

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

O/o GENERAL MANAGER TELECOM,
TIRUPATI-A.P-517501

On behalf of
BHARAT SANCHAR NIGAM LIMITED
INVITES

**E-Tender for OF Cable Construction & Maintenance Works for
TM/EB/GSM/FTTH in Tirupati SSA, for the Year 2020-21**

THROUGH
E-TENDERING PROCESS
(BID DOCUMENT)

Cost of the Tender Document: Rs. 1000/-+GST@18%=Rs1180/-

For Further Details Visit our E-tendering website: www.etenders.gov.in
& our old website: www.ap.bsnl.co.in

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

PART-1

TABLE OF CONTENTS

Section No.	Content	Page
I.	Notice Inviting Tender	3
II.	Bid Form	4
III.A	Tenderer's Profile	5-6
III B	Schedle of work	7
IV.	Instructions to Bidders	8-16
V.	General (Commercial) conditions of the contract	17-35
VI.	Special conditions of the contract	36-49
VII.	Scope of work and jurisdiction of Contract.	50-52
VIII	Material Security Bond Form	53
IX	Agreement	54-55
X.	Letter of authorization for attending bid opening.	56
XI.	List of the documents to be submitted along with bid	57
XII.	Rate of Empty Cable Drums	58
XIII	Certificate	59
XIV.	Schedule of rates	60-61
XV.	Financial Bid	62

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office of the General Manager Telecom District, Tirupati.

SECTION – I

NOTICE INVITING TENDER

**Tender for OF Cable Construction & Maintenance Works for TM/EB /GSM/FTTH
in Tirupati SSA, for the Year 2020-21**

Tender No. GMTD/PLG/TRP/E-Tender OF cable/2020-21/1 Dated Tirupati the 21.10.2020.

Tenders are invited through E-Tendering process on behalf of the Bharat Sanchar Nigam Limited, O/o GMTD, Tirupati, A.P-517501 from the reliable / reputed Contractors having experience in OFC Trenching, Pipe laying including OF Cable pulling works.

1. Name of the work: Trenching, Pipe laying including OF Cable pulling works for TM/EB /GSM/FTTH in Tirupati SSA.

2. Area of contract: All SDCAs in Tirupati Telecom District.

Name of the SSA	Total approx Rkm	Tender No	Estimated cost of work in Rs.	Cost of Bid document in Rs.	Bid Security in Rs.
Tirupati	21.6Km	01	Rs.70,00,000/-	Rs.1180/-	Rs1,75,000/-

3. Period of contract: One year from the date of agreement or 12 months from NIT, whichever is earlier. The contractor(s) is bound to take up other similar works also in Tirupati SSA, which are not mentioned in the NIT during the period of contract. The selection of the contractor for such works is at the sole discretion of GMTD, Tirupati

4. Mode of payment: Eligible and Willing Tenderer may obtain the Tender Documents from www.etenders.gov.in from 18.12.2020 **from 11.00 hrs** onwards on payment of Rs. 1180/- (Rupees One Thousand One Hundred and Eighty only) by cash at the cash counter of Office of the GMTD, BSNL, Tirupati or by DD issued by a scheduled bank drawn in favour of AO(Cash) ,O/o GMTD, BSNL, Tirupati, payable at Tirupati, failing which the tender shall be summarily rejected. The cost of the Tender Document is non-refundable and non-transferable.

5. Tender document containing detailed Description of work & Terms & Conditions in www.etenders.gov.in from 18.12-2020 **from 11.00 hrs** onwards

6. Last date & time for downloading of tender document: 13:00Hrs on 07-01-2021

7. Date & Time of Submission of e - Tender bids: 15:00 Hrs on 08.01.2021.

For hard copies submission 17:00Hrs of 08.01.2021.

8. Online opening of Bids: 15:30 Hrs on 11.01.2021

The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted / received after expiry date and time. The GMTD, Tirupati reserves the right to reject any or all tenders without assigning any reason what so ever.

Asst General Manager(plg)
O/o GMTD, BSNL, Tirupathi
0877-2254841/2228333

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION II
BID FORM

Tender No.GMTD/TRP/AGM(Plg)/OFC-TEN/20-21/1 Dated at TRP 21-10-2020

To,
The General Manager,
Telecom District,
BSNL, Tirupati.
Dear Sir,

Having examined the conditions of contract and specifications including addenda No. nil the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Optical Fiber Cable Construction & maintenance works in Tirupati SSA in conformity with said drawings, 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 365 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format 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 wax/ Pvc tape sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this day of (The year)

Signature of the Authorized Signatory

In the capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION IIIA
TENDERER'S PROFILE

Passport size
photograph of
the
Tenderer/autho
rized
signatory

General :

1 Name of the tenderer / firm: _____

2. Name of the person submitting the tender whose photograph is affixed

Shri/Smt. _____

(In case of Proprietary / Partnership firms, the tender has to be signed by
Proprietor / Partner only, as the case may be)

3. Address of the firm:

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

Mobile No.

6. Registration & inGMTD, Tirupati particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

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

7. Name of the Proprietor / Partners / Directors

8. Tender's Experience Certificate details: (An attested copy of the Experience Certificate
may please be enclosed)

9. a) Tender's bank, its address and his current account number

b) Details of Bank A/c(s) held by the Tenderer in ECS/EFT facility providing Bank(s)

.....

Signature of the Bidder

Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in Tirupati SSA, for the Year 2020-21

10. Permanent Income Tax number, Income Tax Circle and GST Tax Registration

Number.....

..... (Please attach a copy of last Income Tax return)

11. GST Registration No.

12. 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 tender:

Type of Vehicle (s) Registration number:

f. Particulars of other machines possessed by the contractor which can help in trenching, pipe laying and cable

pulling:

.....

...

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

Place: Signature of tenderer / Authorized

Date: signatory

Name of the tenderer

Seal of the tenderer

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION IIIB: SCHEDULE OF WORK

For excavating trenches up to a depth of 165 cms and back filling the excavated trenches after laying the PLB Pipe with or without protection and pulling/blowing OFC for construction and maintenance work.

1. Regularization of OF cables routes which are frequently going fault due to more joints, loss in fibers, cables laid in O/H and spare fibers are not available as it is difficult to restore faulty fibers.
2. Major OF cable break down maintenance works may be carried out through this Tender in TRP

sl.no	SDCA	Route of work	RKM
1	CDR	Tirupati town area	2.5
3	CDR	TTD exchange - Varadaraja nagar cell site(TX)	0.4
4	CDR	Srivarimettu Ring CDR	1
7	PMN	Govt college to M.Kotur cross	0.8
9	SKHT	Near Thondamnadu swarnamuki river	1.5
10	PLR	PANNUR ROUTE	1
11	PAK	Near Pulicherala (kallur route)	2
13	CTR R	Thimmayapalle road cross to Nangamangalam	1.5
14	CTR R	GD nellore BJC to SSS Konda route	1
16	PGR	Chowdepalli to Royalapeta	1.4
21	PMN	Palamaner to Dandapalli route	1
22	CDR	Tirupati main to Tuda xge	0.5
24	MDPR	Kallicherla to Peddamandyam route	1
25	MDPR	Mudivedu to Mudivedu cross route.	1
26	MDPR	Near Parasa Thoppu(MCKThamballapalle)	0.5
27	MDPR	Thurakkapalle society at ZP high school	0.5
28	PMN	0.6Km at MKotur cross to PMN TE	0.6
29	SKHT	Srikalahasthi to KVB puram	0.5
30	SKHT	papanaidupeta to Kandada BTS	0.3
32	PGR	Pungunur to vanamaladine	0.4
33	PGR	Pungunur to Ramasamudram	0.4
35	KUP	Dravida university route	1.3
36	CDR	Renigunta to airport	0.5
			21.6

