Store reconciliation statement furnishing account of stores received against the Work Order.
- (v) Diagram indicating segment/section in connection with the execution of works in theroutes/section.

13. Paying Authority:

ACCOUNTS OFFICER (Claims),
O/o GM, BSNL, NAGALAND TELECOM DISTRICT
Dimapur-797112

14. No. of bidders:

Maximum 4 (Four) contractors are required for this tender works. However BSNL has got the discretion to allot additional contractors depending on the actual work requirement. Contractor will be selected from the technically qualified list based on their Financial Bid ranking. The successful contractors have to carry out the works in Dimapur Division, NAGALAND TELECOM DISTRICT.

Assistant General Manager (Plg.)
BSNL, NAGALAND TELECOM DISTRICT

Section III

Part -A

The tendered activity mainly consists of:

- i) Provision of O/H low count cable for new connections
- ii) Misc works like laying of splicing ,termination ,testing, opening of cable joint pits, etc
- iii) Localization and/or rectification of OF cable faults
- iv) Execution of Preventive and corrective maintenance of designated and assigned OF routes

SCOPE OF CONTRACT:

This scope and specification covers the development work (laying New Cable laying), the preventive maintenance, scheduled and planned Maintenance and break down corrective maintenance activities including works comprising of OFC laying ,splicing ,termination etc. for the purpose of giving new connections or rectification of fault to be carried out by the contractor for OFC routes of NAGALAND TELECOM DISTRICT .

1. The detailed scope of contract is as under
 - Development/ Maintenance of OFC Overhead Network with Allied works**
 - The primary focus is to provide Overhead Network by the contractor.
- 1.1 Overhead alignment of OF cables (4F - 24F , 48F) by using natural means/posts with the help of tensile strength.
- 1.2 Fixing of Termination Box at Customer Premises/Exchange/BTS tower.
- 1.3 Tapping of fibers from existing joint of 12F/24F/48F Cable
- 1.4 Provisioning of "O" ring with suitable cover
- 1.5 Digging of the Pits for tapping of fibre.
- 1.6 Digging of pit for 3ft depth x 2ft width for planting of post
- 1.7 Planting of posts for every 40 mt span in straight and concreting of the pit ,extending the concrete slab by one feet above the ground level and tapering the top surface using 1:2:4 - 1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size.
- 1.8 Where ever straight path is not available for 40 mt span (turning points) or uneven terrain, additional post to be planted taking all precautions based on the geographical conditions
- 1.9 Making Straight Jointing of 4F to 24F, 48F Cable
- 1.10 Tapping of fibers from existing joint of 12/24F/48F Cable.
- 1.11 Excavation of trench for a depth cable access position for small lengths 5 Mtr(min) + additional meter
- 1.12 Restoration of Overhead faults (Replacing /relaying of faulty section by cable with splicing work)
- 1.13 Contractor has to keep good rapport and co-ordination with the all Government and Non-Government bodies/ authorities and also farmers/ land owners to collect their plan of activities for the routes, which may prevent damages to the OF Cables.
- 1.14 Contractor has to keep a good rapport and effective coordination with local bodies/ agencies including those mentioned above, of their proposed activities which may pose a threat to the OFC. On receipt of any such information the Contractor must immediately inform the designated officer of BSNL and undertake all precautionary measures that will prevent any harm or damage to the OFC.
- 1.15 Contractor has to maintain Management Information System (MIS) reports on a regular basis as per BSNL approved formats and will submit to the designated officer of BSNL within the specified time limits.

2. Corrective maintenance:

- 2.1 The OFC cuts can happen due to the activities of various agencies due to any reason. In case of cable cuts, the contractor shall restore the fault within the permissible time period as specified at clause **12 under SLA**. The fault restoration shall be done on a permanent basis.
- 2.2 However it may not be practical to do immediate permanent restoration of all cases. Wherever it is not able to restore the fault permanently, temporary restoration can be resorted to avoid traffic loss at contractor's own cost and permanent restoration can be done subsequently by the contractor. .
- 2.3 The corrective maintenance activities are broadly classified as under:
- a) Localization of OFC break
 - b) Co-ordination with concerned local authorities
 - c) Excavation of earth to expose cable for fault rectification
 - d) Identification of broken OFC ends and laying additional OFC
 - e) laying of required length of OFC with protection wherever required
 - f) testing of fibres
 - g) Preparation of jointing pit and back filling of pit .
 - h) Splicing of cable
 - i) Final Testing of OFC splices loss at the joint from the terminal station using power meter.
- 2.4 On receipt of information of OFC fault the Fault repair team (FRT) shall move immediately for locating and rectifying the fault as per the response time specified at clause 12.0, under SLA. The working fibres shall be restored first, followed by others. Sufficient labour shall be engaged for speedy restoration.
- 2.5 Response time is the time taken by the Contractor to mobilize (set in motion) all the necessary resources (like materials, labour and equipment) required for attending the fault. It shall be maximum half-an-hour from the time BSNL so advises and intimation will be through SMS/E-mail/fax/telephone to the contractor.
- 2.71 Restoration of all systems / fibres in the OF cable shall be ensured within 4 hours and in extreme cases only where the permanent restoration is not possible immediately, temporary restoration shall be made within 4 hours with the approval of BSNL. However, permanent restoration shall be done during night hours after getting maintenance shut down within 7 days of temporary restoration. The contractor has to submit a detailed report regarding the cause of fault, restoration details within 24 hrs to the designated officer of BSNL.
- 2.8 During the corrective action by the contractor , in case other service cables/utilities like existing OFC, local telephone copper cable, water pipes, electricity cables, any other pvt./ public Property etc. are damaged, the penalty/compensation if any, shall be borne by the Contractor only. The restoration of all such damages caused will be rectified immediately by the contractor at his own cost. However this shall not hamper the BSNL OF cable restoration activity.
- 4. THE CONTRACTOR'S OFFICE:**
- 4.1 **Office set up**
The contractor has to establish reporting centre office and shall be equipped with the following facilities within 7 days from the issue of LOI:
- a. 2 PCs - with internet connection to receive/ send information through email .
 - b. Two land line telephone connections and two mobile connections
 - c. Fax line

d. Minimum one staff with 24X7 on all 365 days

5.0 INSPECTION AND TESTING:

- For inspection of the works carried out by the contractor, he shall arrange the required accessories like testing instruments, ladders, lighting devices to the BSNL designated authority.
- All results of inspection and test results will have to be recorded in the inspection reports, Proforma of which shall be approved by BSNL.

6. Service Level Agreement hereinafter referred as SLA.

Contractor shall ensure the following SLAs:

- The fibre loss shall not exceed **0.1 dB** per each splice.
- The mean time to repair (MTTR) OFC cut shall be within **4 Hours** (averaged over a month from the time of OFC cut occurrence). 90% of the OFC cuts shall be attended in 4 Hours and a maximum of 10% are permitted up to 6 hours. Whereas the overall repair shall not exceed 4 hours in a month.
- The time assigned for new work will be 4 days depending upon the amount of works involved and shall be restricted to 4 days if no digging is involved.

13. PENALTY:

Sl. No	Parameter	Limits	Amount of penalty in Rs.	Remarks
1	Mean Time to Repair (MTTR) OFC cuts	≤ 6	100 per Hour up to 12 hours and beyond 12 hours 500 upto 72 hrs (at any cost no fault would be allowed unattended beyond this hour)	Per occasion.
2	New connections / provisions	Maximum 7 days	0.5% per day fir every day of delay after designated time	Delay on part of BSNL will not be counted for this purpose

- 20. JURISDICTION OF CONTRACT:** The jurisdiction of the contract shall be the area covered by Exchanges in **NAGALAND TELECOM DISTRICT** . If any additional telephone exchange is planned, the same shall be included in the zone in the vicinity of concerned exchange keeping in view the logistics of carrying out the work..Scope of work includes jobs relating to road cutting, excavation in trenches, laying required cables/pipes through trenches, placing of bricks for identification and safety, refilling the trenched area as per specification and to the satisfaction of the AGM. The excavation may have to be carried out in different type of soils for which rates would remain the same. It may be required to lay either RCC or GI Pipes in road crosses or at other required places as per the requirements of BSNL and draw the cables through the pipes. For OF cable, HDPE/ PLB pipes will have to be laid.
- The scope of work also includes the road reinstatement works under the jurisdiction of Nagaland State to be carried out as per Technical Specifications . The acceptance of such works completely rests with Nagaland State authorities
- The works are required to be carried out within the areas served by Nagaland Telecom District covering **NAGALAND STATE** , from time to time. The contractor(s) shall execute the work(s) entrusted to them within the period, either stipulated in the work order issued by the AGM or stipulated in the road

cutting permits issued by Nagaland State Government. It is the responsibility of the contractor to employ sufficient men for the works ordered so that the targets, for completion of work as prescribed shall be met.

21. SAFETY PRECAUTIONS :

Safety Precautions when excavating or working in excavations close to electric cables

The Engineer-in-charge of the work should get full information from Electricity **undertaking** regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be proceeded with close consultation with them. Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power cables, not laid in conduits, are usually protected from top by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working near by so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the electric Authority and they should be contacted to do the needful. If an electric cable is damaged even slightly, it should be reported to the electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the Vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

Electric shock – Action and treatment: Free the victim from the contact as quickly as possible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every moment of delay is serious, so a doctor should be called for immediately.

Safety precautions while working in public street and along railway lines : Where a road or footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. Excavation work should be done in such a manner that it will not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable bridges over open trenches should be so planned that these are required for the minimum possible time. Where bridges are constructed to accommodate vehicular traffic and is done near or on railway property, it should be with the full consent and knowledge of the competent railway authorities.

Danger from falling material : Care should be taken to see that apparatus, tools or other excavating implements or excavated materials are not left in a dangerous or insecure position so as to fall or be knocked into the trench there by injuring any workman who may be working inside the trench.

Care when working in Excavations : Jumping into a trench is dangerous. If it is deep, workmen should be encouraged to lower themselves. Workers should work at safe distance so as to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire or sharp objects they should be removed carefully. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position that it is likely to cause any accident or obstruction to a roadway or waterway. If possible the excavated material should be put between the workmen and the traffic without encroaching too much on the road.

Danger of cave in : When working in deep trenches in loose soil, timbering up/ shoring the sides will prevent soil subsidence. The excavated material should be kept at sufficient distance from the edge of the trench or pit, vehicles or heavy equipment must not be permitted to approach too close to the Excavation. When making tunneled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

Protection of Excavations : Excavations in populated areas, which are not likely to be filled up on the same day should be protected by barriers or other effective means of preventing accidents and the location of all such openings must in any event be indicated by red flag or other suitable warning signs. During the hours from dusk to dawn adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risk and responsibility is involved. Notwithstanding adoption of the above mentioned precautions, works involving excavations should be so arranged as to keep the extent of opened ground and the time to open it to a minimum.

Precautions while working on roads : The period between half an hour after sun-set and half an hour before sunrise, and any period of abnormal darkness may also be considered as night for the purpose of these instructions, for the purpose of providing the warning signs. Excavation liable to cause danger to vehicles or the public must at all times be protected with fencing of rope tied to strong upright or bamboo poles at a suitable height or by some other effective means. Any such temporary erection which is likely to cause obstructions and which is not readily visible should be marked by posts carrying red flags or boards with a red background by day and by continuously lighted lamps at night. The flags and the lamps should be placed in conspicuous positions so as to indicate the pedestrians and drivers of vehicles the full expanse i.e. both width and length of the obstruction. The distance between lamps or between floors should not generally exceed 1.25m along the width and 6m along length of the obstruction in non-congested areas, but 4 metres along the length in congested areas. If the excavation is extensive, sufficient notice to give adequate warning of the danger, should be displayed conspicuously not less than 1.25m above the ground and closed to the excavation. Where any excavation is not clearly visible for a distance of 25m to traffic approaching from any direction or any part of the carriage way of the road in which the excavation exists, a warning notice should be placed on the kerb or edge of all such roads from which the excavation or as near the distance as is practicable but not less than 10m from the junction of an entering or intersecting road in which the excavation exists. All warnings, in these should have a red background and should be clearly visible and legible. All warning lamps should exhibit a red light, but white lights may be used in addition to facilitate working at night. Wherever required a passage for pedestrians with footbridge should be provided. At excavations, cable drums, tools and all materials likely to offer obstructions should be properly folded round and protected. This applies to jointer's tents as well. Leads, hoses etc. stretched and across the carriageway should be guarded adequately for their own protection and also that of the public.

