



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Office of the General Manager Telecom District,
BSNL Bhavan, Dabagardens, VISAKHAPATNAM- 530020

TENDER SCHEDULE

**E-TENDER FOR PRIMARY CABLE MAINTANCE
WORKS IN VISAKHAPATNAM TELECOM
DISTRICT
FOR 2020-21**

Tender no. GMTD-VM/W-5 /SDE(MM)/
V/Tender for outsourcing of Primary cable
maintenance works in VSK SSA/2020-21

Date: 27-10-2020

Last date and Time of submission of Bids Online : 11.00 Hrs. on 12-11-2020

Date and Time of Bid opening : 11.00 Hrs. on 13-11-2020

Certified that this Tender Schedule No. GMTD-VM/W-5 /SDE(MM) / V/Tender for outsourcing of Primary cable maintenance works in VSK SSA/2020-21 dated at VM the 27-10-2020 contains 55 pages serially numbered including cover page.

AGM (NWP)
O/o GMTD, VISAKHAPATNAM
Read, understood & complied
Signature of the bidder

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BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Office of the General Manager Telecom District**Dabagardens, VISAKHAPATNAM - 530020**Tender No. GMTD-VM/W-5 /SDE(MM) / V/Tender for outsourcing of Primary cable maintenance works in VSK SSA/2020-21 dt.27.10.2020**NOTICE INVITING e-TENDER**

The tenders are invited on online for and On behalf of Bharat Sanchar Nigam Limited, by the Principal General Manager Telecom District, VISAKHAPATNAM from the **Enlisted contractors of BSNL/ Cluster Franchisees of BSNL or Experienced Cable Contractors of reputed firms or persons worked / supervised under cable contractors for Primary CABLE MAINTANCE WORKS in VISAKHAPATNAM SSA for the year 2020-21 in two bid system.**

Name of the work "**Tender for outsourcing of Primary cable maintenance works in VISAKHAPATNAM SSA FOR 2020-21**

Area of Contract & Eligible contractors :

1. Enlisted contractors of BSNL/Cluster Franchisees of BSNL

or

2. Non enlisted contractors of work experience of 2 lakhs per year of similar works such as cable laying/maintenance works in any one during last 5 years

or

3. Persons worked / supervised under experienced cable contractors/reputed firms of 1 years work experience, certificates should be obtained from reputed contractors in original.

S No	Name of the area in VISAKHAPATNAM-URBAN	Estimated cost of work in Rs.	EMD In Rs.	Cost of the Tender Schedule in Rs.
1	Zone-I (Clusters APVSK-DG, APVSK-CRR, APVSK-SD and APVSK-MDVA)	Rs.4,02,000/-	Rs.10050/-	Rs.590/-
2	Zone-II (Clusters APVSK-IE, APVSK-MND and APVSK-ANK)	Rs. 1,73,000/-	Rs. 4325/-	

3. Period of Contract : **One year** from the date of agreement or
Completion of work put to tender, whichever is earlier.

4. Mode of Payment : Intending eligible bidders has to submit **BID fee** on payment of **Rs.590/-** (Rupees Five hundred and ninety only) (non-refundable) and **EMD Rs.10050/-**(for **Zone-I**) and **Rs.4325/- for Zone-II. Bid fee and EMD** can be payable on all working days from 11:00 hrs of **29-10-2020 to 11:00 hrs of 12-11-2020** to Accounts Officer (Cash). O/o GMTD, BSNL, Visakhapatnam-530020 as a cost of Tender Document. The payment of **Bid Fee/ EMD** will be accepted in the form of Cross Demand Draft drawn on any Scheduled Bank in Visakhapatnam in

TENDER FOR PRIMARY CABLE MAINTANCE WORKS IN VISAKHAPATNAM TELECOM DISTRICT FOR 2020-21
favour of **Accounts Officer (Cash). O/o GMTD, BSNL, Visakhapatnam** or a cash receipt obtained
by paying cash at any cash counters of this office.

Since it is a two bid system, the procedure to submit EMD is as given below.

- i). On offline he has to submit original EMD DD/cash receipt.
- ii). On online he has to submit duly signed and scanned EMD DD/cash receipt.

Bidders can participate in the tender by downloading tender document and he has to submit the DD/Cash Receipt for the cost of tender document i.e. Rs.590/-.

The following offline documents are required to be submitted: to the following address.

AGM (NWP),
O/o GMTD, BSNL,
2nd Floor,Dabagardens,
Visakhapatnam – 20

On or before 17:00 Hrs. of 12-11-2020, in a sealed envelope.

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 in original
- ii) Cash receipt or DD drawn against payment of Tender fee
- iii) Power of attorney if applicable

The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

The offline documents shall either be sent by Registered Post or speed post or delivered in person. The original DD of BID COST of Rs.590/- (Rupees Five hundred and Ninety only) and EMD DD of Rs.10050/- for Zone-I and Rs.4325/- for Zone-II should be reached in sealed envelope superscripted "Tender For U/G Cable maintenance Works in VM Urban", to the above address either by registered post/courier or in person on or before 17:00 hrs of 12-11-2020. Responsibility to send this cover completely lies with the bidder and BSNL under any circumstances will not be responsible for any delay. Bids of those who has not submitted the above will not be considered.

NOTE 3: BSNL, GMTD,VM has decided to use process of e-tendering for inviting this tender and

Note:-BSNL has adopted E-Tendering. The process of E-Tendering and for further details , kindly visit our website www.ap.bsnl.co.in OR e - procurement portal <http://etenders.gov.in>

A). Accessibility of e-Tender Document: Tender document can be obtained by downloading it from the website www.ap.bsnl.co.in OR <https://etenders.gov.in> The tender document for participating in E-tender shall be **available** at <https://etenders.gov.in> from **29-10-2020** at 11.00 hrs. onwards.

