

E-Tender for Laying of low count over head OF cable works in Krishna SSA for the year 2020-21



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM
DISTRICT,BSNL VIJAYAWADA – 520004.

**E-TENDER FOR LAYING OF LOW COUNT OVER HEAD OF
CABLE WORKS IN KRISHNA SSA FOR THE YEAR 2020-21**

E-TENDER No. VTD/SDE (Plg,L&B)/E-tender for laying 4F OH Cable/20-21/7 dated at Vj 28.11.2020

OFFICE OF THE GENERAL MANAGER TELECOM
DISTRICT,BSNLBHAVAN,CHUTTUGUNTA, VIJAYAWADA-520004.

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BHARAT SANCHAR NIGAM LIMITED

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TECHNICAL BID

SECTION-1

NOTICE INVITING TENDERS

1. Tenders are invited through **e - tendering process** by the General Manager, Telecom DISTRICT, BSNL, BSNL Bhavan, Chuttugunta, Vijayawada – 520 004 from the eligible contractors for Laying of low count over head OF cable works **estimated cost ±25% of Rs. 10.00.000/-**(Rupees ten Lakhs only) in BSNL Krishna SSA area.

Accessibility of e-Tender Document: Tender document can be obtained by downloading it from the website www.ap.bsnl.co.in. The tender document for participating in E-tender shall be available at <https://etenders.gov.in> from 01-12-2020 from 15.00 hrs onwards.

Bidders must register on the e-tender portal if not already registered earlier (at <https://etenders.gov.in>) (refer point no 4 of Special instructions to bidders for e-tendering), and follow all instructions for participating in bidding for the tender. **(Please note that the bidders cannot participate in the tender without downloading official copy of the tender document).**

Note 1: The Tender document shall not be available for download after the date / time of closure of procurement of tender document.

DD / Bankers cheque of an amount of Rs. 590/- drawn in favour of AO (Cash) O/o GMTD,BSNL, Vijayawada shall have to be submitted towards tender document fee, failing which the bid will be rejected. All NSIC/MSME registered bidders are exempted from paying the document fee and EMD

BSNL, Vijayawada telecom district, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

2. Sale of physical tender Document: Not applicable.

3.Eligibility Criteria: The bidder should be experienced contractors of BSNL, Railways, CPWD, Private Telecom. Operators, (Sub contract not eligible) ITI, HCL, TCIL etc.

Copy of registration/authorization shall be enclosed to the bid. The bidders shall be willing to extend the contract and willingness for extension shall form part of the bid.

4.Experience: The bidder should have successfully executed a total of 20 Kms cable laying works including Over Head OF Laying works during the last 3 financial years from 2017-18 onwards. The experience certified by an Officer of concerned organization not below the rank of AGM/SE/Dy. STE/ Sr. Manager and above in private Telecom. &PSU should be submitted

5.EMD: The bidder shall furnish the bid EMD in the form of DD for an amount of is Rs.25,000/- from any bank drawn in favour of AO (Cash) O/o GMTD ,BSNL, Vijayawada. All NSIC/MSME registered bidders are exempted from payment of EMD.The NSIC/ MSME registration certificate should be currently valid.

6. Tender Document available at	15:00 Hrs of 01/12/2020
7. Last date & time for downloading of tender document: up to	12:00 Hrs of 22/12/2020
8. Last date & Time for uploading Tender document at	13:00 Hrs of 22/12/2020
9. Bid opening date & Time at	15:00 Hrs of 23/12/2020

Note 2:- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

10.Place of opening of e – Tender bids:

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

Note: However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE in room no 006, Ground Floor, BSNL Bhavan, Chuttugunta, Vijayawada where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

11.Tender bids received after due time & date will not be accepted.

12.Incomplete, ambiguous, Conditional, tender bids are liable to be rejected

13.The G.M.T.D.VJ reserves the right to reject any or all the tenders or cancel the tender process at any stage without assigning any reason and is not bound to accept the lowest tender. GMTD, VJ also reserves the right to select one or more contractors.

The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal(<https://etenders.gov.in>).

In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note: - All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature.

**O/o AGM CFA, Room No. 006,
Ground Floor, BSNL Bhavan,
Vijayawada-520004,
Mail ID: agmplgvj.bsnl@gmail.com**

SECTION-2
TENDER INFORMATION

1. Type of tender: Single Stage bidding- Two stage opening using two electronic Envelopes

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

2. Bid Validity Period: 180 days from the tender opening date and can be extended **validity of bid offer for acceptance by BSNL**

3. The tender offer shall contain two electronic envelopes the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quotes.

4. Submission of Tender: The Technical bid should be submitted online in the portal by uploading the scanned copies of documents mentioned in point 5 of Tender Information. The DDs and power of Attorney bid should be submitted offline by dropping in the tender box provided in Room no 006, O/o AGM CFA, Ground floor, BSNL Bhavan .Vijayawada before **13:00 hrs on 22-12-2020**

The financial bid should be submitted online only. No other mode of submission of financial bid is accepted under any circumstances.

5. List of documents to be attached with Technical bid:

1. Demand draft for is Rs.25,000/- towards EMD drawn in favour of AO(Cash) O/o GMTD,BSNL Vijayawada from any Bank.
2. Experience Certificate to be submitted in Technical Bid duly certified.
3. Proof of Registration/ Partnership Deed only for firms & Companies (Attested Xerox copy). In case of individual, no proof of Registration is required, but an undertaking is to be submitted (as per proforma) Annexure II.
4. EPF and ESI proof (Attested copy)
5. GST Registration certificate with Last 3 years GST returns audited by CA (2017-18,2018-19,2019-20)
6. Solvency Certificate for not less than Rs. 2 Lakhs from any Bank, which should not be older than ONE year from the date of issue of NIT.
7. Declaration of near relatives in BSNL (As per the proforma) Annexure-I.
8. License from Labour Commissioner under contract labour (R&A)act,1970 or undertaking to submit the same before execution of agreement.
9. Certificate under " The Building and other construction workers welfare cess act" 1996 or undertaking to submit the same before commencement of work.
10. Certification regarding down loading of application from internet (Annx. III) and DD drawn from any banks towards cost of the Tender Document for Rs.590/- drawn in favour of AO (Cash) O/o GMTD, Vijayawada.
11. Self attested copy of PAN CARD of the bidder.
12. Self declaration stating that the firm / individual not black listed / debarred as on date in annexure-IV.
13. Tender documents digitally signed for having read it & accepted it.
14. Tender/ Bid form duly filled & signed in all pages where required for off line submission.
15. All other documents required as per the conditions of tender document.
16. Last 3 years(2017-18,2018-19,2019-20) income tax returns audited by CA

Note: EMD & cost of tender document should be submitted in original in physical form.