CAPITAL WORKS providing new FTTH connections, EB & for new cell sites Works at TRP SSA

Sl.No	SDCA	Description of work	RKM
1	TRP	4F OVER HEAD LAYING	100
2	SSA	24F LAYING	20

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**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION IV

Instructions to Bidders

A. INTRODUCTION:

1. DEFINITIONS:

- a. CMD: The Chairman and Managing Director.
- b. BSNL: Bharat Sanchar Nigam Limited.(A Govt of India Enterprise)
- c. GMTD,Tirupati: The GMTD,Tirupati means the Bharat Sanchar Nigam Limited incorporated under the companies act 1956 under Ministry of Communications.All references of: Chief General Manager/ Principal General Manager / General Manager /Deputy General Manager / Director / Telecom District Manager / Director (Projects)
AGM (Planning) Sub Divisional Engineer
Junior Telecom Officer
Chief Accounts Officer
Accounts Officer
Junior Accounts Officer
Including other officers in the GMTD,Tirupati, whatever designations assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the GMTD,Tirupati of Telecommunications under the Ministry of Communications, Government of India.
- d. I) (The SSA Head) means the Head of SSA (i.e. GMTD, Tirupati SSA) and his successors.
- e. I) The jurisdiction of GMTD:** The jurisdiction of GMTD means Tirupati SSA which coincides geographically with Chittoor District.
- f. I) Representative of GMTD:** Representative of GMTD means Officer and staff for the time being in "Tirupati SSA" deputed by the GMTD for inspecting or supervising the work or testing etc.,
- g. Engineer - In - charge:** The Engineer - In - charge means the Engineering Officer nominated by the GMTD to supervise the work, under the contract, (Minimum Divisional Engineer level officer).
- h. Site Engineer:** Site Engineer shall mean an SDE of the BSNL who may be placed by the GMTD, Tirupati SSA as In-charge of the work at site at any particular period of time.
- i. A/T Unit :** A/T unit shall be mean Acceptance and Testing unit of the BSNL.
- j. A/T Officer:** An officer authorized by GMTD, Tirupati to conduct A/T.
- k. Contract :** The term contract means, the documents forming the tender and

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the contractor, together with the documents referred to therein including these conditions, the specification, 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 on contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have 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.

l. 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 assigners⁰⁰ of such individual, firm or company.

m. Work: The expression "works" shall unless there be something either in the subject or context repugnant to such construction be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

n. 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.

o. 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.

p. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.

q. Extension of Time: Extension of Time means the time granted by the GMTD to complete the work beyond the normal time or stipulated time.

r. Date of Commencement of work: Date of Commencement of Work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.

s. 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.

t. Duration of completion of work: The duration of completion of work or completion time

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

shall be time specified in the work order plus extension of time granted, if any.

u. Excepted risk: Excepted risk are risks due to war (whether declare 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 not control and the same having been accepted as such, by the Accepting Authority or causes solely due to use of occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

2. ELIGIBILITY OF BIDDERS:

The invitation of bids is open to all enlisted contractors as per their eligibility mentioned in NIT of this tender document.

B. THE BID DOCUMENTS

3. BID DOCUMENTS:

3.1 The construction & Maintenance work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

PART-I consists of NIT, Tenderer's profile, Schedule of Works, Etc.,

PART –II Consists of Instructions to Bidders, General (Commercial) conditions of contract and Special conditions of contract etc., and

PART-III consists of Standard Schedule of rates and Rate Sheet.

3.2 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.

4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Asst General Manager(plg), O/o GMTD, BSNL, Tirupathi in writing to Asst General Manager(plg), O/o GMTD, BSNL, Tirupathi shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids.

5. AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date for submission of bids, the GMTD, Tirupati may, for any reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in the web site www.etenders.gov.in and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time to take the amendments into account

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

in preparing their bids, the GMTD, Tirupati may, at its discretion, extend the deadline for the submission / opening of bids suitably.

C. PREPARATION OF BIDS:

6. Cost of Bidding:

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

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

- I. Bid Security (EMD) in accordance with Clause No. 8, section IV .
- II. Tender document (s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- III. The copy of Experience Certificate issued by the competent authority i.e., not below the rank of an STS Officer of BSNL duly attested by a gazetted officer.
- IV. Attested copies of PAN Card
- V. The registration of the firm / Authorized copy of partnership deed in cases of partnership firm.
- VI. Bid Form, duly filled in, as per Part -3 section I of the tender document.
- VII. Tenderer's profile duly filled in, as per Part-1 section III of the tender document.
- VIII. Original "Power of Attorney" in case person other than the tenderer has signed the tender document.
- IX. Certificate stating that none of his / her near relative is working in the BSNL Unit. (Refer Section XIII).
- X. Attested copy of GST Registration Certificate

Note:- All the attested copies shall also be self attested by the Bidder.

8. BID SECURITY (EMD):

8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) as specified in the NIT. No interest shall be paid by the GMTD, Tirupati on the bid security for any period, what so ever.

8.2 The bid security is required to protect the GMTD, Tirupati against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 8.7.

8.3 Bid security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Accounts Officer (Cash), O/o GMTD, BSNL, Tirupati payable at Tirupati.

8.4. A bid not secured in accordance with Para 8.1 & 8.3 shall be rejected as non responsive.

8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

GMTD, Tirupati.

8.6 The successful bidder's bid security will compulsorily be converted to part performance security deposit in accordance with the relevant clause.

8.7 The bid security shall be forfeited:

8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

8.7.2. If the bidder makes any modifications in the terms and conditions of the tender acceptance of the tender, which are not acceptable to the GMTD, Tirupati or

8.7.3. In case of a successful bidder, if the bidder fails:

(i) to sign the agreement in accordance with the relevant clause, or

(ii) to furnish Material Security in accordance with the relevant clause.

9. BID PRICES:

9.1. **The bidder shall give the total composite price inclusive of all levies and taxes (except GST), packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies in case of works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by the GMTD, Tirupati (At the 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.**

9.2 . Prices shall be quoted by the bidder as percentage below/above/at par schedule of rates given in the schedule of rates (Financial Bid). Prices quoted at any other place shall not be considered.

9.3. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.4. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (Financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10. PERIOD OF VALIDITY OF BIDS:

10.1. Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid).

**A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED
BY THE GMTD, Tirupati AS NON-RESPONSIVE.**

The period of contract shall normally be ONE YEAR from the date of awarding of the tender but can be extended for a further period of One year or till such time a fresh tender is finalized whichever is earlier at the same rate with the same terms and conditions.