Bidders must register on the e-tender portal (at <https://etenders.gov.in>), if not already registered earlier 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.

NOTE 2: DD of an amount of Rs.590/- shall have to be submitted towards tender fee, failing which the tender bid will be rejected. **The intending bidders are required to make DD** towards bid security or EMD.

thus the physical copy of the tender would not be sold.

5. Sale of physical tender Document: Not applicable.

C). 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.

6. **Time and last date of submission of Online Bid** : **11.00 Hrs. on 12-11-2020**
7. **Date and Time of Bid opening** : **11.00 Hrs. on 13-11-2020**

AGM (NWP)
O/o GMTD, BSNL
VISAKHAPATNAM-530020.

SECTION II
BID FORM

No. GMTD-VM/W-5 /SDE(MM) / V/Tender for outsourcing of Primary cable maintenance works in VSK SSA/2020-21 dated at VM the 27-10-2020

To
The Principal General Manager
Telecom District.,BSNL
VISAKHAPATNAM -530020

Dear Sir/Madam,

Having examined the conditions of contract and specifications the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the Cable Maintenance work in VISAKHAPATNAM SSA in conformity with said drawings, conditions of contract and specifications.

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 240 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 sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this.....day of..... 2020

Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

SECTION -III
TENDERER'S PROFILE

General:

1. Name of the tenderer / firm _____

2. Name of the person submitting the tender who's Photograph is Affixed

Passport size
photograph of the
tenderer / authorized
signatory holding
power of Attorney

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. Telegraphic Address.....

5. Tel no. (with STD code) (O) (Fax)..... [R].....

6. Registration & incorporation particulars of the firm:

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

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

7. _____ Name _____ of
Proprietor/Partners/Directors.....

.....

8. Tenderer's Enlistment Certificate details

- a. Category : _____
- b. Number : _____
- c. Issuing Telecom Circle : _____
- d. Issued on : _____

e. Valid up to : _____

(An attested copy of the Enlistment Certificate may please be enclosed)

9. Tenderer's bank, its address and his current account number:

10. Permanent Income Tax number, Income tax circle:

11. EPF Code number :

12. ESI code number :

II. Infra structural capabilities:

a. Capacity of engaging mazdoors per day :

b. Particulars of vehicles available with the tenderer(Optional) :

12. Details of Technical and supervisory Staff :

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

Place:

Date:

Signature of tenderer / authorized signatory,

Name of the tenderer.....

Seal of the tenderer

Section IV Instructions to Bidders

A. INTRODUCTIONS

1. DEFINITIONS

CMD: The Chairman and Managing Director.

a. **BSNL: Bharat Sanchar Nigam Limited.**

b. **Department: BSNL (A Govt of India Enterprises)**

All references of : ..

BSNL (BSNL-A Govt. of India Enterprise headed by Chairman and Managing Director which is under the Administrative control of the Ministry of Communications, GMTD VISAKHAPATNAM of India)

Chief General Manager

Principal General Manager

General Manager

Deputy General Manager / Area Manager / Director / Telecom Dist. Manager

Divisional Engineer

Sub Divisional Engineer

Junior Telecom Officer

Chief Accounts *Officer*

Accounts officer

Assistant Accounts Officer

Junior Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL under the Administrative control of Ministry of Communications, GMTD VISAKHAPATNAM of India.

c. **The SSA Head** means the Head of SSA, GMTD, VISAKHAPATNAM and his successors.

d. **The jurisdiction of GMTD, VISAKHAPATNAM:** The jurisdiction of the GMTD, VISAKHAPATNAM means VISAKHAPATNAM SSA that coincides geographically with VISAKHAPATNAM Revenue District.

e. **Representative of the GMTD, VISAKHAPATNAM:** Representative of the GMTD, VISAKHAPATNAM means Officer and staff for the time being in "VISAKHAPATNAM SSA" deputed by the PGMTD, VISAKHAPATNAM for inspecting or supervising the work or testing etc.

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

g. **Site Engineer:** Site Engineer shall mean an SDE of the BSNL who *may* be placed by the PGMTD, VISAKHAPATNAM, 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 PGMTD, VISAKHAPATNAM to conduct A/T.

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

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

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 assignees *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 Customer premises/or other places on, into or through which work is to be executed under the contract or any adjacent Customer premises through which, the work is to be executed under the contract or any adjacent place used for the purpose of carrying out the work under this 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 BSNL to complete the work beyond the normal time or stipulated time.

The work should be commenced immediately since the faults should be restored immediately.

r. Excepted risk:

Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, Revolution, insurrection, military or usurped power, any acts of PGMTD VISAKHAPATNAM damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the PGMTD VISAKHAPATNAM 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 contractors as per their eligibility mentioned in NIT of this tender document.

B. THE BID DOCUMENTS:

3. BID DOCUMENTS:

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

3.1.1 Qualifying Bid:

3.1.1.1 Notice Inviting Tender.

3.1.1.2 Bid Form.

3.1.1.3 Tenderer's Profile.

3.1.1.4 Instruction to Bidders. .

3.1.1.5 General (Commercial) Conditions of the contract.

3.1.1.6 Special Conditions of Contract.

3.1.1.7 Scope of Work and jurisdiction of the contract.

3.1.1.8 Material Security Bond Form.

3.1.1.9. Agreement (Sample).

3.1.1.10 Letter of Authorization for Attending Bid Opening.

3.1.1.11 List of Documents to be submitted along with the Qualifying bid.

3.1.1.12 Near relative non-employment certificate

3.1.2 Financial Bid

3.1.2.1 Schedule of rates - for Maintenance

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 BSNL in writing or by fax or cable at the BSNL's mailing address indicated in the invitation for Bids. The BSNL 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. Copies of the query (without identifying the source) and the clarifications by the BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the BSNL will form part of the bid document.