6. Financial envelope (online) shall contain:

Financial bids along with Price Schedule with all relevant bid annexure. The rate quoted should be exclusive of GST etc. Financial bid should be submitted online through portal only. **No other mode of submission of financial bid is accepted under any circumstances.**

The following documents are required to be submitted offline (i.e. offline submissions) to AGM CFA, R.No.006, Ground Floor, BSNL Bhavan, Chuttugunta, Vijayawada-520004.

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The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i. EMD – Bid security (original copy)
- ii. DD/ Banker's cheque of Tender schedule fee
- iii. Power of Attorney

Evaluation of Tender: There will be two types of evaluation.

- a. Technical /Pre-selection Bid.
- b. Financial/ Price Bid.
- c. On the day of opening of tenders only Technical Bids will be opened. Financial bids will not be opened on that day.
- d. Based on the result of the technical screening, Financial Bids will be opened on a specified date and will be intimated to all technically qualified bidders.
- e. Only one authorized representative from each tenderer will be permitted to be present at the time of opening of bids.

7. VENUE OF THE OPENING OF TENDERS: O/o AGM CFA, Room no.006, Ground floor, BSNL Bhavan, Chuttugunta, Vijayawada-04.

Note: At the time of opening the bids, initially offline submission envelope of all bidders will be opened. The Electronic envelope consisting Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions.

In case where the documents of bid security etc. are not submitted in the manner prescribed above, bid of the bidder shall be rejected. An index showing the details of documents uploaded must also be uploaded.

Note 1:- All statutory taxes as applicable shall be deducted at source before payment.

SECTION-3

GENERAL INFORMATION

DEFINITIONS:

1.The **CONTRACT** means the documents forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the contractor together with the documents referred to therein including the conditions, specifications, designs, laying and instructions issued from time to time by the G.M.T.D Vijayawada or his authorized officer and all those documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expression shall unless the context otherwise required have the meaning hereby respectively assigned to them.

2A.The expression **WORK** or **WORKS** shall unless thereby something either in the subject or context repugnant to such construction be construed and taken to mean the works by or virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

2B. The **CONTRACTOR** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company or the successor of such firm or company and the permitted assignee or such individual or firm or firms or company.

2C.BSNL means the Bharat Sanchar Nigam Limited and its successors.

2D.The **ENGINEER-IN-CHARGE** may be the Divisional Engineer or Sub-Divisional Engineer as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the BSNL, and shall include his successors in office by whatever change in designation he is called.

SECTION-4 a

GENERAL CONDITIONS

1.Single Stage bidding- Two stage opening using two electronic Envelopes

Note: The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened. Tenders received after the prescribed date and time will not be entertained.

2.Each tenderer should pay EMD as prescribed through demand draft / Bankers Cheque drawn in favour of "AO CASH, O/o GMTD, BSNL, Vijayawada." from any bank. The D.D. / Bankers Cheuqe in original should be enclosed with tender schedule fee and dropped in the tender box provided in room no. 006, Ground floor, BSNL Bhavan, Chuttugunta, Vijayawada. Tenders without the EMD will be summarily rejected and no correspondence shall be entertained in this regard.

3.The tenderers should scrutinize carefully all the clauses appearing in the tender forms (complete set of the tender schedule) and to sign in token thereof at relevant places.

4.The approximate quantum of work as specified in this tender schedule may increase or decrease by 25% of the quantities proposed and no claim for any compensation for variation in quantum of work will be entertained, for all over NIT of tender document.

5.When the tender is received by the administration, it will be understood that the tenderer(s) has/have gone through carefully in detail all the instructions /general conditions, tender conditions, for the execution of the work and that the points and doubts and interpretations are clarified by the proper authority of the BSNL administration.

6a) On the day of opening of the tenders only technical bids shall be opened, The bids will be later evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.

6b) The evaluation of the tender will be made based on the lowest price quoted by bidders for Laying of low count over head OF cable works. The tenderer(s) should quote his/their price / rate in the schedules provided.(**The financial bid should be submitted online only. No other mode of submission of financial bid is accepted under any circumstances..**)

7.A) (I) Technical Bid Evaluation shall be done on:

a. Fulfillment of experience conditions of tender as detailed in page-3 under item 4.

b.Fulfillment of technical specifications of the tender in respect of all items mentioned under **Specification of the Laying of low count over head OF cable works.**

c.All documents mentioned in page no.5 under point 5 should be submitted unless they are not applicable to the Bidder. Else the bid will be treated as substantially nonresponsive.

d.Bid determined as substantially non responsive shall be rejected by TEC and shall not be subsequent to bid opening, be made responsive by tenderer by correction of nonconformity.

(II).Financial Bid: The Financial bids of techno commercially compliant bidders only shall be opened. These bids will be evaluated on the basis of the lowest price quoted by bidders

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B. Warranty: The contractor shall warranty that the material supplied for the work shall be new and free from all defects & faults in material, work man ship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for the materials of the type ordered and shall perform in full conformity with the specifications and layings. 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 work man ship 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 BSNL who shall state in writing in what respects the stores are faulty. The warranty shall survive inspection and acceptance of goods, but shall expire in twelve months after the acceptance testing except in respect of complaints notified prior to such date.

8.Tenders with unworkable rates **or** tenders with same rates overall quoted by a group of tenderers are liable for rejection.

9.The GMTD Vj reserves the right to consider other factors viz. Experience, credibility etc. in finalizing tender apart from the percentage quoted.

10a.The tender is valid for a period of one year or on completion of the estimated cost/ quantity which ever is earlier. it can be extended by another 1(one) year with a span of six months at a time and $\pm 25\%$ of tender value.

10b.In no circumstances the value of the work awarded shall be beyond $\pm 25\%$ of the approved Tender value.