10.2. The GMTD, Tirupati reserves the right to request the lowest 3 bidders as per read out list on

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

- 10.3 The rates quoted in the bid shall be firm and valid for any other work order for extension of the same route or modification of the route or branching in case of spur routes that may be issued within the above period and remain so until the completion of the work assigned under such a work order.

11. SIGNING OF BID:

11.1. The tenderer shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

(Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference)

11.2. The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

D. SUBMISSION OF BIDS:

12. Method of preparation of bid:

12.1. The Technical bid should be submitted online(15:00Hrs 06.01.2021) in the portal by uploading the scanned copies of documents mentioned in page no: of Tender document. The technical bid should also submitted offline by dropping in the tender box provide in , O/o AGM (Plg), BSNL, Tirupati . **before 17:00 hrs on 08.01.2021. The financial bid should be submitted only through online portal. Financial bid should not be submitted in offline mode. No other mode of submission of financial bid is accepted under any circumstances.**

12.2. The tender will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.3. Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

13. SUBMISSION OF BIDS:

13.1. The Technical bid should be submitted online(15:00Hrs 08.01.2021) in the portal by uploading the scanned copies of documents mentioned in page no: of Tender document. The technical bid should also submitted offline by dropping in the tender box provide in , O/o AGM (Plg), BSNL, Tirupati . **before 17:00 hrs on 08.01.2021. The financial bid should be submitted only through online portal.**

Financial bid should not be submitted in offline mode. No other mode of submission of financial bid is accepted under any circumstances.

13.2. Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NIT has been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

13.3. The Government of India if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

14. LATE BIDS:

14.1. Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

15. MODIFICATIONS AND WITHDRAWAL OF BIDS:

15.1. The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax / Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

15.2. No bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION:

16. OPENING OF BIDS online :

16.1. The O/o GMTD, Tirupati shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15:30 Hrs on due date. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in Section - X).

16.2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

16.3. The Bids shall be opened in the following manner:

16.3.1. The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

16.3.2. The envelopes containing the tender offer and not properly sealed as required, shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

16.3.3. First the Technical BID is opened online.

16.3.4. EMD paid is verified (Bid security)

16.3.5. Then for eligible Technical BID, Financial Bid is opened online.

16.3.6. In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

17. CLARIFICATION OF BIDS BY THE BSNL :

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

To assist in examination, evaluation and comparison of bids, the 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.

18. PRELIMINARY EVALUATION:

18.1. 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 signed and whether the bids are generally in order.

18.2. 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. **18.3.** Prior to the detailed evaluation, pursuant to clause 21, the 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. The GMTD, Tirupati's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

18.4. A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non - conformity.

18.5. The GMTD, Tirupati may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

19.1. The GMTD, Tirupati shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.

19.2. 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.

20. CONTACTING THE GMTD, Tirupati :

20.1. Subject to clause 17, no bidder shall try to influence the GMTD, Tirupati on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2. Any effort by the bidder to modify his bid or influence the GMTD, Tirupati in the GMTD, Tirupati's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

21. AWARD OF CONTRACT:

21.1. The GMTD, Tirupati shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

22. GMTD, Tirupati RIGHT TO VARY QUANTUM OF WORK:

The GMTD, Tirupati at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

23. GMTD, Tirupati'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The GMTD, Tirupati 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 GMTD, Tirupati's action.

24. ISSUE OF LETTER OF INTENT

24.1. The issue of letter of intent shall constitute the intention of the GMTD, Tirupati to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

24.2. The bidder shall with in 15 days of issue of letter of intent, give his acceptance along with material security in conformity with clause 5.(i) section-V, provided with the bid documents.

25. SIGNING OF AGREEMENT:

25.1. The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the GMTD, Tirupati with in a week of submission of material security as per clause 24.2 above.

25.2. As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit, which will be held by the GMTD, Tirupati till the completion of warranty period.

26. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the GMTD, Tirupati may make the award to any other bidder at the discretion of the GMTD, Tirupati or call for new bids.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

Part-2**SECTION V****GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT****1. APPLICATION:**

The General conditions shall apply in contracts made by the GMTD, Tirupati for the execution of OF Cable Construction works.

2. STANDARDS:

The works to be executed under the contract shall conform to the standards prescribed in the OF Cable construction practices.

3. PRICES :

3.1. Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

3.2. Price once fixed will remain valid for the period of contract. Increase and decrease of taxes / duties will not affect the price during the period.

4. SUBCONTRACTS:

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

5. SECURITY:**(i) Material Security:**

- a.** The successful tenderer will have to deposit material security as mentioned in the Scope of Work, subject to a minimum of Rs.1,00,000/- (Rupees One Lakh only) in the form of bank guarantee (valid up to and including six months after the period of the contract) from a scheduled bank and in the material security bond form provided in the bid document, section - IX. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of Accounts Officer (Cash), O/o GMTD Tirupati issued by a schedule bank and payable at Tirupati. The Material Security will be a non-interest bearing deposit, for any period what so ever.
- b.** The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more stores have to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the GMTD, Tirupati shall be final and binding.
- c.** The proceeds of the material security shall be payable to the GMTD, Tirupati as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.
- d.** The Material Security shall be released / refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "No dues certificate" from "Engineer-in-charge".

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

(ii) PERFORMANCE SECURITY:

- a. The contract shall permit the GMTD, Tirupati, 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 10% of running bills / final bill.
- b. The proceeds of the performance security shall be payable to the GMTD, Tirupati as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- c. The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document.
- d. No interest will be paid to the contract on the security deposit.

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

- 6.1. 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.
- 6.2. The work orders shall be issued by the Sub-Divisional Engineer in-charge of trenching and pipe laying works after examining the technical and planning details of the works to be executed..
- 6.3. If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Deputy General Manager.
- 6.4. The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- 6.5. The GMTD, Tirupati, reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the GMTD, Tirupati, the contractor is not executing the work at the require pace.

7. EXTENSION OF THE TIME LIMIT:

7.1 General :

- 7.1.1. In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- 7.1.2. In as such as "the time being deemed to be the essence of contract", throughout the

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

stipulated period of contract, the work is to be proceeded with all due diligence.

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

7.2.1. There may be some hindrances, other than covered under force measure, while execution of work and in such cases the contractor shall apply in writing in the prescribed form (Part-A) to the Engineer-In-Charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-Charge shall forward the request to the competent authority (an Officer of the rank JAG level in-charge of trenching and pipe laying work) with his detailed report and photocopy of the hindrance register, in the prescribed form (Part-B) within three days of receipt of request from the contractor. The Competent Authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied

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

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

7.2.2. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

7.2.3. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom. Officer competent to grant the extension of time.

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

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

7.3. Grant of Extension of Time without Applications:

7.3.1. There are, at times, practical difficulties like non-availability of materials, delay in providing permission/right of way etc. reasons of which are ascribable to the GMTD, Tirupati. In such cases, the Engineer-In-charge with the approval of competent authority to sanction EOT, may issue extension of time suo motto without waiting for

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The Government will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:

8.1 Measurement :

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

8.1.2. Responsibility of taking and recording measurements: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom officer, supervising the work. The Junior Telecom Officer / Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of 50% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.