5. AMENDMENT OF BID DOCUMENTS:

5.1: At *any* time, prior to the date for submission of bids, the BSNL *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 writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the BSNL and these amendments will be binding on them.

5.3 : In order to afford prospective bidders reasonable time to take the amendments into account in Preparing their bids, the BSNL *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 BSNL, 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 following duly signed scanned copies are required to be submitted online:

1. Bid Security/EMD (Scanned copy) in accordance to Clause No.8 and cost of Tender Document (Scanned Copy) should be submitted online. NSIC/MSME holders of similar nature of works are exempted from EMD. No interest shall be paid by the BSNL on the Bid Security for any period whatsoever.
2. Tender document(s), in original, duly filled in and signed by Tenderer or his authorized representative along with seal on each page should be submitted online. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
3. A. The copy of Enlistment certificate issued by the competent authority duly attested by a gazette officer in case of enlisted contractor. *In case of Cluster Franchisee, experience certificate from the competent authority.*
 B. In case of Non-enlisted contractor, a work experience of 2 lakhs of similar type of works per year in any of the last 5 years.
 C. Experience certificate of 1 years issued by reputed contractors for supervisors who worked with them. Certificates should be obtained from reputed contractors in original.
4. Attested copy of PAN.
5. The Registration of the firm. Authenticated copy of partnership deed in cases of Partnership firm / Self certification in case of proprietorship.
6. Valid Solvency Certificate (issued after the date of NIT) from the banker of the tenderer
 Up to works costing Rs.2 Lakhs - Rs.50,000; For works costing from 2 lakhs up to 5 lakhs- Rs.1 lakhs.
7. Bid Form, duly filled in, as per section II.
8. Tenderer's profile duly filled in, as per section III of the tender document.
9. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
10. List of qualified experience personnel, who are working for the tenderer, who will be deployed for the work.
11. Notarized Declaration of Black listing (Refer page 35, clause 10 of section VI)
12. No Near relative non-employment certificate.
13. GST Registration Certificate
14. No addition/deletion certificate
15. Bank mandatory form
16. Attested copy of Labour license from the Regional Labour Commissioner with number of Labourers permitted to be employed by the Tenderer should be submitted by successful tenderer before enter into agreement with BSNL.
17. Attested copy of ESI registration certificate with registration number
18. Attested copy of EPF registration certificate with registration number

The Tenderer (s) whose near relatives are employed in BSNL either directly recruited or on deputation are prohibited from participating in the tenders on execution of work in different units of BSNL which has been defined in the bid. A certificate as per SECTION-XI is to be given with the tender by the contractor to the effect that there are no near relatives of the tenderer/contractor in the BSNL unit.

The near relatives means:

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

In case of proprietorship firm, the proprietor will give certificate, for partnership all the Directors of the company will give by all the partners and in case of limited company firm certificate. Any breach of these conditions by the company or firm or any other person, the tender/work will be

cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or concerned person. The company or the firm or the persons will also be debarred for the future participations in the concerned unit.

The unit is defined as SSA/Circle/Chief Engineer/Chief Architect/ Corporate office for non-executive employees and all SSAs in a Circle including Circle Office/Chief Engineer/Chief Architect/Corporate Office for Executive employees (including those called Gazatted officers at present).

In case certificate is to be given by more than one person, additional sheets of proforma may be attached.

18. Attested copy of EPF registration certificate with registration number

The cash claim bill of contractors must accompany the 1) list showing the details of laborers/employees engaged. ii) Duration of their engagement iii) the amount of wages paid to such laborers/employees for the duration in question iv) amount of EPF contributions (both employers & employees contribution) for the duration of engagement in question, paid to the EPF Authorities) copies of authenticated documents of payment of such contribution to EPF authorities and vi) a declaration from the contractors regarding compliance of the conditions of EPF Act, 1952.

The bill will be passed by the bill passing authority only if the contractors complies with the terms and conditions of EPF Act 1952.

The contract-wise information kept by bill passing authority as mentioned in above para may be produced to the EPF authorities as and when demanded by the latter.

19. GST Registration certificate: GST Registration is Compulsory, GST is payable as applicable. The income tax and work tax will be deducted at source as applicable at the time of payment of bills. The rate quoted should be inclusive of all taxes excluding GST.

The contractor should comply with all provisions of EPF and Misc. provisions Act 1952, Service Tax and Works Tax

8. BID SECURITY:

8.1: The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount noted under bid security column in NIT against each Category both in figures and words. No Interest shall be paid by the BSNL on the bid security for any period, what so ever.

8.2 The bid security is required to protect the BSNL 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), % GMTD, BSNL, VISAKHAPATNAM payable at VISAKHAPATNAM and it should say that it is not used as security for further works.

8.4 A bid not secured In accordance with para 8.1 & 8.3 shall be rejected by the BSNL 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 BSNL.

8.6: The successful bidder's bid security will compulsorily be converted to part Performance security deposit in accordance with **clause 25.**

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 before acceptance of the tender, which are not acceptable to the BSNL or

8.7.3 In case of a successful bidder, If the bidder fails:

(i) To sign the agreement in accordance with **clause 25. or**
to furnish Material Security in accordance with clause 5 (1) of Section-V.

9. BID PRICES:

9.1: The bidder shall give the total composite price inclusive of all levies and taxes, 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 **excluding GST**. The contractor shall be responsible for transporting the materials, to be supplied by the BSNL (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 on online against each item separately in 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 BSNL AS NON-RESPONSIVE.**

10.2 The BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further **Six months** 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.**

11. SIGNING OF BID:

11.1 : The bidder 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. BID FORMAT

12.1 Bid Forms (Two Bid Format):

12.1.1 The tender should be in **Two bid format. One** Super scribing **Technical Bid** and **Second Financial Bid**. And both the bids should be submitted on online at

e- tender site <https://etenders.gov.in> before **11:00 hrs on 12.11.2020**

12.1.2

The BID cost DD and EMD DD original copies are in turn be put in one envelope along with duly signed offline documents if any like power of attorney etc. and this envelope should be superscripted **“Tender for Primary Cable Maintenance Works in VM Urban”**. The envelope should be reached to the following address on or before 17:00 hrs of 12.11.2020.