Traffic Control : The police authorities are normally responsible for the control of traffic and may require the setting up of traffic controls to reduce the inconvenience occasioned by establishment of a single line of traffic due to restriction in road width or any other form of obstruction caused by the work. As far as possible, such arrangements should be settled in advance. If there are any specific regulations imposed by the local authorities, these should be followed.

23. SPECIAL NOTE & PRECAUTIONS

- i. The rates quoted shall be inclusive of providing barricades, putting up danger signs/lights, watchman etc., till completion of work.
- ii. Caution Board, red flags and Road barricades should be used liberally. In addition flickering lamps or red lamps should be provided during night along with number of cone reflectors. Necessary wooden/steel plates may be provided at intervals across the trench for public to cross conveniently.
- iii. Restrict the use of crowbars only to the removal of hard upper crust of the earth and for levering stones.
- iv. Use pick axes and pharaohs for further trenching.
- v. Take care not to damage the existing underground plant/services while trenching.
- vi. Intimate to the concerned utilities if any of their plant/services are damaged while trenching.
- vii. Power cables should be avoided.
- viii. Replace the warning bricks of other utility services if they got disturbed while opening put.
- ix. Do not locate equipment where it is likely to cause interference or injury to the public.
- x. Use the correct key to lift manhole covers. Obtain assistance to lift heavy covers.
- xi. Place manhole guards or barricades around all open manholes.

SECTION III
Part B
TECHNICAL SPECIFICATIONS

1. INSTALLATION OF JOINT CLOSURE & SPLICING OF OFC:-

Fusion splicing is used for splicing the fibre in BSNL network. This is accomplished by applying localized heating (i.e., by electric arc or flame) at the interface between two butted, pre-aligned fibre ends, causing them to soften and fuse together. For this purpose fusion splicing machine is used.

There are various types of joint closures in use for BSNL, namely SJC (Straight Joint Closure) and BJC (Branch Joint Closure). The SJCs are predominantly used along the cable routes, and the BJCs are used where ever, the fibre tappings and branching of cable is required. The Procedure for assembly of joint closures is generally supplied by the manufacturers along with the joint closures. However the general procedure for assembly of joint closure is described below: [Jointing Kits will be supplied by BSNL]

1.1 Jointing of OF CABLE

The manufacturer's manual contains the following:

- a) Material inside joint closure kit.
- b) Installation tools required.
- c) Detailed procedure for cable jointing.
- d) Procedure for re-opening the closure.

1.2 However, generally, the following steps are involved for jointing of the cable.

- a) Preparation of cable for jointing.
- b) Stripping/cutting the cable.
- c) Preparation of cable and joint closure for splicing.
- d) Fibre splicing.
- e) Organizing fibres and finishing joints.
- f) Sealing of joint closure end.
- g) Placing joint in pit.
- h) Marking of cable end.
- i) Marking of fibres in tray.

1.3 PREPARATION OF CABLE FOR JOINTING:-

1.2.1 During the installation, a minimum of 10 meters of cable of each end is coiled in the jointing pit to provide for jointing to be carried out at convenient location as well as spare length to be available for future use in case of failures.

1.2.2 The pit size must be chosen carefully to ensure the length of the way on which joint is mounted is greater than closure length plus twice the minimum bending radius of the cable. A pit length of 1.2 meter is sufficient for most of the cable and joint closures. Bracket to support the cable coil are also fixed on the wall of the pit.

1.2.3 The cable is then coiled on to the pit wall in the same position as required after the joint is complete. The marking is done on all the loops so that it will be easier to install it later.

1.2.4 The distance from the last centre to the end of the cable must be at least 1.8 meter. This is being the minimum to be stripped for preparation of joint.

- 1.2.5 Sufficient cable at each end up to the jointing vehicle/enclosure is then uncoiled from the pit for jointing.

1.3 STRIPPING/ CUTTING OF THE CABLE:

- 1.3.1 The cable is stripped of their outer and inner sheath with each sheath, staggered approximately 10mm from the one above it.
- 1.4.2 Proper care must be taken when removing the inner sheath, to ensure the fibres are not scratched or cut with the stripping knife or tool. To prevent this, it is best to only score the inner sheath twice on opposite sides of the cable, rather than cut completely through it. The two scores marking on either side of the cable are then stripped of the inner sheath by hand quite easily.
- 1.4.3 The fibres are then removed from cable one by one and each fibre is cleaned individually using isopropyl solution to remove the jelly.

1.5 PREPARATION OF CABLE JOINT CLOSURE FOR SPLICING:

The type of preparation work performed on the cable prior to splicing differs on the type of joint closure and fibre organizer used. However, the following steps are usually common:

- 1.5.1 The strength member of each cable is to be fixed to the central frame of the joint.
- 1.5.2 The sealing compound or heat shrink sleeve is applied to the cables and closure or prepared for application after splicing is complete.
- 1.5.3 The fibres are protected (usually with plastic tubing) in their run from the cable core to the fibre organizer trays (particularly if cable construction is slotted core type). Two Nos of plastic tie shall be used to hold fibre tube with splicing tray.
- 1.5.4 Tags which identify the fibres numbers are attached at suitable locations on the fibres.
- 1.5.5 Splice protectors are slipped over each fibre in readiness for splicing over the bare fibre after splicing.

1.6 STRIPPING AND CLEANING OF FIBRE:

- 1.6.1 Prior to splicing each fibre must have approximately 50mm of its primary protective U.V. cured coating removed, using fibre stripper which are manufactured to fine tolerances and only score the coating without contacting the glass fibre.
- 1.6.2 The bare fibre is then wiped with a lint free tissue doused with ethyl alcohol.
- 1.6.3 Cleaving of the fibre is then performed to obtain as close as possible to a perfect 90 face on the fibre.

1.7 FUSION SPLICING OF THE FIBRE:-

Some of the general steps with full automatic micro processor control splicing machine are as under:

- 1.7.1 Wash hands thoroughly prior to connecting this procedure.
- 1.7.2 Place the bare fibre inside 'V' groove of the splicing machine by opening clamp handle such that the end of fibre is app.1 mm. over the end of the 'V' groove towards the electrodes.
- 1.7.3 Repeat the same procedure for other fibre, however first insert heat shrink splice protector.
- 1.7.4 Press the start button on the splice controller.
- 1.7.5 The machine will pre fuse, set align both in 'X' and 'Y' direction and then finally fuse the fibre.

- 1.7.6 Inspect the splice on monitor if provided on the fusion splicing machine and assure no nicking, bulging is there and cores appear to be adequately aligned if the splice does not visually look good repeat the above procedure.
- 1.7.7 Slide the heat shrink protector over the splice and place in tube heater. Heat is complete when soft inner layer is seen to be 'oozing' out of the ends of the outer layer of the protector.
- 1.7.8 Repeat the same procedure for all the other fibres.

1.8 ORGANISING FIBRE AND FINISHING JOINTS:-

- 1.8.1 After each fibre is spliced, the heat shrink protection sleeve must be slipped over the bare fibre before any handling of fibre takes place, as uncoated fibres are very brittle and cannot Withstand small radius bends without breaking.
- 1.8.2 The fibre is then organized into its tray by coiling the fibres on each side of the protection sleeve using the full tray side to ensure the maximum radius possible for fibre coils.
- 1.8.3 The tray is placed in the position.
- 1.8.4 OTDR reading taken for all splices in this organized state and recorded on the test sheet to confirm that all fibres attenuation are within 0.1 db per splice. This OTDR test confirms fibres were not subjected to excessive stress during the organizing process.
- 1.8.5 The splice loss measurement on each to fibre is also to be taken from the terminal station using power meter to determine the splice loss of each fibre < 0.1 db.
- 1.8.6 Only after satisfactory confirmation of the splice loss within limits i.e. 0.1 db using power meter, the joint pit is to be closed with proper sealing,

1.9 PLACING OF COMPLETED JOINT IN PIT:- *

- 1.9.1 Joint is taken out from the vehicle and placed on the tarpaulin provided near the pit.
- 1.9.2 The cable is laid on the ground; coil the cable such that pen mark previously placed on the cable line up. Tape these loops together at the top of the coil.
- 1.9.3 The joint can now be permanently closed and sealed by heating heat shrinkable sleeve etc.
- 1.9.4 If required for attending to faults etc., manufacturers supply special kits for opening of the joint and the steps to be followed. However the general steps are as under:
 - a) Using suitable knife cut heat shrink sleeve longitudinally along its entire length.
 - b) Do not damage the smaller heat shrunk sleeve on the ends of the joint.
 - c) Apply heat to the cut sleeve until it begins to separate.
 - d) Gently remove the cut sleeve from the joint. Now the joint can be opened.
 - e) Protective sleeve/cover can be removed for attending to faults etc.

1.10 EXCAVATION AND BACK FILLING OF JOINTING PITS:

- 1.10.1 It is recommended that excavation of trench be done manually, since use of mechanical devices like JCB likely to damage existing cables other utility pipes etc.
- 1.10.2 During excavation of the trenches, the earth shall be thrown by the side of the trenches. Complete excavated earth shall be back filled in the trench after laying the cable and well rammed.

1.11 TERMINATION OF CABLE ON OPTICAL FDF, PILLAR OR DPs

- 1.11.1 Stripping and preparation of cable as per 1.2 above.
- 1.11.2 Installation of FDF, Pillar, Pole, DP as per manual
- 1.11.3 Termination in accordance with procedure laid out for particular FDF, pillar or DP in technical manual.

Section III
Part -C
Schedule of Requirements

The schedule of requirement under this tender is for Provisioning and maintenance of OFC network through overhead alignment in DIMAPUR DIVISION of NAGALAND TELECOM DISTRICT. The work is to be carried out as per the field requirements. The unit cost w.r.t. each component of works will be as per the schedule rate.

SECTION IV

PART-A

General Instructions to bidders

A INTRODUCTION

1 DEFINITIONS

- a. **President of India:** The President of India means the President of India and his successors.
- b. **Government of India:** The Government or Government of India shall mean the President of India
- c. BSNL means **BHARAT SANCHAR NIGAM LIMITED**, the company with Board of Directors and Chairman & Managing Director, with Head Quarters at New Delhi.