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

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

Measurement of depth of trenches:

The cable routes of one work order shall be divided into a number of segments each of maximum 200 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 200 meters. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters in the multiples of 5cms. For example 97cms will be recorded as 95cms And 103cms as 105cms. The points of measurements shall be at a distance of 10 meters starting from 0 (zero) Meter. For example, if the length of segment is 72 meters, the POMs shall be at 0M, 10M, 20M, 40M, 50M, 70M. The last POM shall be at 75th M to be recorded against Residual POM.

The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

<u>Depth between</u>	<u>Reduction of rate</u>
< 165 cms to >150 cms	5% of approved rates
<150 cms to > 100 cms	12.5 % of approved rates.
<130 cms. to > 100 cms.	25% of approved rates.
Below 100 cms.	40% of approved rates.

Measurement of Lengths and profiles of strata and protection:

1. The measurement of length of trenches is on running meter basis, irrespective of type of soil encountered while digging.
2. Type of protection provided (item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.
3. Measurement of length of cable: The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter / Measuring Tape. The length should be cross-verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
4. Measurement of other items: The measurement / numerical details of other items shall be recorded in the sheets provided for respective items viz.
5. Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber or Pre Cast RCC type.
6. Fixing, Painting and sign writing of route / joint indicators.
7. Termination of Cable in equipment room and No. of joints.
8. The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, than in any such events the measurements taken by Engineer-In-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
9. The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document 'procedures for underground cable construction' and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the DE(Mtce). Separate payment shall not be made to the contractor for excavation of such test checks, however such test pits shall

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

not be more than 10% of the cable laying work.

- 8.1.7.** Measurement of the work of cable pulling through pipe / duct will be taken equal to the length of the pipe / duct through which the cable has been pulled and not the total length of the cable pulled through pipe / duct.
- 8.2.** Inspection and Quality Control:
- 8.2.1.** The Quality of works: The importance of quality of Optical Fibre Cable Construction works cannot be over-emphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges depends up on quality of laying of Optical Fibre Cable. Further, the OF cable are vulnerable to damages due to work of other agencies.
- 8.2.2.** The quality of OF cable plant depends upon the quality of individual items of work involved viz. Depth of Cable laid, care while paying & laying, Protection, Jointing of Cables and Terminations in equipment room and at last but not the least on documentation of cable network. In order to ensure quality in cable construction work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.
- 8.2.3.** It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/ themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.
- 8.2.4.** An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractor's Performance Rating (CPR).
- 8.2.5.** In addition to Acceptance Testing being carried out by A.T. wing and supervision by Construction Officers, all works at all times shall be open to inspection of the GMTD, Tirupati. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.
- 8.2.6. Site Order Book:** The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by officers as well as contractors, will form as basis for operation of many contractual clauses. the contractor shall remove all the defects pointed out by the GMTD, Tirupati in the site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

8.3. Testing and Acceptance Testing:

- 8.3.1.** The testing shall be deemed to have been completed only after the same has been accepted by the A.T Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore pits after test measurements to its original shape. The contractor shall be responsible to provide test / measurement tools and testers for conducting various test.
- 8.3.2.** Scope of Acceptance and Testing: The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taking by A.T. Officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. Officer without any additional cost to the GMTD, Tirupati.
- 8.3.3.** Offering the work for acceptance and testing: The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.
- 8.3.4.** The contractor shall provide labour, if demanded by the A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

9. WARRANTY:

- 9.1.** The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the GMTD, Tirupati who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the acceptance testing.
- 9.2.** If it becomes necessary for the contractor to replace or renew any defective portion / portions of the material under this clause, the provisions of the clause shall apply to the

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

portion / portions material so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the GMTD, Tirupati, the GMTD, Tirupati may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the GMTD, Tirupati may have against the contractor in respect of such defects.

- 9.3.** The cable joint shall be guaranteed for a period of ONE year from the date of closing of joint. In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, within the stipulated period of guarantee the contractor shall repair the joint(s) at his own cost within 24 hours of informing him, failing which the GMTD, Tirupati may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work plus the cost of materials used shall be recovered from the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms and conditions of the tender. The cost of jointing kit, supplied by the GMTD, Tirupati, so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled.
- 9.4.** Replacement under warranty clauses shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.
- 9.5.** The spare Cable kept at joint chambers should not exceed 80 mtrs.

10. AUDIT AND TECHNICAL EXAMINATION:

- 10.1.** BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.
- 10.2.** Provided that BSNL, shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other hand under any term of the contract permitting payment for work after assessment by the GMTD, Tirupati or his subordinate officer.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

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

12. PAYMENT TERMS:

11.1. Procedure for Preparation and settlement of bills:

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

11.1.1.1 Procedure for preparation, processing and payment of running bills:

The contractor shall prepare the running 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 and the S.D.E. in-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the 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 running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.

- First copy of bill with first copies of measurement sheets of measurement book. (Payable copy).
- Second copy of bill with second copies of measurement Sheets of measurement book. (Not for Payment).
- * Third copy of the bill with photocopies of measurement sheets (Not for Payment).

11.1.1.2 The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy in record and record it in the estimate file maintained in his office and send first and second copies with all documents to relevant higher office for processing of bills and release of payment.

11.1.1.3. The office cell dealing with OFC 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 bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bills. Against any running bill, payment to the extent of only 90% shall be made which shall be treated as an advance to the contractor. 7.5% of the bill amount towards Performance Security Deposit and Statutory taxes (Income Tax etc.) applicable to contract shall be deducted at the time of payment from each running bill. Account payee cheque for the amount passed in the bill

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-received. Details of payment of all the bills shall be entered into contract's ledger by Work Section of the Planning Cell.

11.1.1.4 The contractor shall submit periodical returns as may be specified from time to time. GST **may be paid as applicable from time to time as per notification issued by central excise/income tax dept.**

11.1.1.5 In exceptional cases where work required for preferring a Running Bill can not be completed within reasonable time due to non-availability of stores or any other reason and where the GMTD, Tirupati is responsible for delay, the DGM (Tech) may permit payment of running bill (prepared without completing the work end-to-end for that unit of work) to the extent of 70% so that the contractor does not face resource crunch. Such payment shall be treated as an advance payment to the contractor like any other Running Bills.

11.1.2. Procedure for preparation, processing and payment of final bill: The contractor shall prepare the final bill in triplicate after acceptance and testing of all the works and submit the same to SDE incharge of work within 30 days of acceptance and testing and payment shall be made within three months if the amount of the contract is up to Rs.2 (two) lacs and in 6(six) months if the same exceed Rs.2 lacs, of the submission of such bill. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details:

The bill for all the quantities as per Measurements at the approved rates.

Adjustment of amount received against running bills.

Adjustment of performance security deposit and statutory taxes already recovered

Store reconciliation statement furnishing account of stores received against the work order and returned to the designated store godown as surplus with requisite verification from store in-charge / SDE incharge

Letters of grant of E.O.T(s), if work could not be completed within stipulated time.

Payment particulars of EPF for the labour engaged etc.,

The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates and submit the running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.

- First copy of bill with first copies of measurement sheets of measurement book. (Payable copy).
- Second copy of bill with second copies of measurement Sheets of measurement book. (Not for Payment).
- * Third copy of the bill with photocopies of measurement sheets (Not for Payment).