AGM (NWP)

%GMTD, Visakhapatnam

2ND Floor, BSNL Bhawan,

DabaGardens, VISAKHAPATNAM –530020.

The tendering Authority shall not be responsible if the bids are delivered elsewhere.

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>

12.2 All envelopes containing offline documents must bear the following:

“Tender for Primary Cable Maintenance works in VISAKHAPATNAM Urban”

"NOT TO OPEN BEFORE 11.00 hrs of 13-11.2020”

(Tender No. GMTD-VM/W-5 /SDE(MM) / V /Tender for outsourcing of Primary cable maintenance works in VSK SSA/2020-21 Dt. 27-10-2020)

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

12.4 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. Bid opening

13.1 BSNL shall open the Technical bid containing documents detailed as per (**Section – IV clause 7**) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on online on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Section - X**). After scrutiny and evaluation of the Technical Bids, the BSNL will shortlist those who are eligible and the date of opening of Financial Bid on online will be intimated later on. The financial bid will be opened only in those cases that fulfil the eligibility conditions and furnish all documents as given in Technical Bid. Only one person for each bidder shall be allowed to participate in the bid opening.

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 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 NITs have 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 BSNL 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) 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 BY THE BSNL:

16.1 The BSNL shall open the bids on online in the presence of bidders or his authorized representatives who choose to attend, at 11.00 Hrs on due date. The bidder's representative who is present shall sign in 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).

16.2.1 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 Tender will be opened online on the due date of opening i.e. 11:00 hrs on 13-11-2020. The sealed envelope containing BID COST & EMD will be kept in BSNL custody. The Time, Date of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **SECTION – IV, clause 7**. No correspondence in this regard will be entertained. Incomplete Tender is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

16.3.3 Financial Bid of the selected bidders only will be opened

16.3.4 From the received offline documents, the envelope marked "BID SECURITY" shall be opened first and examined.

16.3.5 (The bidders who have submitted proper bid security as per tender document, their "QUALIFYING BID" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC.)

16.3.6 After recording of the Technical Bid, the TOC will submit the report to TEC for technical bid evaluation

16.4 The Financial Bid shall be opened in the following manner:

16.4.1 The "**Financial Bid**," will be opened only for qualified tender in "**Qualifying bid**".

16.4.2 The date and time of opening of "Financial bid" shall be conveyed to all the bidders who have qualified in Qualifying Bid and their representative shall be allowed to attend the financial bid opening.

16.4.3 After opening the "Financial Bid" the bidder's name, bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate; will be announced at the opening.

16.4.4 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:

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 properly 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 22, 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 BSNL'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 BSNL 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.

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

19.1 The BSNL 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 BSNL:

20.1 Subject to clause 17 no bidder shall try to Influence the BSNL 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 BSNL in the BSNL'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 BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

21.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the contractor. GMTD, VISAKHAPATNAM reserves the right to extend the validity period up to **1 more year** if required on the same rates , terms and conditions.

21.3: If No response to any of the Zones called for, GMTD VISAKHAPATNAM reserves right to award the tender to any of the eligible participated contractor.

21.4: BSNL can award the work to more than one contractor if desires so if agrees L-1 rates.

22. BSNL'S RIGHT TO VARY QUANTUM OF WORK:

The BSNL, 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.

23. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS :

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

24 . ISSUE OF LETTER OF INTENT:

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

24.2 The bidder shall within 21 days of issue of letter of intent, give his acceptance along with material security in conformity with clause **5.(1) 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 BSNL within 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 BSNL till the completion of warranty period.

25.3 : After award of the contract but before signing of the Agreement for entering into contract, the contractor shall have to register himself with the concerned office of Employees' Provident Fund Organisation as required in the Employees' Provident Funds and Miscellaneous Provisions Act,1952. The Contractor shall also has to comply **the provisions of the ESI Act, 1948 as required.**

26. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

**SECTION -V
GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT**

1. APPLICATION:

The General conditions shall apply in contracts made by the BSNL for the execution of cable construction/ Maintenance works.

2. STANDARDS:

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

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 this 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.20,000/-** 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 - VIII**. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of Accounts Officer (Cash), O/o GMTD, BSNL, VISAKHAPATNAM issued by a schedule bank and payable at VISAKHAPATNAM. The Material Security will be a non-interest bearing deposit, for any period what so ever.
- b. Due to any reason more stores has to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the General Manager Telecom District, VISAKHAPATNAM shall be final and binding.
- c. The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.
- d. The Material security shall be released/refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "no dues certificate" from "Engineer-in-charge".

(ii) PERFORMANCE SECURITY:

- a. The Performance Security will be 10 % of the Estimated value. The contractor can pay the SD in the form of BG from any Nationalized bank in addition to the sum already deposited as security deposit (due to conversion of bid security).

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

6. ISSUE OF WORK ORDERS AND TIMELIMIT:

6.1 The work order shall be issued to the contractor in such a way so as to deliver *meaningful* output of requisite quality within shortest possible time.

6.2 The work orders shall be issued by the Divisional Engineer in-charge of 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 Dy. General Manager/(not below the rank of Director).

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 BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at the required place.

EXTENSION OF THE TIME LIMIT:

7.1 General

7.1.1 In each work order, the work order issuing authority shall specify the time allowed for completion of work, consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.