All references of:

Department
 Chief General Manager
 General Manager
 General Manager
 Deputy General Manager/Area Manager/Director/Telecom Dist. Manager
 Assistant General Manager
 Sub Divisional Engineer
 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 BSNL, an enterprise under the Ministry of Communications, Government of India

Department in the document means department of BHARAT SANCHAR NIGAM LIMITED

- d. **The SSA Head** means the Head of SSA , **GM, NAGALAND TELECOM DISTRICT** and his successors
- e. **The General Manager** means the General Manager, BSNL, or any other GM of Nagaland Telecom District and his successors.
- f. **The Deputy General Manager** means all the Deputy General Managers, Area Managers of Nagaland Telecom District
- g. **The Assistant General Manager** means all the AGMs of Nagaland Telecom District in charge of underground cable works and their successors.
- h. **Representatives of the AGM** means the Officer and staff for the time being in the Nagaland Telecom District deputed by the AGM for supervising the works etc.
- i. **Nagaland Telecom District** – Secondary Switching Area covered by Nagaland District.
- j. **The jurisdiction of GM, NAGALAND TELECOM DISTRICT** : The jurisdiction of **GM, NAGALAND TELECOM DISTRICT** means full SSA under his control for Telecom Administration and service.
- k. **Representative of GM, NAGALAND TELECOM DISTRICT** : Representative of **GM, NAGALAND TELECOM DISTRICT** means Officer and staff for the time being in “NAGALAND TELECOM DISTRICT ” deputed by the **GM, NAGALAND TELECOM DISTRICT** for inspecting or supervising the work or testing etc.
- l. **Engineer-in-charge:** The Engineer-in-charge means the Engineering Officer nominated by GM, NAGALAND TELECOM DISTRICT to supervise the work, under the contract (Minimum AGM level Officer).
- m. **Site Engineer:** Site Engineer shall mean an SDE of BSNL who may be placed by the **GM, NAGALAND TELECOM DISTRICT** as in-charge of the work at site at any particular period.
- n. **A/T Unit:** A/T Unit shall be mean Acceptance and Testing Unit of BSNL.
- o. **A/T Officer:** An Officer authorised by **GM, NAGALAND TELECOM DISTRICT** to conduct A/T.
- p. **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 subject or context repugnant to such construction, be construed 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.

- q. **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.
- r. **Works:** The expression “**Works**” shall unless there is something either in the subject or context repugnant to such construction be construed 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.
- s. **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.
- t. **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.
- u. **Normal Time or Stipulated Time:** Normal time or stipulated time means time specified in the work order to complete the work.
- v. **Extension of Time:** Extension of Time means the time granted by BSNL to complete the work beyond the normal time or stipulated time.
- w. **Date of Commencement of Work:** Date of commencement of work means the date of actual commencement of work from the date of issue of work order.
- x. **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.
- y. **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- z. **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 Accepting 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:

2. The bidders are eligible to bid as per **clause No.4** “Eligibility Criteria for bidders” of NIT Section I Part A.

2.1 a) EMD: The bidder shall furnish the bid EMD of Rs.3, 18, 510/- in one of the following forms: Demand Draft/ Banker’s cheque drawn in favour of “Accounts Officer - Cash (HQ), BSNL Nagaland Telecom District Dimapur” payable at Dimapur.

- b) Bank Guarantee from any scheduled bank drawn in favour of General Manager, Nagaland Telecom District, Dimapur, which should be valid for **180 days** from the tender opening date.

Note: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

2.2 Place of opening of Tender bids:

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

However, if required, authorized representatives of bidders can attend the TOE at the Meeting at, O/o AGM(Plg.), , I Floor O/o GMTD NAGALAND TELECOM DISTRICT , BSNL Super Market Complex Dimapur-797112 where BSNL’s Tender Opening Officers would be conducting Public

Online Tender Opening Event(TOE).

- 2.3** Tender bids received after due time & date will not be accepted by the system.
- 2.4** Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 2.5** GM BSNL Nagaland Telecom District, reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 2.71** The official copy of tender document for e-bidding process of E-tender shall be available for downloading from <http://eprocure.gov.in>
- 2.7** The bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal <http://eprocure.gov.in>
- 2.8** In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.
Note 3: All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 2.9** All computer generated documents should be duly attested/ signed by the issuing organisation.

3 Participation of near relatives of BSNL employees in the Tender / Execution of works in BSNL Units:

It has been decided that the near relatives of BSNL employees either directly recruited or on deputation are prohibited from participation in the tender and execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs.

- I. The near relatives for this purpose are defined as
- i. Members of a Hindu Undivided family,
 - ii. Husband and wife,
 - iii. The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter in law), daughter (s) & daughter's husband (son in law), brother (s) & brother's wife, sister (s) & sister's husband (brother in law)
- II As per Government of India's CCS Conduct rule, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person, if any member of his family is employed in that company or firm or under that person or if he or Any member of his family is interested in such matter or contract in any other manner and the Govt. servant shall refer every such matter or contract to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head/circle Head/Chief engineer/ Chief Archt./corporate Office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head/ Chief Engineer/Chief Archt./ Corporate Office under whom he is posted.
- III. The company/or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle/Chief Engineer/Chief Archt. / Corporate office for non-executive employees and all SSA in a Circle including Circle office/Chief Engineer /Chief Archt. / Corporate office for executive employees (including those called as Gazetted officers at present). Therefore, it has been decided by the competent authority that the tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. The certificate will be given by the proprietor in case of proprietorship, , by all the partners in case of partnership firm and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

4. The declaration duly signed that tenderer having no relatives employed in BSNL should be enclosed with tender form (As per Proforma given in Section – VII (G)).

5. The firm/party BLACK LISTED by Central Government/State Government or any unit of BSNL shall not be eligible for bid. Suppression of this information at the time of filling of tender and subsequently, will amount to automatic rejection and forfeiture of all deposits at any stage.

C. BID DOCUMENTS:

6. **The Bid Documents:** The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents.

6.1. The Bid Documents include:

- 6.1.1 Notice inviting Tender
- 6.1.2 Bid Form
- 6.1.3 Tenderer's Profile.
- 6.1.4 Special Instruction to bidder regarding e_tendering
- 6.1.5 Instruction to Bidders.
- 6.1.6 General (Commercial) Condition of the contract.
- 6.1.7 Special Conditions of Contract.
- 6.1.8 Scope of work & Jurisdiction of Contract.
- 6.1.9 Material Security Bond Form. – N/A
- 6.1.10 Agreement (Sample).
- 6.1.11 Letter of Authorisation for Attending Bid Opening.
- 6.1.12 Schedule of Rates
- 6.1.13 Financial bid form

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

7. CLARIFICATION ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify BSNL by mail at the department's mailing address indicated in the invitation for Bids. BSNL shall respond in writing to any request for clarification of the Bid Documents, which it received not later than 21 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by BSNL will form part of the bid document.

8. AMENDMENT OF BID DOCUMENTS:

8.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

8.2 The amendments shall be notified in writing through E-tender portal to all prospective bidders on the address intimated at the time of purchase of the bid document from the Purchaser and these amendments will be binding on them.

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

D. PREPARATION OF BIDS:

9 COST OF BIDDING:

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

9.2 DOCUMENTS TO BE SUBMITTED ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

9.2.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

1. Bid Security in accordance to NIT Section I.
2. Cost of bid documents as per NIT Section I.
3. The bidder should have successfully completed a minimum 30 Km of OFC cable laying works by open trenching in BSNL/MTNL/other PSUs /Govt. Department/ Private telecom service providers during the last 5 years ending 31.03.2016.

As documentary evidence for having executed a work of same or more volume satisfactorily, the copy of experience certificate issued by the competent authority not below the rank of AGM/DE or equivalent in BSNL/MTNL and duly attested by an officer not below the rank of SDE/AE/ Gazetted Officer shall be submitted along with bid and in case of certificate issued by any other government department/PSUs/Private service telecom providers, the same should be duly attested by Gazetted officer.

4. The bidder should have a combined financial turnover of 20 lakhs during the last 3 financial years of
 - i) 2015-16
 - ii) 2016-17
 - iii) 2017-18

The same should be supported by Profit & Loss account statement duly certified by the Auditors/CA.

5. Solvency Certificate in original from the banker of the tenderer for Rs 5 lakhs. The solvency certificate shall not be older than the date of issue of NIT.

6. Registration of Firm:

- i. Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm, on a non-judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
- ii. Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.
- iii. Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.

7. Indemnity Bond Declaration as per format given in Section VII (D).

(It should be on Non judicial stamp paper of Rs.100/-duly attested by a Notary Public or registered before Sub-Registrar of the State(s) concerned)

8. Self attested copy of Employee's Provident Fund Registration certificate.

9. Self Attested copy of ESI registration certificate. In case any exemption from ESI Act, certificate in that effect to be enclosed.

10. Self attested copy of GST Registration Certificate and GSTIN No.

11. Tender document(s), in original, duly filled in by tenderer or his authorised representative. The bidder shall upload a certificate in his letter head stating that he has read, understood and complied the contents of the document.

12. Bid Form, duly filled in, and signed as per section IX Part-A.

13. Tenderer's profile, duly filled in, and signed as per section VIII of the tender document.

14. 'Power of Attorney' as per format in section VII (H) in ORIGINAL, in case a person other than the tenderer has signed the tender documents. The Power of Attorney should be submitted as follows:

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

b. The Power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company /Institution/Body corporate.
The latest minutes of the Board of directors authorizing the signatory to sign the document on behalf of the company should be furnished.

c. In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partners(s) in favor of the said Attorney.

d. Attestation of the specimen signatures of such authorized signatory of the bid by the company's/firm's bankers shall be furnished. Name, designation, phone No. Mobile No, e-mail address and postal address of the authorized signatory shall be provided.

15. Self attested copy of PAN card.

16. Self attested copies of income tax returns for the last 3 assessment years, i.e

i) 2015-16

ii) 2016-17

iii) 2017-18

17. Declaration in case of web downloaded document as per format given in Section VII (K).

18. Certificate in the format given in Section VII (G) regarding non-participation of near relatives of BSNL employees as per Para 3 of Section IV Part A.

Note:- The authenticity of all the above documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be canceled/terminated at bidder's Risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.

9.2.2 All documents mentioned in 9.2.1 above are to be uploaded online.

9.2.3 Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (Plg I Floor O/o GMTD NAGALAND TELECOM DISTRICT , BSNL Super Market Complex Dimapur-797112 before 1300 Hrs of the day of e-bid opening, in a Separate cover. This cover should be superscribed as "BID SECURITY AND ELIGIBLE DOCUMENTS FOR TENDER No..... issued on And the words 'DO NOT OPEN BEFORE' (due date & time).

1. The bank guarantee for Bid Security in Original shall be as per the format given in Section VII (A) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with telephone number and FAX number.
2. DD of **Rs. 2,360/-** drawn in favour of "**Accounts Officer - Cash, BSNL, NAGALAND TELECOM DISTRICT**", payable at Dimapur against payment of tender document fee.
3. Solvency Certificate in original from the banker of the tenderer for Rs.5 lakhs. The solvency certificate shall not be older than the date of issue of NIT.
4. Power of attorney in accordance with Section-VII (H)
5. A proof regarding current registration with NSIC for the tendered item will have to be submitted in case of Small Scale Industries for exemption from submission of bank guarantee against Bid security as prescribed in clauses 11.1 & 11.3 of Section IV Part A of the bid document.

Note: The Bidder has to upload the Scanned copy of all above said original documents during e-format Bid Submission.

10 Rejection of the Bid: While all the conditions specified in the Bid documents are critical and are to be complied, **special attention of bidder is invited to the following clauses of the bid** documents. non-compliance of any one of which shall result in outright rejection of the bid.

- (i) The bids will be recorded unopened if the bids are not complied as per clause 15 of section IV Part A.
- (ii) Clause 4 of Section I Part A and clause 9.2 of Section IV Part A: If the eligibility condition as per clause 4 Section I Part A is not met and /or documents prescribed to establish the eligibility as per clause 9.2 of section IV Part A are not enclosed, the bids will be rejected without further evaluation.
- (iii) The bids will be rejected at opening stage if Bid security is not submitted as per Clause 11.1 of Section IV Part A and bid validity is less than the period prescribed in clause 13 of Section IV Part A.
- (iv) Section IX Part B- Price Schedule: Prices are not filled in as prescribed in price schedule.

11. BID SECURITY:

11.1 The bidder shall furnish, as part of his bid, a bid security (EMD) as in the NIT of Section I Part A of the

Tender Document. No interest shall be paid by BSNL on the bid security for any period, what so ever.