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

Bill prepared by the contractor.

Material reconciliation statement.

Measurement Book.

A/T certificates.

Paid copy of GST Tax

EPF Payment and records/Registers>Returns etc.as specified by the EPF authority.

The Site Order Book.

The hindrance register.

Details of recoveries / penalties for delays, damages to GMTD, Tirupati / Third Party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted. Details of empty cable drums cost which needs to be recovered from the bill.

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

11.1.2.3. The office cell dealing with OFC 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% payment against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.

11.2. Procedure for payment for sub standard works:

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

11.2.2. Timely action by Construction Officers: Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer / Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify / replace / remove the

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

sub standard item of work and also definite time period within which such rectification / removal / replacement has to be done. After expiry of the notice period, if the contractor fails to rectify / replace / remove the sub standard items, the defects shall be got rectified / replaced / removed GMTD, Tirupati or through some other agency at the risk and cost of the contractor.

- 11.2.3.** Non - reporting of the sub standard work in time on the part of Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.
- 11.2.4.** Authority and Procedure to accept sub standard work and payment thereof: There may be certain items of work pointed out as sub standard with may be difficult to rectify and in the opinion of the GMTD, Tirupati, the items in question will not materially deteriorate the quality of service provided by the construction, the GMTD, Tirupati shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one SDE and an Accounts Officer as members The committee shall take into account the approximate cost of material / work pointed out as sub standard and recommend the rates payable for sub standard work which shall not exceed 60% of the approved rates of the item in question.

11.2.5 Record of sub standard work:

The items adjudged as sub standard shall be entered into the measurement book with the red link.

12. DISPOSAL OF EMPTY CABLE DRUMS:

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

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

13. PENALTY CLAUSE:

13.1 Delay in the contractor's performance:

- 13.1.1.** The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and **shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the BSNL.** The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to **0.25 percent of the estimated amount per day of delay in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded.**
- 13.1.2.** On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.
- 13.1.3.** Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and / or by adjustment form the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bill on completion of work.
- 13.1.4.** In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the GMTD, Tirupati will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clauses of the bid document. All such payment shall be recovered from the contractor's pending bills or security deposit.
- 13.1.5.** The GMTD, Tirupati reserves right of cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issued of the work order.

13.2. Penalty for causing inconvenience to the Public:

- 13.2.1.** To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of cable laying by digging paved surfaced. In the event of contractor failing to comply with, these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept open beyond the time limit allowed may be imposed by the BSNL. This penalty will be in addition to that payable for delay or show work.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

13.2.2. The contractor shall not be allowed to dump the empty cable drums / waste materials in Govt. / public place, which may cause inconvenience to Govt./ Public. If the contractor does not dispose off the empty cable drums / waste materials within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums / waste materials from the bill / security deposit / along with the costs incurred by the BSNL in disposing off such materials. The GMTD, Tirupati may also levy a penalty up to Rs.1,000/- (One thousand only) of each such default.

13.2.3. If any such penalty is levied on a contractor for more than 2 occasions, then his / her contractor could be terminated. In this regard the decision of GMTD, Tirupati shall be final and binding.

13.3. Penalty for cutting / damaging the old cable:

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

Size of existing UG / OF cables cut / damaged	Amount of penalty per cut / damage
Up to 100 pairs cable	Rs. 500.00 (Five Hundred)
Above 100 pairs & up to 400 pairs	Rs.1,000.00 (One thousand)
Above 400 pairs	Rs.2,000.00 (Two thousand)
OF Cable of any size	Rs.5,000.00 (Five thousand)

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

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

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

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

14. Rescission / Termination of Contract:

14.1. Circumstances for rescission of contract: Under the following conditions the competent authority may rescind the contract:

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

- 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.

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

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

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

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

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

14.3. Termination for Insolvency:

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

14.3.1. The GMTD, Tirupati 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 remedy which has accrued or will accrue thereafter to the GMTD, Tirupati

. 14.4 Optional Termination by BSNL (Other than due default of the Contractor):

14.4.1. The GMTD, Tirupati may, at any time terminate, at his 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 or material, machinery and other equipment for use in or in respect of the work.

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

14.4.3. The GMTD, Tirupati may, at is option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

14.5 Issuance of Notice:

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

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

- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material / equipment belonging to the GMTD, Tirupati.
- b) The contractor shall give in writing the tools and plants he would like to take away / remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate GMTD, Tirupati 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.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

15. INDEMNITIES:

- 15.1.** The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith up on demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges of the contractor or damage to property resulting from or arising out of or in anyway connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the Government arising out of or incidental to or in connection with the operation covered by the contractor.
- 15.2.** The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

16. FORCE MAJEURE:

- 16.1.** If any time, during the continuance of this contract, the performance in whole or in part by either party or nay obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventually is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such even be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such nonperformance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the 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 60 days either party may, at his option terminate the contract.
- 16.2.** Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the 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 thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

17. ARBITRATION:

- 17.1.** In the event of any question , dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Andhra Pradesh 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

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

addition to the functions of the Chief General Manager Andhra Pradesh or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Andhra Pradesh or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and 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 Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 17.2. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 17.3. The venue of the arbitration proceeding shall be the Office of the Chief General Manager, A.P. Circle or such other places as the arbitrator may decide. The following procedure shall be followed:
- 17.3.1. In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 17.3.2. There should not be a joint submission with the contractor to the sole Arbitrator.
- 17.3.3. Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 17.3.4. The onus of establishing his claims will be left to the contractor.
- 17.3.5. Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 17.3.6. The "points of defence" will be based on actual conditions of the contract.
- 17.3.7. Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 17.3.8. The question whether these conditions are equitable shall not received any consideration in the preparation of "points of defence".
- 17.3.9. If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. **The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.**

18. SET OFF:

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

- 18.1.** Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of the BSNL 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 such other person or persons contracting through Govt of India.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION VI

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1. The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work / material passing the test successfully.
- 1.2. The GMTD, Tirupati reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the GMTD, Tirupati.
- 1.3. The GMTD, Tirupati reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4. The GMTD, Tirupati reserves the right counter offer price(s) against price(s) quoted by any bidder.
- 1.5. Any clarification issued by GMTD, Tirupati, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.6. Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7. All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer in Charge or Site Engineer, in charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8. The work in each section may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the GMTD, Tirupati
- 1.9. If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer in Charge within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of GMTD, Tirupati shall be final.
- 1.10. If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the 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 reasons of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

- 1.11.** Whenever any claims against the contractor for the payment of sum of money arises out of or under the contract, the 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 the GMTD, Tirupati. 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 recover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.
- 1.12.** No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering GMTD, Tirupati or any other GMTD, Tirupati of the BSNL is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL. This contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.13.** In the event of the contract being, adjusted insolvent or going voluntarily into liquidation of 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 GMTD, Tirupati shall have the power to terminate the contract without any notice.
- 1.14.** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD, Tirupati on behalf of the President can terminate the contract without compensation to the contractor. However GMTD, Tirupati, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of GMTD, Tirupati shall be the final.
- 1.15.** In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

1.16. Interpretation of the contract document:

- 1.16.1.** The representative of GMTD, Tirupati and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to GMTD, Tirupati 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.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

1.17 Notification:

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

1.18 Shut down on account of wealth conditions:

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

2. STORES SUPPLIED BY THE GMTD, Tirupati :

- 2.1. At no point of time the contractor shall be issued stores of value more than the contractor's material security as per the relevant clause . If at all the work requires more amount of materials to issued to the contractor, then the security shall suitable be revised before the issue of the store and the contractor will not have any objection to it.
- 2.2. The contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor.
- 2.3. All materials supplied to the contractor by the BSNL shall remain the absolute property of GMTD, Tirupati and shall not be removed form site of the work except for use in the work and shall be at all times open to inspection by the Representative of GMTD, Tirupati. In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office / store of the contractor such site office / store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.
- 2.4. **The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the BSNL, which in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity / quality of the materials.**
- 2.5. The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work any discrepancy of difference between

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

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.