7.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

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

7.2.1 There may be some hindrances, other than covered under force majored, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part-A) to the engineer-in-charge for extension of time (EOT), on account of which he desires' such extension within three days of occurrence of hindrance. The Engineer-in charge shall forward the request to the competent authority (an *officer* of the rank of Dy.General Manager In-charge of the 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 Dy.General Manager, to grant the extension of time.

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

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

7.3 Grant of Extension of Time without Applications:

7.3.1 There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to the BSNL. 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 contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/ suffer due to delay in making the above available.

8 . WARRANTY:

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

8.2 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 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 BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.

8.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, Insurance, cost of works and other incidental charges.

9. AUDIT AND TECHNICAL EXAMINATION:

9.1 GMTD VISAKHAPATNAM 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 GMTD VISAKHAPATNAM 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 the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by GMTD VISAKHAPATNAM to the contractor.

9.2 Provided that GMTD VISAKHAPATNAM 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 need or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the General Manager Telecom, VISAKHAPATNAM or his subordinate officer.

9.3 Any sum of money due and payable to the contractor (Including security deposit returnable to him) under this contract may be appropriate by the GMTD VISAKHAPATNAM for the Payment of a sum of money arising out or under any other contract made by the contractor with the GMTD VISAKHAPATNAM.

10. PAYMENT TERMS:

10.1 Procedure for Preparation and settlement of bills:

10.1.1 The bills against any work order for the works of Cable Maintenance works carried out in one or more locations shall be completed in all respects before submission of the bills.

10.1.1.1 Procedure for preparation, processing and payment of running bills: The contractor shall prepare the bills in triplicate in every month (SDE wise). The SDE-in-charge of the work will certify the correctness of rates and quantum of work. The bills shall be prepared accurately. The contractor should submit the monthly bills. The S.D.E. In-charge shall record the certificate on the bill that the site order books have been consulted before signing the bills. This would enable the S.D.E. to ensure whether the defects pointed during execution have been rectified or not. The S.D.E. In-charge of work shall scrutinize the bills and accord necessary certificates and submit the bills with the documents as mentioned below to the Divisional Engineer, In-Charge of work. The concerned JTO/SDE should verify the continuity of the all joints before passing the bill.

*The Bill should contain.

The copy of the work order.

The bill in duplicate duly signed by SDE and Countersigned by DE Concern.

100%, 10 % and 5 % check by JTO/SDE/ DE.

List of OP case no for which work was ordered.

10.1.1.2 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 Operation section of the GM Office for processing of bills and release of payment.

10.1.1.3 The operation section of GM office shall process the bills and verify with concerned OP numbers already recorded by the field units. Also scrutinize the bills vis-a-vis work order issued,

TENDER FOR PRIMARY CABLE MAINTANCE WORKS IN VISAKHAPATNAM TELECOM DISTRICT FOR 2020-21 sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by the officer competent to pass the bill.

10.1.1.4 At the time submission of the bill PAN card details must be submitted.

10.1.1.5 The bills of the previous month should be submitted within the first 10 days of the current month, otherwise the bills will be rejected.

10.2 Procedure for Payment for substandard works:

10.2.1: 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 in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

10.2.2: Timely action by Construction Officers: Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the 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 substandard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the substandard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

10.2.3 : Non-reporting of the substandard 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 substandard work and associated liabilities.

10.2.4: Authority and Procedure to accept substandard work and payment thereof: There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the Head of S.S.A., the items in question will not materially deteriorate the quality of service provided by the construction, the head of S.S.A. shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of the works involving substandard items of work, as Chairman and one S.D.E. and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.

10.2.5: Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.

11. PENALTY CLAUSE:

11.1.0 Cable repair time:

The allowable time (including fault localization time) is as follows:

- a). For overhead cable, allowable repair time should be 12 hours.
- b). Up to 20 pair cable, allowable repair time should be 28 hours

- c). 50 to 200 pair cable, allowable repair time should be 32 hours.
- d). More than 200 pair cable, allowable repair time should be 48 hours.
- e). Extra time may be given in unavoidable circumstances by the DE outdoor in charge as per local conditions.

11.1.1 Penalties:

- i). The bill will be submitted on monthly basis.
- ii). The capping should be kept such that it should act as deterrent but it should not be so harsh that there is no participation in tender. Penalty will be imposed on the basis of cables repair delay time. The penalty recommended is as below:

In-time repair of cables (in %)	Penalty
(a) $\geq 85\%$	No Penalty
(b) $< 85\%$	10% deduction of billed amount

iii). If the percentage of cable attended within norms is less than 75% for 3 months within a year, BSNL reserve the right to terminate the contract after giving due notice after taking into account all the circumstances as per local conditions. If any discrepancy (like calculation of down time or any other matter etc) arises, the DE outdoor in charge of that area will be the final authority to decide the matter.

11.1.2 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work'.

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 General Manager Telecom, VISAKHAPATNAM will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid, document. All such payments shall be recovered from the contractor's pending bills or security deposit.

11.1.3 The General Manager Telecom, VISAKHAPATNAM reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 2 days after issue of the work order.

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

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

12.2.3 The UN-executed work' shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3) at, their quoted rates. If the work was awarded on single tender basis then the BSNL shall get the unexecuted work completed through any other contractor approved in VISAKHAPATNAM SSA at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the BSNL at the risk and cost of the contractor. In such an event no compensation shall be payable by the GMTD VISAKHAPATNAM to the contractor towards any inconvenience/loss that he may be subjected to as a result or such an action by the GMTD VISAKHAPATNAM. In this regard the decision of General Manager Telecom, VISAKHAPATNAM 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 GMTD VISAKHAPATNAM under the contract or any other account whatsoever anywhere in the BSNL or from security deposit.

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

12.3 Termination for Insolvency:

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

12.4 Optional Termination by GMTD VISAKHAPATNAM (Other than due default of the Contractor):

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

12.4.2 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 and hand over possession of the work / operations concerned to the GMTD VISAKHAPATNAM or as the GMTD VISAKHAPATNAM may direct.