- 11.2** The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 11.7.
- 11.3** Bid Security shall be paid in the form of Crossed Demand Draft drawn in favour of "**Accounts Officer - Cash, BSNL, NAGALAND TELECOM DISTRICT**" payable at Dimapur or in the form of Bank Guarantee issued from any Scheduled Bank with a period of validity for **180 days** from the date of opening the Qualifying bid.
- 11.4** A bid not secured in accordance with para 11.1 and 11.3 shall be rejected by BSNL as non responsive.
- 11.5** The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by BSNL.
- 11.6** The successful bidder's bid security will compulsorily be converted to part performance security deposit. Hence if the Bid security is submitted in the form of Bank Guarantee, the successful bidders have to replace the Bank Guarantee with a new Bank Guarantee for the same amount with a validity of 2 years from the date of signing the agreement.
- 11.7** The bid security shall be forfeited:
- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - If the bidder does not accept the LOI/ AWO and /or does not submit Performance Security Guarantee (PBG) /Material Security and sign the contract/ agreement in accordance with clause 29.
- Note:-** The bidder shall mean individual company/firm or the front bidder and its technology/ consortium partner, as applicable.

12 BID PRICES:

- 12.1** Prices shall be quoted by the bidder as percentage *below/above/at par* in section IX Part B (financial bid proforma) with respect to the Schedule of Rates vide section X which is exclusive of service Tax. However the successful bidder can claim the service tax as applicable as extra on production of necessary bills. Prices quoted at any other place shall not be considered.
- Note:** If the bidder desires to quote below or above the schedule of rates, percentage quote is to be mentioned in figures as well as in words in the appropriate columns. In case if the quote is 'At Par' with respect to the schedule of rates, the same should be mentioned in words "At Par" at the respective column
- 12.2** In case work allotted to a contractor is not done in stipulated period, any increase in service tax, the additional expenses shall be borne by the contractor.
- 12.3** The contractor shall be responsible for transporting the materials, to be supplied by BSNL (At District Telecom Store) 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. The offer shall be firm in Indian Rupees.
- 12.4** A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13 PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for **150 days** from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE.

- 13.1** The bid once accepted will be valid for **150 days** from the date of acceptance of the bid.
- 13.2** In exceptional circumstances, the BSNL may request the consent of the bidder for an extension to the period of bid validity for further 120 days. The request and the response there to shall be made in writing. The bid security provided under the clause 11.1 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14 SIGNING OF BID:

- 14.1** The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- (Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)**
- 14.2** The BSNL may ask the bidders(s) to supply besides original bid, additional copy of bids as required by him.
- 14.3** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the

original bid, except for un-amended printed literatures, shall be signed digitally by the person or persons signing the bid.

E. SUBMISSION OF BIDS :

15. SEALING AND MARKING OF BIDS:

15.1 The bid shall be 'Single Stage Bidding & Two envelope system'. The bid should be submitted online using Two Envelope methodology. The first envelope will be named as Techno- commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 4 of Section I Part A & Section III Part B with Bid security as per Clause 11 Section IV part A.

The second envelope will be named as Financial bid containing price schedules as per **Section IX Part B.**

Bid sealing is done electronically by encrypting each bid part with a symmetric pass phrase by the bidders himself. Please refer Section IV Part B for further instructions.

15.2 Venue of Tender Opening: O/o AGM (Plg.), I Floor O/o GMTD NAGALAND TELECOM DISTRICT , Dimapur

16. SUBMISSION OF BIDS:

16.1 Bids must be submitted online by the bidders as per instructions in Section IV Part B not later than the specified date & time indicated in the covering letter.

16.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him as per requirement of the Bid Documents.

17. LATE BIDS:

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify, revise or withdraw his bid after submission prior to the deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

F. BID OPENING AND EVALUATION:

19. OPENING OF BIDS BY PURCHASER:

19.1 The purchaser shall open Bids **online**, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder's representatives, who are present; shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A Format is given in Section VII (C)).

19.2 Maximum two representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The bids will be opened in two stages i.e. techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno-commercial bids.

Thereafter the TEC will evaluate Techno-commercial bids & report of TEC will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno-commercially eligible bidders/ authorized representatives by sending them a suitable notice.

19.4 The bidder's names, Item name, EMD amount & validity and acceptability, Information in respect of eligible bidders, Details of bid modification/ withdrawal (if any), and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of techno-commercial bid opening.

- 19.5** The bidder's names, Name of the Items, Quantities/prices quoted in the bid, discount, if offered, Taxes & levies and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of financial bid opening.
- 19.6** The date fixed for opening of bids, if subsequently declared as holiday by the BSNL the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 20** **CLARIFICATION OF BIDS BY BSNL:**
To assist in examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 21. PRELIMINARY EVALUATION:**
- 21.1** BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2** Arithmetical errors shall be rectified in the following basis. If there is discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
- 21.3** Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4** A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5** BSNL may waive any minor infirmity of non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.
- 22** **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS;**
- 22.1** BSNL shall evaluate in detail and compare the bids, previously determined to be substantially responsive.
- 22.2** The evaluation and comparison of responsive bids shall be on the percentage deviation (above/below/at par) offered and indicated in schedule of rates of the bid documents.
- 22.3** The comparison shall be made on total amount quoted for the entire quantity of works mentioned as a package.
- 23** **CONTACTING BSNL:**
- 23.1** No bidder shall try to influence BSNL on any matter relating to its bid, from the time of bid opening till the time contract is awarded.
- 23.2** Any effort by the bidder to modify his bid or influence BSNL in BSNL's bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.
- 24. AWARD/PERIOD OF CONTRACT:**
- 24.1** BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 24.2** The work against the tender is for One Year requirement and the terms and conditions of this tender shall be operative for a period of One Year months from the date of signing of agreement between the department and the contractor.
- 25** **Selection Criteria**
- 25.1** Maximum 4 (Four) contractors are required for this tender works. However BSNL has got the discretion

to allot additional contractors depending on the actual work requirement. Contractor will be selected from the technically qualified list based on their Financial Bid ranking. The successful contractors have to carry out the works in NAGALAND TELECOM DISTRICT including rural SDCAs.

25.2 L-1, L-2are financial rating of bidders in ascending order. L-1 is the lowest bidder.

25.3 Distribution of quantity of work

As per the requirement of this tender , the rate of L1 bidder will be counter offered to the L2,L3.....bidders& if they accepted ,the distribution of the quantity of work shall be as given in Table below otherwise entire work will be given to L1 bidder.

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

25.4 To reallocate the work keeping in principle subject to logistics and administrative convenience the percentage of work to be allotted to L-1 bidder and other bidders also varies as per above Table, depending on the no. of contractors awarded. Performance of the Contractor will be monitored during the execution of the works and accordingly further works will be awarded.

25.5 In case of rate quoted by multiple bidders is same, BSNL reserves the right to reject the tender and re float the tender without assigning any reason.

25.6 General Manager, BSNL, Nagaland Telecom District reserves the right to accept or reject any tender or all tenders and the right to re float the tender without assigning any reasons. BSNL also does not bind itself to accept the lowest offer. BSNL also reserves the right to distribute the work and ward the contract to any number of contractors, as and when required.

26 BSNL'S RIGHT TO VARY QUANTUM OF WORK:

(a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms & conditions at the time of award of contract.

(b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies/services from the existing vendors , the BSNL reserves the right to place the repeat order up to 50% of the quantities of goods and services contained in the running tender / contract within a period of twelve months from the earliest date of acceptance of APO/ LOI at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reason ability of rates based on prevailing marketing conditions and the impact of reduction in duties and taxes etc.

27 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL THE BIDS:

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 BSNL's action.

28 ISSUE OF LETTER OF INTENT:

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

28.2 The bidder shall give his acceptance within **14 days** from the date of issue of Letter of Intent.

29 SIGNING OF AGREEMENT:

29.1 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 submission of material security.

29.2 As soon as the tender is approved by the competent authority, the Bid Security 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.

30 ANNULMENT OF AWARD:

Failure of the successful bidder to comply to sign the agreement as per clause 29 constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event, BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

31 THE GENERAL MANAGER RESERVES THE RIGHT:

-To place the contract with one or more contractors as he may think fit. To allot any work partially or fully as he chooses. To complete the work through any other contractor/ company referred to in the contract to meet any emergency if he is satisfied that the contractor is not in a position to complete the work within the period required.

-To split up the work and award it to a number of contractors by dividing it in any fashion that is considered necessary.

-NOT TO OFFER THE ITEMS OF WORKS/SUPPLIES TO CONTRACTORS OR WITHDRAW CERTAIN ITEMS DURING THE CURRENCY OF THE TENDER.

-To allow two or more works, simultaneously, to any one contractor.

The General Manager may terminate this agreement at his option at any time giving *14 days* (fourteen days) notice and that too without assigning any reason. In case of bad work, General Manager may remove the same and have it replaced deducting the value of the work rejected or the cost of replacing the same, as he may think proper from any amount due to the Contractor making this tender.

In the event of any damages sustained by the company due to the unsatisfactory execution or delays in carrying out the work by the selected contractor, the General Manager besides forfeiting the security deposit as referred, is entitled to recover the cost of damages. The General Manager's decision shall be final. The General Manager reserves to himself the right to forfeit the entire security deposit or such portion thereof he may think, for improper reinstatement of consolidation of the road cost made by the contractor.

The Contractor's heirs shall, with the consent in writing of the General Manager have the right to continue to perform the duties or engagements of the contract in case of death. In the event of the contractor with such consent as aforesaid, transferring his business and in the event of the contractor being a company and being wound up at any time during the period of this contract for the purpose and with the object of transferring its business to any person, persons or a company shall continue to perform the duties or engagements of the contractor under this contract and be subject to the liabilities there under.

Section IV PART B

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders', as given in Section-IV Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o General Manager, BSNL, Nagaland Telecom District, has decided to use the (<http://www.eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry Of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

E-tendering instructions to Bidders

Submission of Tender through online process is mandatory for this e-Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, BSNL Assam Circle has decided to use the portal <https://www.tenderwizard.com/BSNL/BSNL> through M/s ITI, a Government of India Undertaking. It supports all activities of tendering based on proactive work flow concept. Fine details of tendering like vendors registration, tender announcement and corrigendum, tender form processing, opening, negotiation and tender awarding are supported in a real time interactive environment.

A. Tender Bidding Methodology:

Electronically Sealed Bid System –“Single Stage - Two Envelopes Electronic system”

In case of two electronically sealed envelopes system Financial & Techno-commercial tender shall be submitted by the bidder at the same time.

B. Broad outline of activities from Bidders prospective:

- I. Procure a Digital Signing Certificate (DSC)
- II. Register on Tender Wizard site of M/s ITI® (E-TENDER)
- III. Create Users and assign roles on E-TENDER
- IV. View Notice Inviting Tender (NIT) on E-TENDER
- V. Download Official Copy of Tender Documents from E-TENDER
- VI. Clarification to Tender Documents on E-TENDER
- VII. Query to BSNL (Optional)
- VIII. View response to queries posted by BSNL, as addenda.
- IX. Bid-Submission on E-TENDER
- X. Attend Public Online Tender Opening Event (TOE) on E-TENDER Opening of Techno commercial Part
- XI. View/Post-TOE Clarification posted by BSNL on E-TENDER (Optional) Respond to BSNL's Post-TOE queries
- XII. Attend Public Online Tender Opening Event (TOE) on E-TENDER Opening of Financial-Part (Only for Technical Responsive Bidders) For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E-TENDER

C. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of **Class III or above**, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

D. Registration

To use the Electronic portal ([https:// www.tenderwizard.com/BSNL](https://www.tenderwizard.com/BSNL)), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In E-TENDER terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal([https:// www.tenderwizard.com/BSNL](https://www.tenderwizard.com/BSNL)), and click on the “Supplier Organization” link under “Registration” (on the Home Page), and follow further instructions as given on the site.