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

3. EASEMENTS, PERMITS, LICENSE AND OTHER FACILITEES:

- 3.1. The contractor shall obtain / provide at his own cost all easements, permits and license necessary to do its work except for the following which shall be provided by the Representative of the GMTD, Tirupati

- a) "Right of User" easements and permits.
- b) Railway and Highway crossing permits including bridge.
- c) Canal / Stream crossing permits

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

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

- 3.4. The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, 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 BSNL is not able to provide above mentioned permits et. in time then the extension of time limit shall be provided as per EOT clause given in tender document.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

4. QUALITY OF WORK:

- 4.1. The GMTD, Tirupati shall be the final judge of the quality of the work and the satisfaction of the GMTD, Tirupati in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and / or its representative shall not manifest a change or intent of waiver, the intension being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of GMTD, Tirupati has the right to prohibit the use of men and any tools, material and equipment which in his opinion do not produce work or performance meet the requirement of the contract document.

5. TAXES AND DUTIES:

- 5.1. Contractor shall pay all rates, levies, 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 the BSNL from and against the same or any default by the contractor in the payment thereof.

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1. The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2. If the excavation of 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 the BSNL regulations as to placing of warning boards (Minimum size 3'x2'), 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 under ground or above ground structure and / or property crossing or adjacent to the cable trench being excavated.
- 6.3. Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in public street. The contractor in writing shall obtain the detailed engineering instructions from the

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

Divisional Engineer of the area.

- 6.4. The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5. The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connections therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.
- 6.6. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

LIQUIDATED DAMAGES

- 7.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.
- 7.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

7.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

7.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:

- (a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
- (b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
- (c) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
- (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
- (e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

shall be levied.

Note : 1. In case of turnkey projects, the additional BG and LD clauses related to delay in Installation & commissioning activities, shall be fine-tuned to meet the requirements of the project and shall be included in the special conditions Section-5 Part B of the concerned bid document) after approval of the Management. In these cases, the tender approving authority as per delegation of financial powers shall be competent authority to decide applicability of LD on the Installation and commissioning portion in case delay is on part of BSNL. However, for supply of equipment in such projects, the terms and conditions.

8. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

8.1.1 Obtaining License before commencement of work:

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

8.1.2. The contractor shall comply with all provisions available towards fulfillment/ compliance of the provisions of EPF and Misc. provisions Act 1952 and employees Provident Fund Scheme 1952 in respect of Labourers / Employees engaged by them for performing the works of BSNL.

Each Claim bill of the Contractor must accompany

- i) the list showing the details/ Employees engaged,
- ii) Duration of their engagement,
- iii) Amounts of wages paid to such employees/labours for the duration in question,
- iv) amount of EPF Contributions (both employer's & employee's contribution) for the duration of engagement in question, paid to the EPF Authorities,
- v) Copies of authenticated documents of payment of such contribution to EPF authorities and
- vi) a declaration form the contractors regarding compliance of the conditions of EPF Act, 1952. If the certificate and the challan/receipt as above are not furnished, 16% of the bill amount will be deducted and retained as deposit. The deposit will be refunded to the contractor only on submission of the challan / receipts or document for exemption.

8.2. Contractors Labour Regulations:

8.2.1. Working Hours:

8.2.1.1. Normally working hours of an employee should not exceed 9 hours a day.

The working day shall be so arranged that inclusive of interval for rest, if any, it shall

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

- not spread over more than 12 hours on any day.
- 8.2.1.2.** When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 8.2.1.3.** 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.
- 8.2.1.4.** 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.
- 8.2.1.5.** Where the contractor 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.
- 8.2.2. Display of Notice Regarding Wages etc.:**
The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.
- 8.2.3. Payment of Wages.**
- 8.2.3.1.** The contractor shall fix wage periods in respect of which wages shall be payable.
- 8.2.3.2.** No wage period shall exceed one month.
- 8.2.3.3.** The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 8.2.3.4.** Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 8.2.3.5.** All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

- 8.2.3.6.** Wages due to every worker shall be paid to him direct or to other person authorized by him in the behalf.
- 8.2.3.7.** All wages shall be paid in current coin or currency or in both.
- 8.2.3.8.** Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 8.2.3.9.** A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-In-Charge under acknowledgment.
- 8.2.3.10.** It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-In-charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 8.2.3.11.** The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-In-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:

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

8.2.4. Fines and deductions which may be made from wages

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

- a) Fines.**
- b)** Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c)** Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d)** Deduction for recovery of advances or for adjustment of over payment of

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

wages, advances granted shall be entered in a register.

- e) Any other deduction, which the Central Government may from time to time allow.
- 8.2.4.2.** No fines should be imposed on any worker in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 8.2.4.3.** No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 8.2.4.4.** Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- 8.2.5.** Labour records:
- 8.2.5.1. i)** 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.
- ii)** The contractor shall maintain all the records pertaining to EPF as per the Act in force. These records are liable for inspection and any irregularities will attract punishment as per the EPF Act.
- 8.2.5.2.** The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI or the CL(R&A) Rules 1971.
- 8.2.5.3.** The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form SVII of the CL(R&A) Rules 1971.
- 8.2.5.4.** Register of Accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars.
- a) Full particulars of the labourers who met with accident.
 - b) Rate of wages.
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident.
 - g) Date and time when admitted in hospital
 - h) Date of discharge from the hospital
 - i) Period of treatment and result of treatment.
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

o) Remarks.

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

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

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

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

8.2.6. Attendance card-cum wage slip:

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

8.2.6.2. The card shall be valid for each wage period.

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

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

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

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

8.2.7. 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.

8.2.8. Service certificate

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

8.2.9. Preservation of labour records

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

8.2.10. Preservation of records of EPF Deductions and payments

The EPF records such as deductions and payments shall be preserved in original for a period of 2 years from the date of last entries made in them and shall be made available for inspection by the concerned officer or any other officer authorized.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

8.3. Power of labour Officer to make investigations or enquiry :

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

8.4. Report of Investigating Officer and action thereon

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

8.5. Inspection of Books And Slips

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

8.6. Submission of Returns

The contractor shall submit periodical returns as may be specified from time to time.

8.7. Amendments

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

9.0. INSURANCE:

9.1. Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men materials etc. brought to the site and for all the work the plant, 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 GMTD, Tirupati of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the GMTD, Tirupati may require.