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

12.5 Issuance of Notice:

12.5.1 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.

12.5.2 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 BSNL.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of 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 departmental security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

13. INDEMNITIES:

13.1 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 upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other Indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or Incidental or in connection with Injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the GMTD VISAKHAPATNAM or pay to the GMTD VISAKHAPATNAM 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 GMTD VISAKHAPATNAM arising out of or incidental to or in connection with the operation covered by the contractor.

13.2: The contractor shall at his own cost at the GMTD VISAKHAPATNAM 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 GMTD VISAKHAPATNAM.

14. FORCE MAJEURE:

14.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contractor shall nor party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the 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.

14.2 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.

15. ARBITRATION:

15.1 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, (AP 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 Chief General Manager **(AP Telecom Circle)** or by whatever designation such officers may be called (hereinafter referred to. as the said officer) and if the Chief General Manager, **(AP Telecom Circle)** or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is GMTD VISAKHAPATNAM Servant or that he has' to deal with the matter to which the agreement, relates or that in the course of his duties as

GMTD VISAKHAPATNAM 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.

15.2 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.

15.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, (**AP Telecom Circle**) or such other Places as the arbitrator may decide. The Following procedure shall be followed:

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

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

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

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

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

15.3.6 The "points of defense" will be based on actual conditions of the contract.

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

15.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "Points of defense".

15.3.9 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.

16. SET OFF:

16.1 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 the Govt. or any other person or persons contracting through the Govt. of India and set off the same against any claim of the BSNL or Govt. or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with BSNL or Govt. or such other person or persons contracting through Govt. of India.

SECTION VI
Special Conditions of Contract

1. GENERAL:

1.1. The work shall be accepted only after testing of faults by MDF staff of concerned exchange to ensure work carried out by the agency is satisfactory.

1.2 The BSNL reserves the right to disqualify such bidders who have a record *of* not meeting contractual obligations against earlier contracts entered into with the BSNL.

1.3 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

1.4 The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

1.5 Any clarification issued by BSNL, in response to query raised *by* prospective bidders shall form an integral part *of* bid documents and it may amount to amendment *of* relevant clauses *of* the bid documents.

1.6 Tender will be evaluated as a single package *of* all the items given in the price schedule.

1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects *of* by the ***Divisional Engineer or Site Engineer In-charge of work site*** who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.

1.8 The work 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 Pr General Manager Telecom District, VISAKHAPATNAM.

1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution (If work or on any other ***ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance*** on account *of* which he desires such extension as aforesaid. In this regard the decision *of* General Manager Telecom District, VISAKHAPATNAM 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 reason *of* any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment *of* the work as originally contemplated.

1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, 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 *I* Final bill pending against *any* contract with the BSNL. In the event of the security being insufficient or If no security has been taken from the contractor, then the balance or the total sum recoverable as the case *may* be, shall be deducted from any sum then due

or which at *any* time thereafter *may* become due to the contractor under this or *any* other contract with GMTD VISAKHAPATNAM. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.

1.12 No official or officers employed in BSNL or in *any* other department of the GMTD VISAKHAPATNAM of India is allowed to work as a contractor for a period of two years after his retirement from GMTD VISAKHAPATNAM service without the previous permission of GMTD VISAKHAPATNAM of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at *any* time to be such a person who hadn't obtained the permission of GMTD VISAKHAPATNAM of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

1.13 : In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation 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 General Manager Telecom District, VISAKHAPATNAM 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 General Manager Telecom District, VISAKHAPATNAM on behalf of the BSNL can terminate the contract without compensation to the contractor. However. General Manager Telecom District, VISAKHAPATNAM 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 General Manager Telecom District, VISAKHAPATNAM 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:

The representative of General Manager Telecom District, VISAKHAPATNAM 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 General Manager Telecom District, VISAKHAPATNAM whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

1.17 Notification:

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

1.18 Shutdown on account of weather conditions:

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

2. STORES SUPPLIED BY THE BSNL:

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

2.2: The Contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to the site of work at his own cost. 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 BSNL and shall not be removed from site of the work except for use In the work and shall be at all times open to inspection by the Representative of General Manager Telecom District, VISAKHAPATNAM. 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 **or** difference between the materials issued to the contractor and those consumed in the work as per the "BSNL's calculation" (which shall be final) will be charged to the Contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.

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

3. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

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 General Manager Telecom District, VISAKHAPATNAM.

- (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 the particular property owners and/or tenants such other

TENDER FOR PRIMARY CABLE MAINTANCE WORKS IN VISAKHAPATNAM TELECOM DISTRICT FOR 2020-21 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.

4. QUALITY OF WORK:

4.1 The BSNL shall be the final judge of the quality of tile work and the satisfaction of the BSNL 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 intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of General Manager Telecom District, VISAKHAPATNAM has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

5. TAXES AND DUTIES:

5.1 Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified 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. The current market value of *any* commodities lost as a result of *any* damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining 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/state Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

7.2 Contractors Labour Regulations :

7.2.1 Working Hours.

7.2.1.1 Normally working hours of an employee should not exceed 8 hours a day. The Working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

7.2.1.2 When a worker is made to work for more than 8hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

7.2.1.3 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.

7.2.1.4 Where the minimum wages prescribed by the Department, 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 proceeding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

7.2.1.5 Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days.

7.2.2 Display of Notice Regarding Wages etc.

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

7.2.3 Payment of Wages :

- 7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, shall be paid before the expiry of seventh day.
- 7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 7.2.3.5 All payment of wages shall be made on a working day at the work premises during the working time and on a date notified in advance .Final payment shall be made within 48 hours of the last working day.
- 7.2.3.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 7.2.3.7 Preferably wages shall be made through A/c payee cheque or online in the presence of authorized representative of BSNL.
- 7.2.3.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 7.2.3.9 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in- Charge under acknowledgement.
- 7.2.3.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge.
- 7.2.3.11 The contractor shall obtain from the site Engineer i.e. SDE , a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll , in the following form :
- “Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence onat.....”