E. Public Online Tender Opening Event (TOE)

E-TENDER offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on M/s ITI E-tender Site.
2. Register your organization on M/s ITI E-tender Site well in advance of your first tender submission deadline on M/s ITI E-tender Site
3. Get your organization’s concerned executives trained on M/s ITI E-tender Site well in advance of your first tender submission deadline on M/s ITI E-tender Site
4. Submit your tender well in advance of tender submission deadline on M/s ITI E-tender Site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of M/s ITI E-tender Site, the fourth instruction is relevant at all times.

5. Vendors Training Program

Vendors are requested to contact ITI Officers for any information regarding E-tendering / training.

M/s ITI Help Desk Number for E-Tendering Solution : -

RAKESH KUMAR	9706501633	twhelpdesk830@gmail.com
ABHIJIT SINHA	9864779970	twhelpdesk696@gmail.com

BSNL Contact :

1. BSNL's Contact Person: Sanendiba AGM (Plg.)
Telephone 03862- 228466/ Mobile: / 9436437756
E-mail ID:agmplgdmp@gmail.com

6. Bid related Information for this Tender (Sealed Bid)

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

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents/Addendum/Addenda
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

7. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (Plg.), I Floor O/o GMTD NAGALAND TELECOM DISTRICT , BSNL Super Market Complex Dimapur-797112, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as **“e-TENDER for Provisioning and maintenance of OFC network through overhead alignment by Erecting Posts Material in NAGALAND TELECOM DISTRICT .“Tender No.AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/18-19 and the words ‘DO NOT OPEN BEFORE’ (Due date &Time).**

1. EMD-Bid Security in Original in accordance with Clause 5.1 of Section-I Part A.
2. DD/ Bankers cheque of **Rs.2360/-** drawn in favour of **“Accounts Officer - Cash BSNL, NAGALAND TELECOM DISTRICT Dimapur ”**, payable at Dimapur against payment of tender document fee in accordance with Clause 2.1 of Section-I Part A.
3. Solvency Certificate in original from the banker of the tenderer for Rs.5 lakhs. The solvency certificate shall not be older than the date of issue of NIT.
4. Power of attorney in accordance with clause 9.2.1 sub clause 15 of Section IV Part A (as per Proforma at Section-VII (H).
5. A proof regarding current registration with NSIC for the tendered item will have to be submitted in case of Small Scale Industries for exemption from submission of bank guarantee against Bid security as prescribed in clauses 11.1 & 11.3 of Section IV Part A of the bid document.

Note: The Bidder has to upload the Scanned copy of all above said original documents during e-format online Bid Submission.

8. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself.

Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g.

I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

9. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS (CPPP) has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

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

10. E-Reverse Auction:

Note: This Clause is not applicable to this tender.

11. Other Instructions:-

For further instructions, the vendor should visit the home-page of the E-Portal (www.eprocure.gov.in), click on eprocure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

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

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

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

12. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

- 13. Vendors Training Program:**
Note: This Clause is not applicable to this tender.

14. PRICE SCHEDULE / BOQ:

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

1. Download price schedule/BOQ Section-IX Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.
3. BOQ Section -IX Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

SECTION V

Part A

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

- 1 **APPLICATION:** The General conditions shall apply in contracts made by BSNL for the execution of work of Trenching, , laying Cables, Splicing and Reinstatement etc.,
- 2 **STANDARDS:** The works to be executed under the Contract shall conform to the standards prescribed in the Optical Fibre Cable construction specifications.
- 3 Prices charged by the contractor for services provided under the contract shall not be higher than the prices quoted by the contractor in his bid. Price once fixed will remain same for the entire period of contract..
- 4 **SUBCONTRACTS:** The contractor shall not assign, sub contract the whole or any part of the works covered by the contract, under any circumstances.
- 5 **Security:**
 - 5.1 **Performance Security:**
 - 5.5.1 The contractor shall permit 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 the bill.
 - 5.5.2 The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
 - 5.5.3 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. The Security Deposit will not bear any interest. The Security Deposit shall not be returned to the Contractor(s) until a period of 12 months shall have elapsed after payment of the final bill for final work order, but a portion thereof may be refunded at the discretion of the General Manager, if the performance of the contractor has been found satisfactory and the portion retained will be sufficient to cover any damage.
 - 5.5.4 No interest will be paid to the contractor on the security deposit.
- 6 **Issue of Work Orders & Time limit:**
 - 6.1 The cable fault will be intimated over phone by SDE/JTO. Within 1 hours, the restoration work should be taken up failing which penalty will be imposed as per clause 18.1
 - 6.2 The work order will be issued indicating the dates of commencement & completion of work as per the above time schedule.
 - 6.3 The Work order shall be issued by the AGM in-charge OFC Maintenance after examining the technical and planning details of the works to be executed.
 - 6.4 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 / Area manager/DGM.
 - 6.5 The AGM(Plg) shall mention the time limit to execute the work order after seeing the quantum of work and store available position.
 - 6.6 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 the work order issuing authority or the Area Manager/DGM, if the contractor is not executing the work at the required pace.
 - 6.7 The work order shall be issued so as to include all items of works for the section allotted to the contractor as put in the NIT.
- 7 **WORK EXECUTION:** The work orders are issued by the respective AGM indicating the name of the work, route length, and period allowed for completion of work, with indent for collection of stores/cables. The time allowed for completion is for complete activities like road cutting, trenching, cable /pipe laying refilling (with sand wherever required), permanent reinstatement and splicing and termination of OF cable. The contractor shall keep sufficient labour force and required materials to carry out the work strictly within the stipulated period. The stipulated period is fixed as per the permission of Nagaland State Government.. However subject to the actual field constraint/ situation if any, the extension of the time will be allowed and there would be no scope for getting extension of time for delayed execution. Delayed execution will not only attract imposing of penalty but also tell upon the performance of the contract, which may lead to termination of contract, without any further notice.

8 WARRANTY

- 8.1** 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. without external damage within the stipulated period of guarantee the contractor shall repair the joints at his own cost within 24 hours of informing him, failing which the department may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing works plus the cost of material. The cost of jointing kit, supplied by the department, 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.
- 8.2** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

9 Bill payment through Electronic Clearance Scheme

The payment of bill will be allowed only for full completion of work as per the work order. For More than 2000 mts of work there will be multiple work orders(*wherever applicable*).

All the payments shall be made through ECS (**Electronic Clearance Scheme**) only. The contractors should submit the mandate form for this purpose along with the agreement while entering into the contract.

The contractor shall prepare the bill in triplicate after completion of the entire work entrusted against the work order and submit to S.D.E- in- charge of work within 30 (Thirty) days The bill shall be prepared for all the measurements of all items involved in execution and complete work order.

The Contractor shall prepare the final bill containing the following details:

- (i) The bill for all the quantities as per Measurements at the Approved Rate.
 - (ii) Adjustment of amount received against all the work orders for that specific rate.
 - (iii) Adjustment of Performance Security Deposit and Statutory Taxes already recovered.
 - (iv) Store reconciliation statement furnishing account of stores received against the Work Order.
 - (v) Diagram indicating segment /section in connection with the execution of works in the routes/section.
- 9.1** The following recoveries shall be affected from every bill
1. Performance Security Deposit at 7.5% of the value of work done
 2. Income Tax.
 3. Works contract Tax
 4. Any other charges towards loss, theft and liquidity damages.
 5. 1% of bill amount towards Cess to the state government.

The S.D.E in –charge of work shall scrutinize the work order bill against the works entrusted and accord necessary certificate stating that the work has been executed satisfactory in accordance with specification and terms and conditions of contract. The S.D.E 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 S.D.E in-charge of work shall submit the final bills along with other documents mentioned above, with the documents as mentioned hereunder to the AGM, in-charge of work.

- Bill prepared by the contractor.
- Material reconciliation statement.
- Measurement book.
- Details of recoveries/penalties for delays, damages to BSNL / Third party properties as per provisions of the contract. In case no recovery is to be made, **NIL** report needs to be submitted.
- The contractor may use Form ACE-18 to prepare his bills. But the bills prepared by him in his own forms etc., may be accepted provided they comply with the following conditions:
 - i. The bills are submitted in quadruplicate, all being signed on revenue stamp by the contractor.
 - ii. The copies may be marked as original, duplicate etc.
 - iii. Details of quantity and nature of each item of work done as well as the approved rates are given.
 - iv. Copy of work order cum completion certificate.
 - v. A certificate with bill signed by concerned SDEs, counter signed by concerned AGMs that after ramming

extra material has been transported and dumped at authorized dumping ground.

- vi. All the invoices and receipts for the payment of completed work when executed by a firm must be signed by all partners except where the contractors are described in their tender as a firm in which case the receipt or invoices may be signed by one of the authorized partner in the name of the firm.
- vii. All the partners or Managing Partner can nominate a representative to sign the receipt or invoices.

The AGM shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The AGM shall retain the third copy of the bill along with photocopies of other documents in his estimate file and send first and second copies of the bill, measurement book and other documents

submitted by S.D.E along with the bills as above to the concerned section for processing the final payment.

The office cell dealing with bills 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 office cell shall also scrutinize the bill to 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.

9.2 **PROCEDURE FOR PAYMENT FOR SUB STANDARD WORKS**

The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of works 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 contracted for or otherwise, not in accordance with the contract (referred to as sub-standard work, here in after), the AGM In-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

10. TAX INDEMNITY CLAUSE

BSNL has the right to recover input tax credit loss suffered by it due to any misdeclaration on invoice by the contractor

Penalty clause

11 Penalty for cutting/damaging the old cable of BSNL

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 U/G /OF cable cut/damaged	Amount of penalty per cut/damage
I	Up to 100 pairs cable	Rs.500.00 (Five Hundred)
ii	Above 100 pairs & up to 400 pairs	Rs.1,000.00 (One thousand)
iii	Above 400 pairs	Rs.2,000.00 (Two thousand)
iv	OF Cable	Rs.50,000.00 (Fifty Thousand) as per the recent guidelines from BSNL HQ

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.

12 Penalty for damaging any other utilities.

In case of any damage caused to any property of a third party /injury/loss occurs to any person because of any lack of proper precaution on the part of the contractor, the contractor will be held responsible and has to compensate for such damage/injuries/losses which will be deducted from his bills payable or from the security deposit or from what ever amount due to him. He will be required to make good security deposit or any such deposit by payment of additional amount before new work are taken up .If BSNL has to incur any expenditure to repair such damages or to compensate for such injuries/lapses,

the amount plus five percent as processing charge will be recovered from the dues of the Contractor or from the security deposit or both .In every case by virtue of the provisions and Workman's Compensation Act the BSNL is obliged to pay compensation to a work man employed by the contractor in charge of the execution of the work, the BSNL will be entitled to recover from contractor the amount of compensation so paid plus five percent processing charge. Insurance coverage for the materials supplied to the contractor must be borne by the contractor for covering the loss if any due to fire, hazardous lifting, explosions, impact by rail / road, Vehicle, animal, riot, strike malicious

and terrorist damages. The contractor has to appraise himself of the laws/rules/regulations of the Nagaland State Government and abide by such laws/rules/regulations concerning his work. Any lapses on this account may lead to penalize and prosecution for which the contractor will be solely responsible.

13 Penalty for damaging stores/materials supplied by BSNL while laying

13.1 The contractor while taking delivery of materials supplied by the department 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 damaged material plus 10%(Ten Percent) as penalty shall be recovered from the contractor's payments/securities.

13.2 In case of damage to PIJF cables, the penalty shall be imposed as per clause No.22 as applicable.

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

13.4 If the contractor fails to provide adequate provision on site for barricading, G I sheet, caution sign board, red light etc., then a penalty @ of 20% of the excavation charges (trenching)pertaining to the work order shall be recovered from the bills. All sum payable by way of compensation/ penalties under any of the provision of the contract are agreed to be considered as reasonable compensation without reference to proof of actual loss or damage sustained and whether or not any damage have been sustained. However this would be without prejudice to the right of BSNL,NAGALAND TELECOM DISTRICT to raise any further claims as a result of loss or damage sustained by getting the work done at the cost and risk of the contractor.