11.The GMTD reserves the right to decide the number of contractors ie either one or more in Krishna SSA in order to complete the targeted works in time.

12.The quantity/amount of Laying of low count over head OF cable works to be taken in One Year in Krishna SSA area given in NIT are tentative. Actual work may vary upto $\pm 25\%$ of quantities projected in the tender.

13.The GMTD reserves the right to reject any or all the tenders without assigning any reason and will not be bound to accept the lowest tender. He reserves himself the right of accepting the whole or a part of the tender and his decision in the matter shall be final and binding upon the tenderer(s).

14.The GMTD,VJA may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder. GMTD VJA reserves the right to call for documents from any bidder incase of ambiguity found in the documents submitted before opening of the financial bid.

15.The acceptance or rejection of the tender rests with the GM Telecom District, Vijayawada and his decision will be final.

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16.If the information/documents furnished in the tender are found to be false or forged, within, before or after the award of work, the SD/EMD shall be forfeited and the firm shall be blacklisted.

17.The work is distributed among the approved contractors maintaining the 40% of total work to L1 tenderer.

18.Multiple Bidders: The distribution of the quantity among multiple bidders shall be as given in table below.

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

18A. Work will be awarded as per serial no. 11 of section 4a for carrying works for the same rates of L1 (Including L1).

4 b. TENDER CONDITIONS

CLAUSE 1 : Earnest Money Deposit (EMD) or bid security :

1.The earnest money shall be paid by all the bidders to enable the government to ensure that the bidder does not refuse to execute the work after it has been awarded to him. In case, where the successful bidder fails to enter into agreement the work awarded to him, the earnest money deposit is absolutely forfeited to the BSNL . EMD is fixed as 2.5% (Rs25,000/-) of the estimated cost ie Rs10,00,000/-

2.Exemption from deposit of EMD : (A) The public sector enterprise/ undertakings under the administrative control of the Ministry of Communications are exempted from payment of EMD. This exemption is not extended to other PSUs of Center/State Governments.

(B). EMD is exempted for firms registered with bodies specified by MSME (Ministry of Micro & Small and Medium Enterprise) / NSIC.

(C). Tender document cost exemption for contractors having NSIC / MSME certificate.

(D). If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

3.Mode of Deposit: The EMD shall be accepted only in the form of Account payee demand draft/Bankers Cheque in the name of Accounts Officer (Cash) O/o GMTD,BSNL, Vijayawada as mentioned in the bid document/NIT.

4a. Refund of EMD :EMD of unsuccessful bidders shall be refunded on finalization of contract. The EMD is a non - interest bearing deposit.

4b. EMD will be returned on finalizing of the contract provided the bidders have paid 10% of SD through DD or Bank Guarantee to the quantity of work awarded

5.Forfeiture of EMD: If the bidder withdraws his tender during the tender finalization period or makes any modifications in the terms & conditions of the tender, before acceptance of the tender, which are not acceptable to the department, the department shall without prejudice to any other right or remedy be at liberty to forfeit entire amount of the EMD absolutely.

CLAUSE 2: SECURITY DEPOSIT :

A.The contractor whose tender is accepted shall pay within 15 days on receipt of the letter of acceptance, an amount of 10% estimated cost, as Security Deposit based on the work allotment against the multiple bidder system of selected contractors . The Security deposit is to be in the form of DD drawn in favour of “ A.O. cash , O/o GMTD, , Vijayawada . The S.D. can also be submitted in the form of Bank Guarantee valid up to 1 (ONE) year and 6 (SIX) Months from the date of commencement of the agreement. The Bank Guarantee shall be kept extended and valid up to the appropriate date in case of extension of the contract. In case of security deposit is submitted in the form of bank guarantee, the security deposit amount must be along with GST @18%.

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B. Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor the Engineer in charge or the BSNL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose of aforesaid, the Engineer in charge or the BSNL shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.

C. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-charge or BSNL will be kept withheld or retained as such by the Engineer-in-charge or BSNL till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

D. Any sum of money due and payable to the contractor (including the security deposit returnable to him under the contract may be withheld or retained by way of lien by the Engineer-in-charge or the BSNL or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or BSNL or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with Engineer-in-charge or the BSNL or with such other person or persons.

E. Lowest approved bidder should enter into agreement within 15 days of issue of awarding letter failing which tender will be cancelled and EMD of the bidder will be forfeited. In case of bidders holding NSIC certificate shall be banned for one year for participating in any of the tenders of BSNL.

CLAUSE 3

(A).PENALTY FOR DELAY IN COMPLETION :The time allowed for completion of the work as entered in the work order shall be strictly adhered to by the contractor and shall be deemed to be the most important aspect of the contract and shall be reckoned from the day after receipt of the work order. The contractor(s) shall pay as penalty an amount equal to 2% (two) of the cost of the work ordered(as per work order) for every one week delay or part thereof in completion of the work, provided that the entire amount of penalty to be paid under this clause shall not exceed 10% of the total cost of the work order. If the work is not completed within two weeks from the date of accepting the work order, the tender awarded is liable to be cancelled.

(B).Termination for default: The BSNL may, without prejudice to any other remedy for breach of contract, by return notice of default, sent to the contractor, terminate this contract in whole or in part

i.If the contractor fails to carryout any work assigned within the time prescribed in work order or any extension thereof granted by the field officer BSNL.

ii.if the contractor fails to perform any other obligation(s) under the contract; and does not remedy its failure with in a period of 15 days (such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.