7.2.4 Fines and deductions which may be made from wages

- 7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following :-
- a. Fines.
 - b. Deductions for absence from duty. The amount of deduction shall be in Pro portion 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, where such damage or loss is directly attributable to his neglect or default.
 - d. Deduction for recovery of advances or for adjustment of overpayment of wages.

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

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

7.2.5 Labour records

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

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

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

7.2.5.4 **Register of accidents** – The contractor shall maintain a register of accidents at the work place and the same shall include the following particulars :

- i. Full Particulars of the labourers who met with accident.
- ii. Rate of Wages.
- iii. Sex.
- iv. Age.
- v. Nature of accident and cause of accident.
- vi. Time and date of accident.
- vii. Date and time when admitted in hospital.
- viii. Date of discharge from the hospital.
- ix. Period of treatment and result of treatment.
- x. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- xi. Claim required to be paid under Workmen's Compensation Act.
- xii. Date of payment of compensation.
- xiii. Amount paid with details of the person to whom the same was paid.
- xiv. Authority by whom the compensation was assessed.
- xv. Remarks.

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

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

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

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

7.2.6 Attendance card-cum wage slip

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

7.2.6.2 The card shall be valid for each wage period.

7.2.6.3 The contractor shall mark the attendance of each workman on the card twice each day.

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

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

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

7.2.7 Employment Card

The contractor shall issue an **Employment Card** in the Form XIV of CL (R & A) Central Rules 1971 to each worker within three days of the employment of the worker.

7.2.8 Service Certificate

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

7.2.9 Preservation of labour records

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

7.3 Power of labour officer to make investigations or enquiry

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

7.4 Report of Investigating officer and action thereon

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

7.5 Inspection of Books And Slips

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

7.6 Submission of Returns

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

7.7 Amendments

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

8. INSURANCE:

8.1. Without limiting any of his its other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc., brought to the site and for all the work during the execution. The contractor shall also take out workman's compensations, insurance as required by law and under take to indemnify and keep indemnified the GMTD VISAKHAPATNAM from and against all manner 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 GMTD VISAKHAPATNAM may suffer or incur with respective end/ or incidental to the same. The contractor shall have to furnish originals and/ or attested copies as required by the BSNL of the policies of insurance taken within 15 days of being called up on to do so together with all premium receipts and other papers related there to which the BSNL may require.

9. Compliance with Laws and Regulation:

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by- laws, rules, Regulations and orders and any other provisions having the force of the law made or promulgated or deemed to be made or promulgated by the GMTD VISAKHAPATNAM, Agency or BSNL, Municipal Board, GMTD VISAKHAPATNAM of other Regulatory or authorized body or persons and shall provide all certificates of compliance there with as may be required by such applicable by-laws, rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or subcontractor to share any portion of the work to be perform here under may be assigned, sub leased or sub-contractor to comply with provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the GMTD VISAKHAPATNAM harmless and indemnified from and against any / all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses what so ever arising out or occasioned, indirectly or directly by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by laws, rules, Regulations, loss and order and provisions as aforesaid.

10. Declaration of Black listing: The contractor has to submit a Notarized Declaration of **self/ partners** are not blacklisted at the time of submitting the tender document.

11. TOOLS AND PLANTS:

The contractor shall provide at his own cost all tools, plants, appliances, implements etc., required for proper execution of works. The contractor shall also supply without the charge requisite no. of persons with the means and material necessary for the purpose of setting out works, counting weighing and assisting the measurement for examination at any time and from time to time.

Section - VII

1. SCOPE OF WORK AND JURISDICTION OF CONTRACT

1.1 This contract is meant for tracing of the **fault in the underground copper cables** locating the exact fault location by trenching or HDD as per the requirement, restoration of the surface and making joint pit, helping the cable jointing and carrying out the **night watchman** duty, etc.

i) The **Work Order** to the approved contractor will be issued by the respective DE's(Maintenance) in charge of the area indicating the location and identity of the cable with size, etc., after testing the faulty cable from the MDF or pillar as the case may be.

ii) The location and the fault distance indicated will be approximate and the contractor has to make effort to locate the **actual faulty location** in the following manner.

a) The contractor should make a few trial pits perpendicular to the cable route to locate the **alignment of the cable** and after identifying the cable, dig along the cable to locate the actual physical damage to the cable, if any.

b) After locating the damage, a jointing pit need to be made for making a splicing of the damaged cable. The site Engineer will indicate the location of the pit. While doing the pilot pit and trenching along the cable, all possible care should be taken not to damage the existing cables or any other utilities.

c) The damaged /faulty cable portion shall be replaced by laying of new cable by trenching /HDD method as per the requirement at the site

d) The labourers **should not use crow bars** for digging but **only shovels** to excavate the mud or a small pick-axe to excavate the soil to expose cables.

e) The pilot pit normally should be of **1' (one foot) width and 2' to 3' length** perpendicular to the cable route.

f) The contractor should provide labourers to assist the cable splicer while carrying the splicing to restore the faulty cable.

g) If jointing pit and cables are exposed without closing overnight, then a watchman should be arranged throughout the night to prevent theft and **safeguard the cables**.

h) All the dug up area should be **restored** by refilling the mud and ramming by stages if it is unpaved foot path; if it is paved foot path, with cobble stone or concreted, then the same has to be restored as per the specification of GVMC authorities.

i) All the excess debris and soil should be removed from the work spot and to be disposed off.