14 Penalty for delayed Submission of Bills

14.1 "The bills complete in all respects submitted by the contractor beyond the prescribed period mentioned in the previous clauses are liable for penalty at the rate of 0.25% of the amount of the bill for every one week of delay subject to maximum of 5 % of the amount of the concerned bill"

14.2 "The bills (Running/Final) complete in all respects submitted by the contractor after six months of completion of A/T, will be treated as invalid and no payment will be made on them. However, in exceptional cases, payment will be authorised with applicable penalties mentioned in the bid documents by GM, NAGALAND TELECOM DISTRICT only, after detailed investigation & on appeal by the contractor."

15 RESCISSION/ TERMINATION OF CONTRACT

15.1 **Circumstances for rescission of contract** Under the following conditions the competent authority may rescind the contract:

- a. If the contractor commits breach of any item of terms and conditions of the contract
- b. If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c. 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.

15.2 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 BSNL as under;

15.3 Measurement of works executed since the date of measurement and up to 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 authorised representative does not turn up for joint measurement, the measurement shall be taken by the officer authorised for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorised shall be final and no further request for joint measurement shall be entertained.

15.4 The unused material (supplied by BSNL) 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*

15.5 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 (L1, L2, L3...) at their quoted rates. If the work was awarded on single tender basis then BSNL shall get the un executed work completed through any other contractor approved in NAGALAND TELECOM DISTRICT at the approved rates of that particular section or to execute the work departmentally as is convenient or expedient to BSNL at the risk and cost of the contractor. In such an event no compensation shall be payable by BSNL to the contractor towards any inconvenience/ loss that he may be subjected to as a result or such an action by BSNL. In this regard, the decision of GM 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 BSNL under the contract or any other account whatsoever any where in the department or from a security deposit.

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

16 TERMINATION FOR INSOLVENCY

- 16.1** 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 BSNL.
- 16.2** **Optional Termination by BSNL (Other than due default of the Contractor)**
- 16.3** BSNL, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation 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.
- 16.4** In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipments and hand over possession of the work/operations concerned to BSNL or as BSNL may direct.
- 16.5** BSNL, 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.

17. Issuance of Notice:

- 17.1** **The AGM 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 AGM in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.
- 17.2** **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:
- 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 the department.
 - The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the AGM in-charge of work to be removed with proper records.
 - No new construction beneficial to the contractor shall be allowed.
 - 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.

18. TERMINATION OF CONTRACT

- In the event of any breach by the contractor of any of the terms and conditions thereof or if the compensation/ penalties imposed against one or more work orders exceeds the Security Deposit or if the work relating to one work order remains incomplete or if the contractor fails to start the work within 33 days from the date of issue of the work order or if in the opinion of the D.G.M.(Plg.) which will be final the work is not being performed satisfactorily, the concerned AGM, thereof shall have the power to adopt any of the following courses as suited to the BSNL.
- To terminate the contract at any time, giving **14 days notice** and in that case the performance Security Deposit of the contractor shall stand forfeited to the BSNL.
- To measure up the work of the contractor and to take such part thereof remaining un executed at the hands of the contractor and award of the work to another contractor to complete, and in case of defects discovered subsequently, to have the defects repaired and removed by another contractor, in both cases, expenses which may be incurred in excess of what would have been paid to the contractor, if the whole

work had been properly executed by him (the amount of such excess, certified in writing by the AGM concerned shall be final and conclusive) shall be borne and paid by the contractor or may be deducted from any money due to him from the company, under this contract or any other contract or from the Security Deposits at his credit..

4) If the contractor fails to execute any item of work within the time schedule, or refuses to carry out any work or refuses to follow the work priority for executing any specified work, BSNL reserves the right to get the work done by other agencies even with higher rates and the differences of the cost will be recovered from the contractors pending bills or Security Deposit as the case may be.

5) In the event of any of the above course being adopted, the contractor shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on account of or with a view to the execution of the work of the performance thereof.

19 Indemnities:

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

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

20 FORCE MAJEURE

20.1 If at any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this Contract be prevented or delayed by reason of any War or Hostility, Acts of Public Enmity, Fires, Civil Commotion, Sabotage, Effects of Floods, Explosions, Epidemics, Quarantine Restrictions, General Strikes and Bundhs, Acts of God (Hereinafter referred to as Events) provided notice of happenings, of any such eventuality is given by either party to the other, within 21 days from the date of occurrence there of, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall either party have any 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 BSNL 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 60days either party may, at his option terminate the contract.

20.2 Provided also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by BSNL, 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 there of as BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of BSNL elect to retain.

21 ARBITRATION:

21.1 In the event of any question, dispute or differences arising under the 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 the sole arbitration of the General Manager, Nagaland Telecom District or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the General Manager, Nagaland Telecom District, or by whatever designation such officers may be called (hereafter referred to as the said officer) and if the Manager, Nagaland Telecom District, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the General Manager, Nagaland Telecom District or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation 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 General Manager Nagaland Telecom District 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.

- 21.2** The Arbitrator may from time to time with the consent of the 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 and any modification thereof for the time being in force shall deem to apply to the arbitration proceedings under this clause.
- 21.3** The venue of the arbitration proceedings shall be the office of the General Manager, Nagaland Telecom District or such other place as the arbitrator may decide. The following procedure shall be followed.
- a) In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
 - b) There should not be a joint submission with the contractor to the Sole Arbitrator.
 - c) Each party should submit its own claim separately and may oppose the claim put forward by the other party.
 - d) The onus of establishing his claims will be left to the contractor.
 - e) Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
 - f) The "points of defense" will be based on actual conditions of the contract.
 - g) Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
 - h) The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense"
 - i) 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.

21.4 Legal Jurisdiction and laws Applicable:

The contract shall be governed by Indian Laws and Courts in Nagaland will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).

22. Set Off

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

Section V

Part B

SPECIAL CONDITIONS OF CONTRACT

Wherever there is a conflict, the provisions herein shall prevail over those in section IV.

- 1 GENERAL:**
- 1.2** BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.3** BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- 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 works to be executed under the contract shall be executed under the direction and subject to the approval in all respects by the AGM 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** If the contractor desires 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 AGM within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of GM shall be final.
- 1.9** 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.
- 1.10** 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 any 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 there after 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
- 1.11** 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 BSNL. 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 had not obtained the permission of BSNL as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.12** In the event of the contractor being, adjudged 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 failing to comply with any of the conditions herein specified, the GM shall have the power to terminate the contract without any notice.
- 1.13** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GM on behalf of the CMD BSNL can terminate the contract without compensation to the contractor. However the GM 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 GM shall be final.
- 1.14** 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 transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under.
- 1.15** **Interpretation of the contract document:**
The representative of the GM, NAGALAND TELECOM DISTRICT 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 GM 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

1.16 Notification

1.16.1 The contractor shall give in writing to the proper person or authority with a copy to the AGM 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 through out 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.

1.17 Shut down on account of weather conditions

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

2 Stores Supplied by BSNL:

2.1 At no point of time the contractor shall be issued stores of value more than the contractors material security. 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 the 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 the site of the work except for use in the work and shall be at all times open to inspection by the representative of the GM . 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 BSNL at a place informed to him by BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

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 quality and quantity 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 "BSNL'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.

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

2.7 Insurance coverage

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, material etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the 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 and / 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 days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

2.8 Employee's Provident Fund and Miscellaneous Act 1952.

Employee means any person who is employed for wages in any kind of work, manual or otherwise, in or in connection with the work of an establishment and who gets his wages directly or indirectly from the employer and includes any person employed by or through a contractor in or in connection with the work of the establishment.

As per the recent guidelines from BSNL Headquarters, BSNL contractors have to pay EPF by cheque and produce proof to BSNL.

Under para 36B of the EPF Scheme, 1952:

The Contractor shall within seven days of the close of every month submit to the Principal Employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish

to him such information as the Principal Employer is required to furnish under the provisions of the scheme to the Commissioner.

3 Easements, Permits, Licenses and other facilities

3.1 The contractor shall obtain /provide at his own cost all easements, permits and license necessary to do its work including the following

“Right of User” easements and permits, Railway and Highway crossing permits including bridge., Canal/stream crossing permits.

3.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all necessary equipments, 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 work “Right of User” unless it has made other arrangements with the particular property owners and /or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangements as also breach and claim and shall be entitled with a copy to the AGM.

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, cliffs, 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 OF 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 the contractor is not in position to obtain the permission due to restrictions, ban etc imposed by local authorities,, then the extension of time limit shall be provided as per EOT clause given in tender document

3.7 Contractor has to get road cutting permissions from local authorities viz DMC,KMC , Nagaland State Government etc. BSNL NAGALAND TELECOM DISTRICT will apply for Road permission to the concerned authorities and do the payments that

are estimated by the above authorities after getting in writing. The contractor has to liaison with the local authorities for getting these permissions. Contractor has to survey the route for buried utilities, liaison with other agencies for locating their utilities and should get their clearance before starting the execution of the work.

3.8 The contractor has to liaison with the local authority in getting the permissions for which BSNL will apply seeking right of way permission and the estimated payment for the same will be paid by BSNL after getting in writing.

3.9 Reinstatement Charges will be paid after getting certificate from the appropriate local authority

3.10 General procedure for obtaining the permission:

1. The contractor on receiving the work order with route details should carry out the survey of the routes for any buried under ground utilities by taking the built diagram of other utility agencies and draw out a firm plan indicating

- a) The exact alignment of the route
- b) The location of each entry / exit pit

2. Prepare an application to the local authorities in the prescribed format and submit to the work order issuing authority for verification, approval and signature.

3. Completed applications to be submitted to the local concerned local authorities for permissions. Further liaison with the local authority and clarify if any points in consultation with the work order issuing authority / Site engineer.

4. The demand note as raised by the local authority to be submitted by the contractor to work order issuing authority for making payment. The payment will be normally made within 7 days by cheque.

5. BSNL also will pursue with local authorities in case of policy issue regarding permission.

6. In the event of delay in obtaining permissions due to any reason attributable to local authorities. The same to be intimated in writing to work order issuing authority.

Local authorities may impose a stipulation that the contractors firm be registered as contractor with them. Such stipulation are required to be completed within a reasonable time

4. Quality of work

BSNL shall be the final judge of the quality of the work and satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce 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 GM, NAGALAND TELECOM DISTRICT has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

5 Taxes and duties

5.1 Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and /or incidental to the contract 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

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.

6.1 If the excavation of the 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 BSNL 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.

6.2 Attention of the contractor is drawn to the rules regarding laying of cable 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 AGM of the area.

6.3 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.

6.4 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 undertake 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.

6.5 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.

6.6 WORK AND LABOUR:

The normal working hours shall be between 8 AM to 6 PM on all working days (0800 and 1800 hours) but it may be necessary for the contractor to work longer hours for carrying out work at night in busy thoroughfares, of which due advance verbal notice will be given and recorded in the log book kept at site. The contractor may have to work sometimes only during night hours if the situation so demands. Work on Sundays and public holidays shall also be carried out when necessary. No additional payment will be made on this account.

No labour below the age of 14 years shall be employed on the work.

The contractor shall pay his labourers not less than wages fixed under Minimum wages act.

In every case, in which by virtue of the provisions of section 12, sub-section (1) of the workmen's compensation Act 1923, BSNL is obliged to pay compensation's the amount of compensations paid and Without prejudice to the right of BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum, due by BSNL to the contractor(s) whether under this contract or other wise .BSNL shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said act except on the written request of the contractor(S) and upon his/their giving to BSNL full security for all cost for which BSNL might become liable in consequence of contesting such claims.