CLAUSE 4:

The G.M. Telecom District Vijayawada without prejudice to his rights against the contractor in respect of any delay or inferior workmanship or otherwise or to any claim for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and in writing absolutely determine the contract in any of the following cases.

i).If the contractor having been given by the G.M. Telecom District, Vijayawada, or his authorized officer a notice in writing for a period of seven days to rectify, reconstruct or replace any defective work or that the

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work is being performed in any insufficient or otherwise improper way or shall delay or suspend the execution of the work or in the judgment of the G.M. Telecom District, Vijayawada which shall be final and binding, he will be unable to secure completion of the work by the date for completion of or he has already failed to complete the work by that date.

ii).If the contractor commits breach of any of the terms and conditions of this contract. when the contractor has made himself liable for action under any of the cases aforesaid. The GMTD Vijayawada, on behalf of the BSNL, shall have powers:

a)To determine or rescind the contract as aforesaid (of which termination or recession notice in writing to the contractor shall be conclusive evidence).Upon such determination or recession the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.

b)To employ labour paid by the GMTD VJ and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials and crediting with the value of the work done in all respects in the same manner and terms of the contract. The assessment of cost and amounts as certified by the GMTD VJ will be final and conclusive against the contractor. if the expenses incurred by the BSNL are less than amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

c)To measure up the work of the contractor and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any 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, of which excess, the certificate in writing of the GMTD,VJ, shall be final and conclusive shall be borne and paid by the original contractor, and may be deducted from any money due to him by the BSNL, under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof / a sufficient part thereof as the case may be.

d)In the event of any one or more of the above courses being adopted by the GMTD,VJ, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any performance contracts. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to or actually performed under this contract unless and until the GMTD Vijayawada, has certified in writing the performance of such work and the value payable in respect thereof and he shall be only entitled to be paid the value so certified.

e)Without prejudice to any of the rights or remedies under the tender conditions and contract if the contractor dies the BSNL shall have the option of terminating the contract without any compensation to the contractor.

CLAUSE 5: Liability of the contractor in case of bad work before the observation period is completed.

If it shall appear to the GMTD VJ or his authorized sub-ordinates in-charge of the works, that any work has been executed with unsound and imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the works are unsound or of a quality inferior to that contract or otherwise not in accordance with the contract, the contractor shall on demand in writing, which shall be made within one month of the completion of the work, from GMTD VJ , or his authorized subordinate in-charge of the works specifying the work materials or articles complained or not withstanding that of the same may have been passed certified and paid for, forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require or as the same may be, and remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper care and cost, and in the event of his failing to do so within a period to be specified by the GMTD VJ or his subordinate authority in his demand aforesaid, then the contractor shall be liable to pay compensation at 1% on the estimated cost (Restricted to 10%) put to tender for every day not exceeding 10 days while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge

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may rectify or remove and re execute the work at the risk and expenses in all respects of the contractor, without prejudice to any other remedy available to the BSNL.

CLAUSE 6 : ARBITRATION

i).In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the C.G.M.T. BSNL Andhra Pradesh Telecom circle or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the C.G.M.T. BSNL, Andhra Pradesh Telecom Circle or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the C.G.M.T., BSNL , Andhra Pradesh Telecom Circle or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the C.G.M.T.. 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 BSNL employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL employee 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 C.G.M.T. 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.

ii)The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, and 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.

iii) The venue of the arbitration proceeding shall be the office of C.G.M.T. BSNL at Vijayawada or such other places as the arbitrator may decide.

CLAUSE 7 :MEASUREMENTS & PAYMENTS FOR WORKS: The measurements are taken for the portion of the work carried out as per the specifications, instructions, of the Engineer-in-Charge. Upon completion of the work as per the work order and after taking the measurements as explained above, the machine numbered bill should be preferred in triplicate in the format shown in Annexure-IX and submitted to concerned Engineer in charge

CLAUSE 8 :

a)The GMTD,VJ, or his authorized officer shall have full powers to order removal from the premises materials which in his opinion are not in accordance with the specifications and in case of default, the GMTD VJ or his authorized officers shall be at liberty to employ other persons to remove them without being answerable or accountable for loss or damage that may happen or arise to such materials. The GMTD. VJ, or officers authorized by him shall have full powers to acquire proper other materials to be supplied and all costs, if such removal or substitution are to be borne by the contractor. Apart from this a penalty may also is liable to be imposed for delay or default in the execution of the work.

b)The contractor shall treat all materials obtained during dismantling of the structure or execution of the site for work etc. as BSNL property and such materials shall be disposed off to the best advantage of the BSNL according to the instructions in writing issued by the GMTD,VJ or his authorized officer.

CLAUSE 9 :

No additional charge for preparation of plans, designs in connection with the work will in any

circumstances be accepted by the BSNL.

CLAUSE 10 :

a)BSNL is not liable for additional works carried out without previous sanction. BSNL will not be liable for any additional works which have not been provided for in the work order but carried out by the contractor without the previous written sanction Engineer-in-Charge.

b)Alteration in the design or laying or specification :Rate to be settled for extra item of work. In case the GMTD VJ or his authorized officer makes any alterations in the original design layings or specifications that may be considered necessary during the progress of the work, the contractor shall be bound to carry them out. Should any of the work outside the schedule of rates be required to be done the rate must be settled in writing before such works is executed. The rates are based on the rates mentioned in the contract or schedule of rates or similar works.

CLAUSE 11 : WORKS TO BE OPEN FOR INSPECTIONS:

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the GMTD VJ and his authorized sub-ordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intimation of the GMTD VJ or his subordinates to visit the works shall have been given to the contractor, the contractor either he himself be present to receiving the orders, and instructions or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have same force as if they had been given to the contractor himself. The BSNL cannot be held responsible for any loss or damage to the materials collected at the work site by the party nor can be called upon to pay compensation thereof. The GMTD VJ or his authorized officer has right to order for removal of bad unsound, imperfect or unskilled work and to reconstruct or re-erect without any extra cost to the BSNL.

CLAUSE 12:

If any contractor or his people shall break, deface, injure, or destroy any of the building, road, fence, enclosure, water pipe, cable drains, electric or telephone post, wires, or grass, land etc. during which the work of any part of it is to be executed or any damage is caused in the work, which is in progress from any part, from whatever or any imperfection became apparent within six months after the certified date to final or their of its completion shall have been given to the Officer-in charge or before the security deposits refunded, the contractor shall make good the same at his own expenses or in default, the GMTD, VJ or his authorized officer may cause the same to be made good by the other workmen and deduct expenses any such, that may be due or then, or at any time there after became due to the contractor or from his deposits. If any other payment is noticed after payment of the bills before the security amount is refunded, the same will be recovered from the outstanding security amount.