10. COMPLIANCE WITH LAWS AND REGULATON:

10.1. During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental Agency or GMTD, Tirupati, municipal board, Government of other regulatory or Authorized body or persons

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

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 contract to whom 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 .

as to undertake to save and hold the Government harmless and indemnified from and against any / all penalties, actions, suits, losses and damages and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or subcontractor to make full and proper compliance with the said by-laws, Rules Regulations, Laws and order and provisions as aforesaid.

11. TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches / ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites 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.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION VII

SCOPE OF WORK AND JURISDICTION OF CONTRACT

A. SALIENT FEATURES OF THE TENDER

- 1. Eligibility of Contractors:** All reliable / reputed contractors having experience for execution of “Trenching, Pipe Laying, reinstatement of excavated trench, OF Cable Pulling and Splicing works” are eligible to participate.
2. The Bid Document consists of 61 pages.
3. The Tenderer should quote the percentage below / above / at par rate in figures and words for all the works in the prescribed format in the Section-XV. GST Tax is payable as applicable. The Income Tax and Works Tax will be deducted at source as applicable at the time of payment of bills. The rate quoted should be inclusive of all taxes.
4. The contractor should comply with all provisions of EPF and Misc. provisions ACT 1952. GST Tax and Works Tax.
5. The Contractor should supply the materials if any as per the BSNL Specifications.
- 6. The contractor should carry out OF Cable pulling including all associated works like digging of manholes, joint pits and reinstatement, transportation of Cable drums and RCC Chambers and sand filling at prefixed rates.**

B. 1. SCOPE OF WORK: Sealed tenders are invited from the eligible contractors for carrying out the works like OF Cable trenching, PLB Pipe laying, OF Cable pulling and splicing works in various routes in Tirupati Telecom District. The approximate OF Cable route length in KMs each spur route wise is furnished in the Tender Notice. The eligibility conditions and the qualifications have been furnished in the tender document. The tenderer has to submit various documents in proof of his eligibility. The tenderer has to furnish bid security (EMD) in the form of a DD drawn in favor of A.O.(Cash), O/o G.M.Telecom District, BSNL, Tirupati or in the form of cash receipt obtained from A.O.(Cash), O/o G.M.Telecom District, BSNL, Tirupati after paying the bid security amount in cash. The bid security (EMD) amount varies depending upon OF Cable route length. The OF Cable and PLB pipe shall be supplied by BSNL. The safe upkeep of the stores supplied for execution of work and safe execution without damaging the already existing Under Ground assets such as OF Cables of BSNL as well as other operators, other assets belonging to other Utility GMTD, Tirupatis shall be the responsibility of the approved tenderer/contractor. The Contractor shall have to pay compensation charges towards damages as demanded by the concerned. As per the standing instructing on the subject, if BSNL's OF Cable is damaged the compensation charges payable for each of the cable damage shall be Rs.50,000/- (Rupees Fifty thousand only). The approved tenderer has to pay material security, performance security etc., before he is awarded with work. The detailed conditions, information about the work and the technical specifications etc., are described in the tender document.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

1.1. The Optical Fibre Cable is laid through HDPE/PLB Pipes buried at a nominal depth of 165 Cms. The steps involved in OF Cable construction are as under:

- i)** Excavation of trench up to a nominal depth of 165 cms, according to construction specifications along National / State Highways / other roads and also in city limits as mentioned in the notice inviting tender.
- ii)** Laying of HDPE/ PLB pipes / coils coupled by HDPE/PLB sockets in excavated trenches, on bridges and culverts, drawing of 6 mm Polypropylene para pro rope (PP.rope) through the HDPE/PLB pipes/coils as per Construction Specifications and sealing of HDPE/PLB pipe ends at every manhole by HDPE/PLB end caps of suitable size.
- iii)** Providing of mechanical protection by R.C.C. Pipes / GI pipes and/or concreting/ chambering according to construction specifications, wherever required.
- iv)** Fixing of GI pipes / troughs with clamps at culverts / bridges and / or chambering or concreting of G.I. Pipes / troughs, wherever necessary.
- v)** Back filling and dressing of the excavated trenches according to construction specifications.
- vi)** Opening of manholes (of size 3 meters x 1 meters x 1.65 meters depth), replacing existing 6mm P.P. rope by 8 mm P.P. rope (from manhole to manhole) for ensuring smooth passage for pulling the cable. Pulling of Optical Fibre Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the HDPE/PLB pipes, putting split HDPE/PLB pipes and split RCC pipes with proper fixture over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.
- vii)** Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilometers of internal size of 1.5 mtr x 1.5 mtr x 1.2 mtr using bricks and mortar or fixing pre-cast jointing chamber of internal diameter of 1.2 meter filling of jointing chamber with clean sand, placing either pre-cast RCC cover of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.
- viii)** Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms., fixing of route indicator / joint indicator, concreting and back filling of pits. Painting of route indicators with yellow colour and joint indicator by red colour and sign writing denoting route / joint indicator number, as per construction specifications.

1.2 ALLIED ACTIVITIES:

1.2.1 Transportation of Materials: The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot at Tirupati. In some cases the materials may be available at sub-divisional store godown. The contractor shall be responsible for transporting the materials, to be supplied by the GMTD, Tirupati or otherwise to execute the work under the contract, to site at his / their own cost. **The costs of**

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

transportation are subsumed in the standard schedule rates and therefore no separate charges are payable on this account.

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

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

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

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

2. COST OF WORK:

The estimated cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on standard scheduled rates mentioned in this tender document. The actual quantum of work may vary based on the actual requirement but generally being limited to + / - 25% of the indicated route KM given.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB/GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION VIII

MATERIAL SECURITY BOND FORM

Whereas (hereinafter called "the Contractor") has been awarded the contract of cable construction work, as per tender number _____

KNOW ALL MEN by these Presents that We..... of having our registered office at _____ (hereinafter called " the Contractor ") are bound unto and truly to be made of the said GMTD, Tirupati, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor is unable to keep stores issued to him, properly, i.e. the store provided to the Contractor, by the GMTD, Tirupati are damaged or
2. The stores issued to the Contractor by the GMTD, Tirupati are stolen or
3. The Contractor is not able to provide proper account or the stores issued to him / her / them by the GMTD, Tirupati.

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

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

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION IX
AGREEMENT

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 unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the President or India of India here in after referred to as the Government, of other part.

Whereas the Contractor has offered to enter into contract with the said Government for the execution of work of trenching & pipe laying, OF cable pulling, OF cable Splicing and termination, preparation of joint chambers, fixing, painting and sign writing of route / joint indicators and other associated works in GMTD, Tirupati on the terms and conditions herein contained and the rates approved by the Government (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

1). The Contractor shall, during the period of this contact that is to say from to or completion of work for Rs. (In words) whichever is earlier or until this contact shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labour employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching , pipe laying, cable pulling, cable splicing, joint chamber preparation, fixing, paining and sign writing of route indicators and other associated works as described in tender documents (annexed to the agreement), when the GMTD, Tirupati or any other persons authorized by GMTD, Tirupati in what 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 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

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

for the proper execution of work within the time prescribed in the work orders.