The contractors shall at his own responsibility arrange to obtain necessary license required under "Contract Labour (Regulation and Abolition) Act. 1970" and abide by the provisions of the said Act.

The contractor shall at all times hold the BSNL harmless and indemnify against all claim, cost, charges and incur or pay on account of his negligence or misconduct of the contractor or his servants or any of them and of any person under his control whether in respect of injury to the person or damage to the property of any member of the public or any other concern on account of any defect or want of repair in such works or in the equipment used by the contractor in connection there with or otherwise and against all claims and demands in respect thereof.

If damage is caused to persons or assets or private parties or other such electric, gas or water supply utilities etc., during the course of the work, the damage shall be made good by the contractor to the person or party at the cost of the contractor as demanded. The contractor will also be responsible to comply with all laws including those relating to the labour etc., in force at the time. The contractor is responsible to comply with Contract Labour (Regulation & Abolition) Act 1970 and the Contract

Labour (Regulation & Abolition) Central Rules 1971 as amended from time to time. A log book will be kept at the work site, all observations and instructions will be recorded therein. The contractor is required to note the contents which will also be verbally explained to the representative of the contractor at the work site. The contractor will however be responsible all such remarks, instructions

etc., and take necessary action and remedy defect and/or comply with instructions. His noting the log book cannot be considered as sufficient ground for non compliance of instructions.

The contractor shall not charge any extra amount for traveling, overtime allowance and charges for any materials used by him and will not be entitled to get compensation for any damage or losses in the course of execution of works for any extra payments i.e, charges for labour that he will employ at his own deterioration of materials.

7 Labour Welfare measures and workman compensation

7.1 Obtaining license before commencement of work. The contractor shall obtain a valid labour licence issued by Assistant Labour commissioner, Govt of India, Department of Labour under the Contract Labour (R&A) Act, 1970 and the Contract labour (regulation and abolition) Central rules 1971. On issue of LOI and before commencement of work, the successful bidder shall produce the Labour Licence Certificate with a validity of the license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and regulation) Act 1986. Any failure to fulfill the requirement shall attract the penal provisions of this contract arising out of the resultant non- execution of work. The successful bidder shall also produce the list of labours to be engaged by him along with ESI and EPF particulars

7.2 Contractors Labour Regulations:

7.2.1 Working Hours

Normally working hours of an employee shall be restricted to 09hrs/day(09.00 hrs to 18.00hrs). The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

7.2.2 When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

7.2.3 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.

7.2.4 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.

7.2.5 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.

7.2.71 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.

8. Payment of Wages.

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

8.2 No wage period shall exceed one month.

8.3 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.

- 8.4** 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.
- 8.5** 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.
- 8.6** Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- 8.7** All wages shall be paid in current coin or currency or in both.
- 8.8** 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.
- 8.9** 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 acknowledgment.
- 8.10** It shall be the duty of the contractor to ensure the disbursement of wages in presence of the supervising officer of BSNL who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 8.11** The contractor shall obtain from the site Engineer or any other authorised 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 on.....at....."
- 8.12** **Fines and deductions which may be made from wages** :The wages of a worker shall be paid to him without any deduction of any kind except the following:-
Fines, .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
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 damages or loss is directly attributable to his neglect or default., Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register. ,Any other deduction, which the Central Government may from time to time allow.
- 8.13** 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 Labour Commissioner.
- 8.14** 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.
- 8.15** Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- 9. Labour records:**
- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 10. 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:
Full particulars of the labourers who met with accident, Rate of wages. ,Sex, Age ,Nature of accident and cause of accident, Time and date of accident, Date and time when admitted in hospital, Date of discharge from the hospital, Period of treatment and result of treatment, Percentage of loss of earning capacity and disability as assessed by Medical Officer, Claim required to be paid under Workmen's Compensation Act, Date of payment of compensation, Amount paid with details of the person to whom the same was paid., Authority by whom the compensation was assessed., Remarks.
- 11.** 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.
- 12.** The contractor shall maintain a **Register of Deductions for damage or loss** in form XX of the CL (R&A) Rules 1971.
- 13.** The contractor shall maintain a **Register of Advances** in form XXIII of the CL(R & A) Rules 1971.
- 14.** The contractor shall maintain a **Register of Overtime** in form XXIII of the CL (R & A) Rules 1971.
- 15** **Attendance card-cum wage slip**

- 15.1** The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him.
- 15.2** The card shall be valid for each wage period.
- 15.3** 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.
The card shall remain in possession of the worker during the wage period under reference.
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. 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.
- 16. Employment Card:** The contractor shall issue an **Employment Card** in the form XIV of CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.
- 17. 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) central Rules 1971.
- 18. 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.
- 19. Power of labour officer to make investigations or enquiry:** The labour officer or any person authorised 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.
- 20. Report of investigating officer and action thereon:** The Labour Officer or other persons authorised 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 payment to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorised officer as the case may be.
- 21. 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, authorised by the Central Government on his behalf.
- 22. Submission of Returns:** The contractor shall submit periodical returns as may be specified from time to time.
- 23. 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.
- 24. COMPLIANCE WITH LAWS AND REGULATIONS**
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 authorised 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 assignees 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 assignees or subcontractor to make full and proper compliance with the said by - laws, Rules, Regulations, Laws and Order and provisions as aforesaid.
- 25. TOOLS and PLANTS :** The contractor shall provide at his own cost all tools, plants appliances, Implements, measuring instruments etc. required for proper execution of the 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, weighting 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 De-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites 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
the tenderer will not have any claim whatsoever for other items of works .

Section-VI

UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Spec. of work

A) Certified that:

1. I/ We have read, understood and agree with all the instructions to bidders, terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time the EMD/ SD deposited by us will stand forfeited to the BSNL.

B) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Place

Signature of Tenderer

Date:

Name of Tenderer.
Along with date & Seal

Section VII

PROFORMAS

Section VII (A)

BIDSECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s..... R/o
..... (Hereafter referred to as Bidder) has approached us for giving
Bank Guarantee of Rs.- (hereafter known as the “BG. Amount”) valid up
to/...../ 20..... (hereafter known as the “Validity date”) in favour of General Manager, Nagaland Telecom
District, Dimapur (hereafter referred to as BSNL NAGALAND TELECOM DISTRICT) for participation in the
tender work of..... vide tender No.
.....

1. Now at the request of the Bidder, We
Bank.....Branch
having
(Address) and
Regd. office address as
.....
..... (Hereinafter called ‘the Bank’) agrees to give this guarantee
as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under
this guarantee without any demur, merely on a demand from the BSNL NAGALAND TELECOM DISTRICT
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 NAGALAND TELECOM DISTRICT by reason of breach by the said bidder(s) of any of
terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the
said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable
by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding
on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B.
G. Amount”.

3. We undertake to pay to the BSNL NAGALAND TELECOM DISTRICT any money so demanded
notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or
tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so
made by us under this bond shall be valid discharge of our liability for payment there under and the
bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect
during the period that would be taken for the performance of the said agreement and that it
shall continue to be enforceable till all the dues of the BSNL NAGALAND TELECOM DISTRICT under or
by virtue of the
said Agreement have been fully paid and its claims satisfied or discharged or till BSNL NAGALAND
TELECOM DISTRICT

Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the
said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is
made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged
from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL NAGALAND TELECOM DISTRICT that the BSNL NAGALAND
TELECOM DISTRICT shall have the fullest liberty without our consent and without affecting in any manner

our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL NAGALAND TELECOM DISTRICT against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL NAGALAND TELECOM DISTRICT or any indulgence by the BSNL NAGALAND TELECOM DISTRICT to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the "BG. Amount" and it will remain in force up to its Validity date specified above.

(b) The guarantee shall stand completely discharged and all rights of the BSNL NAGALAND TELECOM

DISTRICT

under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL NAGALAND TELECOM DISTRICT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Nagaland Telecom District, payable at Dimapur

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

OR

DETAILS OF EARNEST MONEY DEPOSIT

I have submitted the Bid Security (EMD) of Rs. _____ in the 1st envelop and details as under

Demand draft No _____ dated _____

Name of Bank _____

Signature of bidder with rubber stamp

Section VII (B)
PERFORMANCE SECURITY GUARANTEE (Bond Form)

1. In consideration of the GM, Nagaland Telecom District, Bharat Sanchar Nigam Limited (hereinafter called the 'BSNL') having agreed to exempt{hereinafter called "the said Contractor(s)} from the demand, under the terms and conditions of an agreement / (Purchase Order) / Tender No.....dated.....made betweenandfor the work of{hereinafter called "the said AGREEMENT"} of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, of production of the Bank Guarantee forwe (name of the Bank)(hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the BSNL an amount not exceedingagainst any loss or damage caused to or suffered or would be to or suffered by the BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the Bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding
3. We undertake to pay the BSNL 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 obsolete and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and 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 therein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by the virtue of the said agreement have been fully paid and its claims satisfied or discharged or till ----- (Office / Department) (BSNL) _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of **30 months** (as stipulated in PO) from the date thereof, we shall be discharged from all liabilities under this Guarantee thereafter.
5. We (name of the Bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to 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 in writing.

Dated the Day of2018.

Section VII (C)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No. _____

Subject : Authorisation for attending bid opening on _____(date)

To:

AGM (Plg.)

NAGALAND TELECOM DISTRICT , BSNL, Dimapur-797112

Sir,

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

Order of Preference	Name	Specimen Signature
Alternate Representative		

Signature of bidder Or

Officer authorized to sign the bid documents on behalf of the bidder

Name of the Contractor

Address

Telephone Number & Fax Number

- Note: 1. Only one representative will be permitted to attend bid opening. Alternate Representatives 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 Authorisation as prescribed above is not submitted.

Section VII (D)
INDEMNITY BOND DECLARATION
(ON 100/- RUPEE STAMP PAPER)

(IN CASE OF PARTNERSHIP FIRM/PROPRIETOR OF FIRM/ COMPANY)

I.-----son of /wife of Shri -----and
proprietor/ Director/Partner of M/s -----
----do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./ PSU/Public bodies/Municipalities and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases pending.

2. In case the above declaration is found to be incorrect or wrong , the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be blacklisted / debarred for future works/contract with BSNL. Any such action shall however be without prejudice to BSNL's rights under the law.

Signature of Proprietor/Partner/Director
(Shri/Smt./Ms-----)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by the competent authority.

Section VII (E)

MANDATE FORM

----- (Name of the company) represented by Sri. -----
----- (with designation like Proprietor, CEO, MD etc.) hereby give our consent to credit the settlement
amount in r/o tender No. ----- dated ----- for -----
-----to ----- paying authority -----
-----by way of Electronic Clearance system or by Electronic fund transfer (as the case may be) to our
Bank account No. -----SB/CA, Bank branch -----MICR No. -----
- Bank's Name ----- . IFSC Code-----

A copy of the canceled / Photostat cheque leaf is enclosed.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, we would not hold user institution responsible. We agree to discharge the responsibility expected of us as a participant under the scheme.

Signature
(By Authorised Signatory)
With the Stamp and Seal of the Company

Date

Section VII (F)

PRE- RECEIPT

Received with thanks from the Pr. General Manager, Nagaland Telecom District, Dimapur a sum of **Rs...../-** towards the refund of EMD paid against this office Tender Notice No. AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/2018-19 dtd: 27.10.2018 R. No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

Section VII (G)
Near Relative Certificate

To:

The Assistant General Manager (Plg.),
BSNL NAGALAND TELECOM DISTRICT ,
I Floor O/o GMTD NAGALAND TELECOM DISTRICT ,
BSNL Super Market Complex Dimapur-797112

Sir,

Sub: Near Relative Certificate

Ref: Tender Notification No. AGM (Plg.)/-----dated-----

“I.....s/o..... r/o..... hereby certify that none of my near relative(s) of all directors / Partners of M/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)

Yours Truly,

(Signature with seal)

Note: In case of proprietorship firm certificate will be given by the proprietor. For Partnership firm certificate will be given by the all partners, and in case Limited company by all the Directors of the company.