CLAUSE 13:

a)Contract is not to be sublet :The contract shall not be assigned or sublet without the written permission of the GMTD VJ . If the contractor shall assign or sublet this contract or attempt to do so or becomes insolvent or commence any insolvency proceeding, or make any proposition with his creditors so to do. If any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractors, or any of his servants or agents to any of the public officers or persons in the employment of the BSNL in any way relating to his office, or employment of , if any such officer or such persons shall become in any way directly or indirectly interested in the contract, the GMTD VJ on behalf of the BSNL, there upon by a notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited.

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b)Where the contractor is a partner ship firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall like wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby under taken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause 21(a) hereof consequences shall ensure as provided in the said clause 21(a).

CLAUSE 14:

The works to be carried out i.e. trenching, road cutting, Over Head O.F. cable laying, digging pits for O.F. cable joints and reinstatements etc by the contractors should be neat and according to the standard specifications of the BSNL or the CPWD specifications in force from time to time or any other printed publications of the Central Government specification referred to elsewhere in the contract.

CLAUSE 15: LABOUR WELFARE:

1. In every case in which by virtue of the provisions, of the contract labour (Regulation and Abolition Act 1970 and OF THE CONTRACT LABOUR (REGULATIONS AND ABOLITION) / Central Rules 1971. BSNL is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under clause 19 to 19j and 20 of PWD-8 or under the C.P.W.D. contractors labour regulations, or under the rules framed by the BSNL from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. contractors BSNL will recover from the contractor the amount of wages so paid or the rights of expenditure so incurred; and without PREJUDICE TO THE RIGHTS OF THE BSNL under section 20, sub-section (2) and section 21, sub-section (4) of the contract labour (Regulation and abolition) Act 1970, BSNL shall be at liberty to recover such amount or any part thereof by deduction it from the security deposit or from any sum due by BSNL to the contractor whether under his agreement or otherwise BSNL shall not be bound to contest any claim made against it under section 20 sub-section (I) and section 21, sub-section (4) of the said Act except on the written request for the contractor and upon h is giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.

2.The contractor shall obtain a valid license under the contract labour (R&A) Act 1970 and the contract labour (Regulation & Abolition) central Rules 1971 before the commencement of the work, and continue to have valid license until the completion of the work. (Registration of ESI,EPF for the workers under his control.)

3.The contractor comply with the provisions of the “ The Building & other Construction Workers (Regulation of Employment & condition of service) Act, 1996 and the “ The Building and other Construction Workers Welfare Cess Act, 1996” amended from time to time and rules framed there under. The contractor shall comply with the provisions of the “The Building and other Construction Workers (Regulation of Employment & condition of service) rules 1998” amended from time to time. The BSNL at the time of making any payment to the contractor for the work done and measured under the contract shall deduct such sum at the rate, as prescribed in The Building and other Construction Workers Welfare Cess Rules as applicable in the state of Andhra Pradesh where the work is situated, of gross value of the work done from each running bill and final bill. Such deduction shall be transferred to the State Workers Welfare Board by the Engineer-in-charge, as Principal Employer, shall continue to monitor the rigorous implementation of the act rules during the currency of the contract.

The contractor shall register himself under “The Building and other Construction Workers (Regulation of Employment & condition of service) Act, 1996” & The Building and other Construction Workers (Regulation of Employment & condition of service) rules 1998” and the “The Building and other Construction Workers Welfare Cess Act, 1996” and “The Building and other Construction Workers Welfare Cess Rules”. The deduction of cess @ 1% is obligatory under the Central Act as a labour welfare measure.

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4.Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

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

a)FAIR WAGES:

1.The contractor shall pay to labour employed by him either directly or through sub-contract wages not less than fair wages as defined in the C.P.WD. contractor labour Regulations or as per the provision of the contract labour (R&A) regulations and abolition Act 1970 and the contract labour (R&A) central 1971, wherever applicable.

2.The contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged his sub-contractors in connection with said works, as if the labour had been immediately employed by him.

3.In respect of all labour directly or indirectly employed in the works for performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with the central public work department contractor labour regulations made by the BSNL from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made maintenance of wages books, or wage slips, publications of scale or wage and other terms of employment inspection and submission of periodical returns and full other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Central Rule 1970 and the contract regulations (R&A) central rules 1971, wherever applicable.

4.The Asst. General Manager or his subordinate officer concerned shall have the right or deduct from the money due to the contractor any sum required or estimated to be required for making good the loss offered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the works, non- payment of the wages of deductions made from his or their wages are not justified by their terms if the contract or non-observance of the regulations.

5.The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages1948, Employees Liability Act 1938, Workmen's Compensations Act 1923 Industrial Dispute Act 1947, Maternity Benefits Act 1961, and the Contractors Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and their rules made there under from time to time.

6.The contractor shall indemnify BSNL against payment to be made under and for the observance of the laws aforesaid and C.P.W.D. contractor labour regulations without prejudice to his right to claim indemnify from his sub- contractors.

7.The regulations aforesaid shall be deemed to be apart of his contract and any breach shall be deemed to be a breach of this contract.

b) OTHER LABOUR WELFARE MEASURES:

1.The contractor shall implement the labour welfare measures enunciated in clause19C, 19D, 19E, 19G, 19H, 19L and 19J of the conditions contract in theP.W.D.-8.

2.The contractor shall also follow the safety method enunciated in C.P.W.D. safety code.

3.The contractor shall comply with all the provisions of the minimum wages Act1948,Contract Labour(R&A) Act 1970 and rules framed and other labour laws affecting contract labour then may be brought into force from time to time.

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CLAUSE 16 : SAFETY PRECAUTIONS:

Like putting sign boards, warning red lamps in the nights and guarding at unfilled trenches, putting bridging planks near the houses taking care not to damage either BSNL cable, materials, cable pipes, other constructions of other utility services, must be taken by the contractor. He will be liable for compensating the damages so caused to BSNL, Public or private property. Contractors will be solely responsible for all the strains and he should make his own arrangements for making proper arrangements to watch them.

The contractor should take all precautionary measures which include digging the trenches nearer to power cable. The BSNL will not be responsible for any accidents that may arise either directly or indirectly on account of cable laying operations including electrification accidents due to power cables covered in the earth etc. Any compensation payable during the execution under the workman's compensation act or any other act will be the liability of the contractor and the BSNL will not reimburse any portion of it in any way.