4) The Contractor hereby declares that nobody connected with or in the employment of the 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 the Government 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

Signed & Delivered on behalf of
the CMD,BSNL by the

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION X

POWER OF ATTORNEY

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

NIT No. GMTD/PLG/TRP/E-Tender OF cable/2020-21/1 Dated Tirupati the 21.10.2020.

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

Order of Preference

Name:

Specimen Signature:

I

II

Alternate Representative

Signature of Bidder

Office authorized to sign the Bid
Documents on behalf of the Bidder.

- No. 1: Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- No. 2. Permission for entry to the hall where bids are opened, may be refused in cases authorization as prescribed above is not received.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION XI

List of scanned the documents to be submitted online with the technical bid

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents / deposits will be liable to be rejected.

I. EMD paid receipt.

II. Cost of Tender Document

III. The copy of Experience Certificate issued by the competent authority i.e., not below the rank of an STS Officer of BSNL duly attested by a Gazetted officer.

IV. Attested copies of PAN Card .

V. The registration of the firm / Authorized copy of partnership deed in cases of partnership firm.

VI. Solvency certificate from the banker of the tenderer - Up to works costing Rs.10 Lacs - Rs. 1 Lac; For works costing more than 10 Lacs - Rs. 2 Lacs. The solvency certificate shall be valid for the financial year.

VII. Bid Form, duly filled in, as per section II of the tender document.

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

IX. Original "Power of Attorney" in case person other than the tenderer has signed the tender document. (Refer Section X)

X. Certificate stating that none of his / her near relative is working in the BSNL Unit. (Refer Section XIII).

XI. Attested copy of GST Registration Certificate.

XII. Attested copies of Registration Certificate from GMTD, Tirupati of Labour, ESIC, E.P.F. etc.

Note:- All the attested copies shall also be self attested by the Bidder and uploaded online in Technical BID.

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION - XII

RATES OF EMPTY CABLE DRUMS

S.No.	Size of Drum	Rate of Disposal
1.	Optical Fibre Cable Drum	Rs.300/-

These are the rates of the Empty Cable Drums which have to be deducted from Contractor's bills as per tender document.

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

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION - XIII

CERTIFICATE

The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, the proprietor will give certificate. For partnership firm, certificate will be given by all the partners and in case of limited company, by all the Directors of the company excluding Government of India / Financial institution nominees and independent non-official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be Cancelled and Bid Security / Performance security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit:

The near relatives for this purpose are defined as:

- a) Members of a Hindu undivided family
- b) They are husband and wife
- c) The one is related to the other in the manner as father, mother, son(s) & Son's wife(daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I

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

Signature of the tenderer with seal

I hereby certify that no part of the tender schedule is modified or altered while downloading from the web.

Signature of the tenderer with seal

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION XIV

**Rates for O F Cable Construction & Maintenance for TM/EB /GSM/FTTH in Tirupati
SSA, for the Year 2020-21.**

The Materials will be supplied by the GMTD, Tirupati which are made available at main stores/SDCA stores and the issued material will be transported to work place by the contractor.

Schedule of rates

Sl. No	Description of the Item	Schedule Rate/unit
1.1	Excavation of trenches in all Soils to a standard depth of 1.65m as specified in laying practices of OF cable, (Blasting prohibited) and backfilling the excavated trenches after laying the PLB pipe (with or without protection)	Rs 150/m
1.2	Horizontal Directional Drilling for laying of U/G PLB/ HDPE pipes to a standard depth of 1.65m as specified in laying practices of OF Cable, by HDD method	Rs 500/m
2	LAYING OF PLB Pipe/HDPE COUPLED WITH SOCKETS (Material will be supplied by BSNL)	
2.1	40mm dia 1 st pipe	Rs 3/m
3	OFC PULLING (OF Cable & Accessories will be supplied by BSNL)	
Pulling of O.F Cabl , and allied works (VIZ. Replacing couplers and Bank filling in case of Manholes Sealing of PLB ends, refilling sand ,Refixing RCC cover and backfilling in case of joint chamber / Manhole). No. charges to be paid for opening of Manholes/Joint chamber.		
3.1	Up to 24F	Rs 6/m
3.2	24F to 48F	Rs 9/m
4	OVER HEAD OFC PULLING (OF Cable will be supplied by BSNL) OF cavke to be tied at each post promptly	
4.1	Up to 12F	Rs 5/m
4.2	24F to 96F	Rs 8/m
5	Boring & RCC WORKS	
5.1	Boring /Cutting (Morrum/Pucca Road) Black Top or Concrete Road (Depth 1.65m) at Road Crossing and any other unavoidable hindrance.	Rs325/m

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

5.2	Providing CC protection in the ratio of 1:2:4 for end-casing PLB Pipe /GI Pipe/DWC Pipe in Roads, Bridges, Crossings and Culverts and for low depth protection , or on wheel guard of bridge as specified in the construction practices of OF cable construction ,including materials.	Rs 4500/Cu.m
6	JOINTING CHAMBER	
6.1	Provision of Pre-cast RCC Ring of 1.2 meter dia and 0.3 meter height with base & cover.	Rs1000/chamber
7	ROUTE /JOINT INDICATOR	
7.1	Digging of pit 1 meter towards jungle side on each manhole /joint chamber for fixing of Route /Joint Indicator , including Supplying,Fixing and Concreting of routes/Joint indicator Painting and sign writing of Route/Joint Indicators.	Rs300/each
8	OTHER ALLIED WORKS	
8.1	Cost of digging and reinforcement of pits(1 X 1 X 1.65 M) tracing of OF cable and assisting the splicer.	Rs1200/unit
8.2	Cost of Opening and closing OAN chambers and assisting the Splicer	Rs1000/unit
8.3	AB Post Errection	Rs 600/unit
8.4	AB Post Recovery	Rs 500/unit
8.5	Recovery of OFC cable upto 12F	Rs 2/m
8.6	Recovery of OFC cable 24F to 96F	Rs 4/m

Signature of the Bidder

**Tender for O F Cable Construction & Maintenance Works in TM/EB /GSM/FTTH in
Tirupati SSA, for the Year 2020-21**

SECTION XV

FINANCIAL BID

To,

**The General Manager,
Telecom District., B.S.N.L.,
TIRUPATI- 517501**

**Sub:- Tender for OF Cable Construction & Maintenance Works in TM/EB
/GSM/FTTH in Tirupati SSA, for the Year 2020-21**

Ref: GMTD/PLG/TRP/E-Tender OF cable/2020-21/1 Dated Tirupati the 21.10.2020.

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the undersigned offer to execute the trenching and pipe laying works and all other associated works in conformity with the said specifications and conditions of contract in Location : Complete Chittoor SSA

Sl. No.	Tender No	Rate quoted in (Figure / Word)	Rate quoted by bidder in %		
			Below	At par	Above
1	Tender No: GMTD/PLG/TRP/E-Tender OF cable/20-21/1 Dated at TRP 21.10.2020	Figure			
		Word			

If our Bid is accepted, we shall submit the securities as per conditions mentioned in the contract. We agree to abide by this Bid for a period of 240 days from the date of opening of 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 Bidder