Section VII (H)

PROFORMA OF POWER OF ATTORNEY
Non-Judicial Stamp paper of Rs. 200
POWER OF ATTORNEY

Be it known all to whom it concerns that: -

- 1. Shri _____ s/o _____ residing at _____
- 2. Shri _____ s/o _____ residing at _____
- 3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address)

_____ hereby appoint

Shri _____ s/o _____ residing

at _____ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the GM, Nagaland Telecom District, Dimapur in connection with their Tender Enquiry No. _____ dated _____ for _____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted
(Signature of Signatory of Tender Offer of the firm)

ATTESTED
Notary Public
(Signature with Official Seal)

OR
REGISTERED
Before

(SUB – REGISTRAR) (of concerned State)

Section VII (I)

AGREEMENT (On Rs 200/- Stamp Paper)

The successful Tenderer shall have to execute the following agreement:

This agreement made on this-----day of (month) ----- (year) -----between M/s -----herein after called "The Contractor" (Which expression shall excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part and Chairman & Managing Director, BSNL here in after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of Trenching, PLB Pipe laying, OF Cable Pulling, Preparation of Joint chambers, Fixing, painting and sign writing of route/joint indicators, Reinstatement and other associated works in NAGALAND TELECOM DISTRICT on the terms and conditions herein contained and the rates approved by BSNL have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the security deposits.

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 Contract that is to say fromto..... or completion of work whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labour employed at his own expenses and by means of tools, implements and equipments etc., to be supplied by him to his labour at his own expenses, all Trenching, PLB Pipe laying, OF Cable Pulling, Preparation of Joint chambers, Fixing, painting and sign writing of route/joint indicators, Cable jointing, Reinstatement and other associated works as described in tender documents (annexed to the agreement), when BSNL or the GM or any other persons authorized by the GM 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" or "The Contract" wherever herein used.
- 3) The Contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines , implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work order.
- 4) The Contractor hereby declares that nobody connected with or in the employment of the BSNL 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 & Delivered
by the above named Contractor in the presence of

Witness:

- 1.
- 2.

Signed & Delivered
on behalf of the Chairman and Managing Director, BSNL by the

Witness:

- 1
- 2.

Section VII (J) DEPTH RELAXATION FORMAT

APPLICATION FOR Depth Relaxation to be issued by AGM/DGM/GM/CGM

1. Name of the Route (as per Work Order for which depth relaxation sought for) -----
2. Route length (in meters) -----
3. Work order No. -----

SL. No.	Running length (in mtrs).		Depth achieved	Reason for Relaxation	Inspection Remarks
	From	To			
1					
2					
3					
4					
5					
6					
7					

NOTE:

1. In case depth achieved falls under different depth slabs as per the depth slab clause, a separate application shall be submitted to the respective competent authority for granting of depth relaxation.
2. The competent authority for depth relaxation as per the depth slab at clause No. 10.2 of section V Part A shall inspect/or authorize to inspect the routes/locations/segment of the routes and enter inspection remarks.

Signature of Competent Authority
(GM/GM/DGM/AGM)

Section VII (K) Certificate for Downloaded Document

The following certificate should be submitted in the case of downloaded tender document

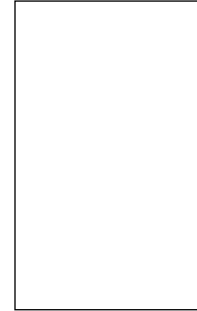
The downloaded tender document as published at the website (ne2.bsnl.co.in) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Date :

Signature of the Bidder

Section VIII

TENDERER'S PROFILE & QUESTIONNAIRE



1 General:

1.1 Name of the Tenderer / Firm

1.2 Name of the person submitting the tender whose Photograph is affixed .Shri/Smt

Photo to be affixed here

- (i) Passport size Photograph of the tenderer / authorized Signatory holding Power of Attorney(who is signing this bid) **duly self attested** should be affixed in the appropriate box
- (ii) In case of Sole Proprietorship the bidder himself/herself should sign the tender. Power of attorney is required in case where bidder himself/herself has not submitted the bid but done through Power of Attorney holder
- (iii) In case of Partnership firms, the tender has to be signed by all Partners or power of attorney holder.
- (iv) In case of limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.

1.3 Address of the Tenderer /Firm

1.4 Communication Address.....

1.5 Tel. No. (With STD Code) (O)(Fax)..... . (R).....

1.6 Registration & incorporation particulars of the firm/Company to be submitted are:

- i. Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm , on a non- judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub- Registrar of the states(s) concerned.
- ii. Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.
- iii. Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.

1.7 Name of Proprietor/Partners/Directors.....

1.8 Tenderer's bank details:

- i. Address -----
- ii. Current Account No.
- iii. Bank IFSC Code -----
- iv. MICR code ----- for ECS payment,

1.9 Infrastructural capabilities:

- a. Capacity of trenching per day (in meters).....
- b. Capacity of pipe laying per day (in meters).....

- C. Capacity of pulling cable through duct /pipe per day (in meters).....
- d. Capacity of engaging mazdoors per day
- e. Particulars of vehicles available with the tenderer

Sl.No.	Type of Vehicle	Registration No.
1		
2		
3		

- f. Particulars of other machines possessed by the contractor which can help in trenching, cable laying and cable pulling .splicing and A/T.
 - 1
 - 2
 - 3

1.10 Details of Technical and Supervisory Staff:

Sl.No.	Name	Qualification	Designation	Remarks
1				
2				
3				
4				

1.11 Details of GST etc.

- 1. Trade Index Number
- 2. GSTIN No.
- 3. PAN Number
- 4. GST Registration Certificate

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

Place:

Date:

Signature of Tenderer/Authorised Signatory

Name of the Tenderer.....

Seal of the Tenderer

Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

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

Signature of contractor

Place.....

Date

Name of Contractor

NOTE: 1. Any clarification on this tender document with respect to above points may be addressed to the tendering authority within 10 days from the date of NIT and the same will be clarified within 3 days of receipt of the same.
2. Any request for clarification received after 10 days will not be entertained.

Section-IX

**PART –A
BID FORM**

Tender No. AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/2018-19 dtd 27/10/2018

To,
The General Manager,
BSNL, NAGALAND TELECOM DISTRICT .
Dimapur - 797112

Dear Sir,

Having examined the conditions of Contract and Specifications including addenda numbers-----, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of provisioning and maintenance of OFC network through overhead alignment in NAGALAND TELECOM DISTRICT including supply of accessories in NAGALAND TELECOM DISTRICT in conformity with said terms &, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

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

We also agree to extend the bid validity for a period of further 120 days on BSNL’s request as per clause 2 of Section II.

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

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

Date

Name:

Signature of Authorised Signatory

In capacity of

Duly Authorised to sign the bid for and on behalf of

Note:

- (i) In case of proprietary / partnership firm, the tender has to be signed by proprietor/ all partners / power of attorney holder
- (ii) In case of Limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.

Witness

Address

Signature

Section IX

PART-B

PRICE SCHEDULE (FINANCIAL BID)

OFC fault tracing works –NAGALAND TELECOM DISTRICT

To

The General Manager,
BSNL, NAGALAND TELECOM DISTRICT .

Subject: Our Financial Bid for tender provisioning and maintenance of OFC network through overhead alignment in NAGALAND TELECOM DISTRICT for the Year 2018-19

No. AGM (Plg.)/OFC-OH/DMP/Nagaland SSA/2018-19 dtd @ Dimapur, the 27.10.2018

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the Cable Construction Works in conformity with the said specifications and conditions of contract at the percentage (Below / At Par / Above) with respect to the schedule rates given at Section X. (The Schedule of rate at section X is exclusive of service tax)

BELOW

In figures.....%.

In words.....percent

OR

AT PAR

In words.....

OR

ABOVE

In figures.....%

In words.....percent

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 150 days and also for further extension of 120 days vide clause 2 of section II of the tender document from the date of opening of the qualifying bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date

Signature of the Tenderer.....

Name of the Tenderer.....

Note: If the bidder desires to quote below or above the schedule of rates, percentage quote is to be mentioned in figures as well as in words in the appropriate columns.

In case if the quote is ‘At Par’ with respect to the schedule of rates, the same should be mentioned in words “At Par” at the respective column.

SECTION-X

Schedule of Rate for Provision and Maintenance of NEW Routes and Maintenance of existing FTTH Overhead routes for FTTH, PRI and EB customers							
A	NEW PROJECTS						
SL NO	DESCRIPTION of work	UNIT	Quantity	Schedule of rate (in Rs)	% of work	Quantum of work	Amount
I	Overhead alignment of OF cable (4F - 24F & 48F) by Natural means/ Erecting Posts material						
1	4F	metre	0	8.5	100	0	0.00
2	12F-24F	meter	90000	12.02	100	90000	1081800.00
3	48F	metre	0	14.42	100	0	0.00
II	Fixing of Termination Box , splicing and termination of fibres at Exchange /OLT/BTS and customer premises.						
1	4F	Per job	0	825	100	0	0.00
2	12F-24F	Per job	75	3675	100	75	275625.00
3	48F	Per Job	0	3935	100	0	0.00
III	Tapping/Joining of fibers						
1	Tapping/jointing of fibers from the nearest joint (12F to 24 F)	per Tapping/jointing	25	2200	100	25	55000.00
2	Tapping/ jointing of fibers from existing joint of 48/96F Cable	per Tapping/jointing	0	3025	100	0	0.00
3	Tapping /jointing of fibers from existing joint of 144/288F Cable	per Tapping/jointing	0	4125	100	0	0.00
IV	Provisioning of 'O, ring with suitable cover wherever directly tapping done on the en route cable	Per job	25	8118.19	100	25	202954.75
V	Digging of the Pits for tapping of fibre in the existing joint	per pit	25	880	100	25	22000.00
VI	4F Straight Joint	Per joint	0	1100	100	0	0.00
VII	12F-24F Straight joint	Per joint	100	3675	100	100	367500.00
VIII	48F Straight joint	Per joint	0	3935	100	0	0.00
IX	Restoration of Overhead faults (Replacing /relaying of faulty section by cable with splicing work)						
1	Laying of cable						
a	4F	Per metre	0	8.5	100	0	0.00
b	12F-24F	Per meter	10000	12.02	100	10000	120200.00
c	48F	Per meter	0	14.42	100	0	0.00
2	Jointing of cable						
a	4F	Per joint	0	825	100	0	0.00
b	24F	Per joint	0	3675	100	0	0.00
c	48F	Per joint	0	3986	100	0	0.00

SL NO	DESCRIPTION of work	UNIT	Quantity	Schedule of rate (in Rs)	% of work	Quantum of work	Amount
X	Digging of pit/ Erecting Posts material						
1	Digging of pit for 3ft depth of 2ft XhX2ft cross section for planting of post	Per job	2500	168.21	100	2500	420525.00
2	Planting of posts for every 40 mt span in straight and concreting of the pit using 1:2:4 grade and tapering the top surface (using 1:2:4 - 1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size)	Per job	2500	4345.63	100	2500	10864075.00
XI	Local Transportation OFC cable , accessories and of Post materials at site from BSNL store location(including loading and unloading charges) .						
1	UP To 10 Kms	Per trip	30	1000.00	100	30	30000.00
2	10 - 20 Kms	Per trip	15	1400.00	100	15	21000.00
3	20- 50 Kms	Per trip	10	1800.00	100	10	18000.00
4	50 – 100 Kms	Per rip	5	3500.00	100	5	17500.00
TOTAL							13496179.75
GST @ of 18%							2429312.35
Total							15925492.10