CLAUSE 17 :

a) BSNL will not be responsible for any loss in carrying out the contract and will not reimburse the party such things

b) Under any circumstances whatsoever shall any claims for any compensation from the BSNL on any account be considered unless the contractor shall have submitted a claim in writing within one month from the date of final payment for the work.

CLAUSE 18:

a) The contractor should have GST registration. Upon completion of the work as per the work order and after taking the measurements as well, the machine numbered bill should be preferred in duplicate as specified by BSNL and submitted to concerned Engineer in charge

b) While submitting the second running bill, the contractor shall invariably produce the remittance details of EPF, ESI and minimum wages paid to all the workers under his jurisdiction as per the labour laws in force.

c) The contractor should pay any other taxes as and when applicable.

d) Any other tax on the materials procured by him in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.

e) Contractor will have to make his own arrangements for tools and equipments required for the work and the department will not supply any tools and equipments unless otherwise specified.

f) The contractor will have to work according to program of work decided by the Engineer-in-Charge and execute accordingly.

g) The contractor shall consult the Engineer-in-charge in writing regarding collection and stocking of material in any place other than those approved by the Engineer-in-charge.

h) No compensation shall be payable to the contractor for any damage caused by rains, windstorm or floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail out rain water collected during execution of the work from the excavated trenches, at his own cost. Nothing extra will be payable on this account.

i) The contractor shall clean the site, thoroughly, of all rubbish etc left out of his materials on completion of the work and roughly dress up the site around the building/line to the satisfaction of the Engineer-in-charge.

CLAUSE 19: All measurements may be taken in metric system only.

CLAUSE 20: No secured advances will be allowed for contractor on any material.

CLAUSE 21: OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT OF CONTRACTOR):

a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the

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contractor in which case 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 purchase and / or hire of material, machinery and other equipment for use in or in respect of his work.

b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors materials machinery and equipments and hand over as BSNL may direct.

c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the contract.

CLAUSE 22: The cable and other materials supplied to the contractor shall remain the absolute property of the BSNL and shall not be removed from the site of the work and shall be at all times, open to inspection. Cable and other materials remaining unused at the time of completion of the works shall be returned to the Engineer-in-charge to the place and time as directed by him. The contractor shall in no case be entitled to any compensation or damages on account of delay in supply of cable and he is bound to execute so much of work proportionate to the quantity of the cable supplied to him as per time schedule. He should make arrangements at his cost to protect the cable, other materials made over to him till return of unutilized cable to the Engineer-in-charge, other wise the cost of such store material not returned along with prescribed Over Head charges will be recovered from the tenderer.

CLAUSE 23: Should a tenderer find discrepancy in or omission from the laying or any of the tender forms or should have any doubt as to their meanings, he should at once notify the authority inviting tenders, who may send a written instruction to all tenderers. It should be understood that every endeavor has been made to avoid any error which can materially effect the basis or the tender, and the successful tenderer shall take up himself and provide for the risk or any error which any subsequently be discovered and shall make no subsequent claim on account thereof.

CLAUSE 24: DOCUMENTATION:

Work is to be completed and final bill with documentation should be preferred by the contractor within a period of two months from the date of issue of work order and the engineer in charge has to make over the documents to concerned maintenance wing, failing which the bill will not be accepted.

CLAUSE 25: The EMD paid by the unsuccessful tenderer will be refunded only after finalization of the tender process. The security deposit of the successful tenderer will be released only after six months on completion of work entrusted in that particular area. No interest is admissible on the EMD or Security Deposit paid by the tenderer. .

CLAUSE 26: The cable to be laid by attending cable faults in the area as per the NIT. The quantum of work is likely to vary and the tenderers will not have any claim what so ever in any manner based on this figure.

CLAUSE 27: All the extensions of the tender in case if any should be invariably be accepted by all the awarded bidders, failing which the SD will be forfeited.

SECTION-4c

INFORMATION & INSTRUCTIONS TO THE BIDDERS
FOR USING ONLINE ELECTRONIC PROCUREMENT SYSTEM
(ePS)

Special Conditions & instructions for using online Electronic Procurement System (EPS) through portal (website) <https://etenders.gov.in> adopted by APBSNL Telecom Circle as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

❖ **Registration of the Contractors/Suppliers/Bidders:** All the Contractors /Suppliers/ Vendors intending to participate in the tenders floated online using Electronic Procurement System (EPS) are required to get registered on the eProcurement Portal (website) <https://etenders.gov.in> .

After successful Registration on above mentioned portal you'll get a link in auto generated e- mail fired to your registered e-mail id. Click on that link to activate your user ID to access the website.

After that, you will be allowed to participate in the tenders floated by the department using the Electronic Procurement System.

❖ **Viewing of Online Tenders:** The contractors/Suppliers/bidders can view tenders floated on online Electronic Procurement System (EPS) hereinafter referred as "eProcurement System" through portal (website) at <https://etenders.gov.in> . They can view the details like online scheduled dates (Key Dates), Tender details, Terms and Conditions, laying (if any) and any other information. To download through workflow they need to login on to the above portal and can download the tender documents of a Tender.

❖ **Online Schedule:** The contractors/bidders/vendors can view the Online Scheduled dates of e-Procurement System (time schedule) for all the tenders floated using the online e-Procurement system on above mentioned portal (website)<https://etenders.gov.in> .

The bidders are strictly advised to follow dates and time as mentioned in Schedule of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

❖ **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key with two distinct certificate viz. Signing & Encryption (two certificates). The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) should be purchased from our e-Procurement Service Provider.

The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC). In case, during the process of a particular eTender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody

- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection

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certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate" for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company. Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Procurement Portal (website) through <https://etenders.gov.in>

❖ **Submission of Earnest Money Deposit:**

- Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above e-Procurement Portal through <https://etenders.gov.in> .

- Refund of Earnest Money Deposit to the unsuccessful/successful bidders will be made as per the conditions given in the tender document.

- A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online e-Tender) and original D.D. should be submitted to the designated BSNL office in the sealed envelope on or before the due date mentioned in Schedule of respective e-Tender.

❖ **Submission of Tender Document Fees:**

- The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document (if applicable). If the bidders are exempted from Tender document fees then they have to upload copy of exemption certificate during bidding process.

- ❖ **Tender Download:** The Eligible Bidders can download the Tender Document online from above e-Procurement Portal <https://etenders.gov.in> on or before the Schedule Dates mentioned in the e-Tender floated.

- ❖ **Submission of online bids:** The bidders are required to prepare their bids on online e-Procurement Portal as mentioned above. During bid preparation the bidders have to Map the Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

- ❖ **Opening of Tender (Electronic offers):** The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by ECIL. In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened.

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The authority shall then open the tenders submitted by the contractors online through the ECIL e-Tendering Portal (website).

❖ **Short listing of Bids (Electronic Offers):** After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the short listing process will be executed on online e-Procurement Portal only.

CABLE PULLING:

1)The contractor has to make arrangement for moving the labour force to the site as and when required. No BSNL conveyance would be made available.

2)If any damage occurs to the cable in the pulling operation the contractor has to make good the loss to the BSNL.

3)The cable pulling work is to be done as and when required by the Asst. General Manager, BSNL or his authorized representative.

4)Contractor has to be in a position to pull at least one drum of 2 Kms per day.

The contractor shall indemnify the BSNL against loss which may arise due to negligence of lapses on the part of the contractor or his workers and also against any third party claim against the BSNL, if it is caused by failure to fulfill any of the terms and conditions of the contract or comply with relevant loss.

4d. SPECIFICATIONS FOR LAYING OF LOW COUNT OVER HEAD OF CABLE WORKS

1)Optical fiber cable is to be laid by using existing posts or by erecting new posts in a span of 75-100 Mts depending upon the site condition in Vijayawada urban & Rural areas. AB post with soleplate has be erected along with necessary accessories up plied by BSNL where ever required.

2)The O/H cable is to be tied to the pole, using the 75 lbs G.I wire and teflonpipeof1”diaat power crossings ,Leading in, along the run ways up to F TB.

3)The O/H Cable is to be laid by tying stay wire along departmental posts and on remote O/H Route with standard gauge G.I Wire.

4)”dia. green flexible teflan pipe is to be used at either end(Leading in to the building)and clam ping the pipe wherever required inside the premises.

5)Trenching is to be done wherever required(As per the standard schedule rates)

6)Ladders ,tools, drill machines etc. is to be arranged by contractor.

7)Protection materials like Glove, Electrical testers, safety ropes and any other protection items to be arranged by contractor.

8)The concerned BSNL staff will supervise the works.

9)The jointing/ splicing should confirm to the standards.

10)Minimum15 feet to be maintained from the ground level by maintaining the safe distance.

11) The low count over head cable should be laid for provision of new FTTH connections /leased lines/media extend to BTS sites and for maintenance of leased lines/ BTS sites circuit faults

5. ANNEXURE-I

Proforma regarding near relatives working in BSNL

The near relatives of BSNL Employees are prohibited from participating in Tenders and execution of works in different units of BSNL. The near relatives for the purpose are defined as :

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

As such, you are requested to give a certificate in the following proforma for taking further necessary action in the matter. The certificate is to be given by all the partners of the firms separately.

1) I, S/O.....

r/o.....

Partner/ Proprietor of (Agency Name).....

hereby certify that none of my relative(s) is/are employed in BSNL unit.

5. ANNEXURE -II

PROFORMA REGARDING CERTIFICATE TO BE GIVEN BY INDIVIDUALS

I, Mr.

Son of

hereby declaring that I am an

individual proprietary concern and do not have any proof of Registration as firms/partnership deed. Further I declare that I have registered for GST, , EPF /ESI and Labour license as individual only.

6. Annexure –III

CERTIFICATE FOR DOWNLOADING OF APPLICATION FROM INTERNET

“I/ Weauthorized signatory hereby declare that the tender document submitted has been down loaded from the web site <http://ap.bsnl.co.in> and no additions / deletions / correction has been made in the proforma down loaded. Further if any modification in the tender schedule is noticed the bid may be rejected irrespective that whether the tender is under evaluation or awarding stage or awarded or at any stage, as per the decision of the GMTD,VJ. The decision of the GMTD,VJ is final and binding on both sides. The EMD or Security deposit paid by me can be forfeited. I also declare that I have enclosed a D.D. for Rs..... Drawn on AO(Cash), O/oGMTD VJ on bank (Name of the bank) towards the cost of tender document with this bid.”

6. Annexure –IV

SELF DECLARATION OF NON BLACKLIST

“I/ Weauthorized signatory hereby declare that I/ Our firm was not black listed by any organization as on date.

7.LETTER OF BIDDER TO BSNL

Annexure –V

From

To,

BSNL Bhavan, VIJAYAWADA-520 004.

Sir

Sub:- Submission of sealed tender as per the Advertisement in _____

Dated _____ for the Laying of low count over head OF cable works in Krishna SSA for the year 2020-21. As per the above-referred advertisement, I/We herewith submit my/our Bid in sealed cover. The following documents are enclosed to the tender document (online).

- 1).EMD in the form of Demand Draft /Bankers Cheque drawn in favour of “AO(Cash) O/o GMTD,BSNL, Vijayawada”. DD for Rs.25,000 from any Bank
- 2).Proof of Registration/Partnership Deed (for firms and companies) In case of individual no proof of registration is required, but an undertaking is to be submitted as per proforma (Annexure IV) (Attested Xerox copy).
- 3).Experience Certificate.
- 4).EPF and ESI Proof (Attested Xerox copy)
- 5). GST Registration certificate with Last 3 years GST returns audited by CA (2017-18,2018-19,2019-20)
- 6).Solvency Certificate for not less than **Rs. 2 Lakhs** from any **Bank**, which shall not be older than ONE year from the date of NIT. (Attested Xerox copy)
- 7).Declaration of near relatives in BSNL as per the proforma in Annexure-III
- 8).License from Labour Commissioner under contract labour (R&A)act,1970 or undertaking to submit the same before execution of agreement.
- 9).Certificate under” The Building and other construction workers welfare cess act” 1996or undertaking to submit the same before commencement of work.
- 10).Certification regarding down loading of application from internet (Annx. V) and DD drawn from any bank towards the cost of tender document.
- 11).Tender document duly signed by the tenderer at the bottom of all the pages, wherever required.
- 12).Attested Xerox copy of PAN CARD of the bidder.
- 13).Self declaration stating that the firm / individual not black listed earlier in annexure-VI.
- 14).I / We also intimate that in the tender, the Rate have been quoted against each item.
- 15) Last 3 years(2017-18,2018-19,2019-20) income tax returns audited by CA

The Technical and financial bid should be submitted online only. All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature

I/We have gone through all the contents of the tender document completely and I/We have signed at the bottom of all pages and at appropriate places. I/We abide by the conditions stipulated therein.

Thanking you,

Yours sincerely,

Dated:

8. 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 CMD BSNL here in after referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of Laying of low count over head OF cable works in the jurisdiction of General Manager Telecom District, Vijayawada _____ on the terms and conditions herein contained and the rates approved by the BSNL (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 contract that is to say from _____ to _____ or completion of work for Rs _____ (In words) _____ whichever is earlier or until this contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, Laying of low count over head OF cable works and other associated works as described in tender documents (annexed to the agreement), when the BSNL or General Manager Telecom District VJ or any other persons authorized by GMTD VJ in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice inviting tender), Bid document, letter of intent, approved rates, annexed hereto and such other additional particulars instructions, layings, 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.

E-Tender for Laying of low count over head OF cable works in Krishna SSA for the year 2020-21

- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here into set their respective hands and seals the day and year in _____

Above written :

Signed sealed & Delivered by
the above named contractor in
the presence of .

Witness :

1.

2.

Signed & Delivered on behalf
CMD, BSNL in the presence of

Witness :

1.

2.

9.COMPLIANCE STATEMENT OF SECTION 4 B

1. The compliance statement should be unambiguous and firm. Vendor shall write” compliant” or “non-compliant” against each item and clause in the compliance statement. Any other word like “noted”, “agreed”, “understood’, etc., would be treated as not complied

Any wrong/ambiguous statement in the compliance statement may lead to rejection of the Tender

COMPLIANCE STATEMENT OF SECTION 4 B Tender conditions			
Clause No.	COMPLIANT	NON- COMPLIANT	If non-compliant, mention DEVIATIONS if any
1			
2			
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27			

E-Tender for Laying of low count over head OF cable works in Krishna SSA for the year 2020-21

Check list

S.No	Required Documents	Submitted / Not
A	Physical Submission	
1	EMD – Bid security (original copy)	
2	DD/ Banker's cheque of Tender schedule fee	
3	Power of Attorney	
B	Technical Bid	
1	Demand draft for is Rs25,000/- towards EMD drawn in favour of AO(Cash) BSNL O/o GMTD,BSNL Vijayawada from any Bank.	
2	Experience Certificate to be submitted in Technical Bid duly certified.	
3	Proof of Registration/ Partnership Deed only for firms & Companies (Attested Xerox copy). In case of individual, no proof of Registration is required, but an undertaking is to be submitted (as per proforma) Annexure II.	
4	EPF and ESI proof (Attested copy)	
5	GST Registration certificate with Last 3 years GST returns audited by CA (2017-18,2018-19,2019-20)	
6	Solvency Certificate for not less than Rs. 2 Lakhs from any Bank, which should not be older than ONE year from the date of issue of NIT.	
7	Declaration of near relatives in BSNL (As per the proforma) Annexure-I.	
8	License from Labour Commissioner under contract labour (R&A)act,1970 or undertaking to submit the same before execution of agreement.	
9	Certificate under" The Building and other construction workers welfare cess act" 1996or undertaking to submit the same before commencement of work.	
10	Certification regarding down loading of application from internet (Annx. III) and DD drawn from any banks towards cost of the Tender Document for Rs.1180/- drawn in favour of AO (Cash) O/o GMTD, Vijayawada.	
11	Self attested copy of PAN CARD of the bidder.	
12	Self declaration stating that the firm / individual not black listed / debarred as on date in annexure-IV.	
13	Tender documents digitally signed for having read it & accepted it.	
14	Tender/ Bid form duly filled & signed in all pages where required for off line submission.	
15	Last 3 years(2017-18,2018-19,2019-20) income tax returns audited by CA	
16	All other documents required as per the conditions of tender document.	

FINANCIAL BID - PART B

SECTION- 10

STANDARD SCHEDULE OF RATES FOR LAYING OF LOW COUNT OVER HEAD OF CABLE WORKS IN KRISHNA SSA FOR THE YEAR 2020-21

S.NO.	Description of item	Unit	Scheduled rate per Unit in RS.
1	Recovery OF Cable	Per meter	3
2	Erection of Post	per one post	1000
3	Supply of 1" dia. Green flexible pipe and in leading in a proper way	per meter	40
4	Tracing of Joint Chamber, Opening and closing of Joint Chamber	per chamber	700
5	Trenching at required location and laying the cable at a depth of not less than 120cm in all soils (Including rock area) with required protection materials like H/R's, GI pipes,	per meter	105
6	Termination of each Fiber	per Fiber	80
7	Jointing of each Fiber	per Fiber	100
8	Proper in leading of OF Cable including all accessories like termination box etc..	per leading	500
9	Splitter wiring at Customer premises per 8 ports(including splitter)	Per one splitter	500
10	Splitter wiring at Customer premises per 16 ports(including splitter)	Per one splitter	600
11	Splitter wiring at Customer premises per 32 ports(including splitter)	Per one splitter	700

Note:All the above rates are exclusive of GST

Place:

Tenderer signature

Date:

SECTION- 11

FINANCIAL BID

To,
THE ASSISTANT GENERAL MANAGER CFA
BSNL Compound , Chuttugunta
Vijayawada-520 004.

Subject : Our Financial Bid for Laying of low count over head OF cable works in Krishna SSA for the year 2020-21.

Ref : _____

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., **we the undersigned offer to execute the Laying of low count over head OF cable works in Krishna SSA and all other associated works in conformity with the said specifications and conditions of contract at the rates quoted as under : (Mandatory to fill for all items)**

SI No	Item	Unit	Quoted Rate in figures in Rs – Ps (Excluding GST)	Quoted rate in words
1	Laying of over head Low count OF Cable	Per Meter		

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.

Place _____ Signature of tenderer/Authorized Signatory _____

Date _____ Name of the Tenderer _____

Seal of the Tenderer