(i) While carrying out the restoration job, the area should be suitably **barricaded and warning** lamps, flags, etc., should be deployed. A display board indicating that it is BSNL work mentioning the name of the Contractor and the SDE in-charge with telephone numbers.

(ii)The stores required for restoration like cables, jointing kits, etc., will be issued at the store depot. Necessary **transportation** to the site has to be organized by the contractor. The balance stores after

TENDER FOR PRIMARY CABLE MAINTANCE WORKS IN VISAKHAPATNAM TELECOM DISTRICT FOR 2020-21
completion of the work should be returned to the store in-charge under acknowledgement.

a. In case of planned digging in a particular route by other agencies, SDE in charge would like to deploy the patrolling men for this route on 24 hours basis to **prevent accidental damages** by other agencies as well as to prevent theft and pilferage, contractor should provide patrolling party.

b. If a length of cable to be replaced, the same has to be collected from stores depot and to be laid on the trenches at a standard depth.

1.2 EXCAVATION OF TRENCHES:

- Trenches for cable laying will depend upon the requirements and number of cables to be laid. The width may be increased as per BSNL requirement. The payment for final reinstatement will be done strictly as per the type of surface & width of the trenches and/or size of manholes, hand holes mentioned in the permission letter of GVMC and work order of BSNL, Visakhapatnam unit. Payment for road reinstatement will be allowed, strictly, as per these measurements and no deviation will be permitted.

- The cable will be laid by HDD method where manual trenching cannot be done.

1.3 FINAL REINSTATEMENT

Under BMP/CMC Jurisdiction

The works of final reinstatement of Panchayat / Municipalities / R&B etc as the case may be, have to be executed strictly as per technical specifications of Panchayat / Municipalities / R&B etc as the case may be. All such works are liable for inspection either by Panchayat / Municipalities / R&B etc as the case may be, authorities or any independent agency authorized by Panchayat / Municipalities / R&B etc as the case may be. The contractor is liable to take immediate remedial/ rectification action, as pointed out by the inspection authority, at his own cost and offer the works for inspection again. The contractor has to provide adequate barricading, GI sheet, caution sign board, red light etc, on site. The final reinstatement will have to be done by the contractor as per specifications and to the satisfaction of the respective corporation/municipalities within the targeted period of completion.

Road surfaces

The trench in carriage way shall be back filled with only sand using coarse sand in the FM range of 2.5 to 3 and well compacted using mechanical compactors in layers of 15 cm, watering the layers to optimum moisture content etc.

a. Water bound Macadam surface

Relaying of water bound macadam (WBM) surface by providing, laying, spreading and compacting stone aggregates of specific size to water bound macadam specification for thickness not less than 20 cm including spreading in uniform thickness and compacting using mechanical tamper in layers adding requisite type of screening / binding materials to fill up the interstices of course aggregates, watering etc.

b. Mix seal Surfacing

Reinstatement of Mix Seal surfacing by providing, laying, mix seal surfacing with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade, in hot mix plant laying to the required thickness compacting with mechanical tamper with all material labour etc.

c. Bituminous macadam Reinstatement of Bituminous macadam by providing, laying, Bituminous Concrete with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade,

TENDER FOR PRIMARY CABLE MAINTANCE WORKS IN VISAKHAPATNAM TELECOM DISTRICT FOR 2020-21
in hot mix plant, laying to the required thickness compacting with mechanical tamper , with all material labour etc.

d Dense Bituminous Macadam

Reinstatement of Dense Bituminous Macadam by providing, laying, Bituminous Concrete with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade, in hot mix plant laying to the required thickness compacting with mechanical tamper with all material labour etc.

e Bituminous Concrete

Reinstatement of Bituminous Concrete by providing, laying, Bituminous Concrete with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade, in hot mix plant laying to the required thickness compacting with mechanical tamper with all material labour etc.

f. Interlocking blocks

Reinstatement of foot paths paved with interlocking blocks including spreading sand to the required thickness compacting and laying the blocks and bringing the surface to grade and line to adjoining surface also supplementing sand and interlocking blocks if required etc

2. Contractor's Responsibilities:

2.1 Contractor manpower shall have knowledge of laying and jointing of telecom UG cable network. Skilled persons are to be deployed for jointing of cable's pair. Contractor should abide prevailing labour Wages Act. Necessary testing instruments such as route tracer, cable fault locator, jointing tools, insulation testers etc. are to be engaged by contractor. Stores required for attending the fault/restoration as assessed by JTO/SDE, will be received by contractor and after completion of work, all unutilized materials shall be returned by the contractor to stores and shall be properly accounted. Actual utilization of the material shall be certified by the contractor and to be attested by in-charge JTO/SDE. Contractor has to provide safety measure while attending cable work to the workers and providing proper barricades and road signs wherever required. Transportation of labourers and materials to work spot and back to their station shall be the responsibility of the contractor. After rectification of cable fault, same has to be verified from JTO/SDE before processing the bills. Patrolling of cable network may be scheduled in a time bound manner as preventive maintenance.

2.2 Contractor should intimate to concern SDOT/JTO by e-mail, SMS etc after rectification of faults indicating completion time of repair work followed by written confirmation. The testing of cable pairs is required as per standard line parameters to avoid complaints of noise/low signal/low SNR especially in case of broadband.

2.3 Obtaining permission from local authorities shall be the responsibility of the contractor. Sufficient time (say 2 working days) may be given to contractor for obtaining the permission. It may vary slightly depending on local conditions.

2.4 If any damages are done by contractor to any other service providers/agencies network within the operating area, then compensation/restoration would be the responsibility of the contractor.

3. BSNL Responsibilities:

3.1 BSNL has to intimate about the cable faults to Contractor by e-mail, SMS etc. (whichever is feasible immediately) to take action for rectification of the faults followed by written confirmation.

3.2 All stores such as jointing kits, sleeves, tapes, UG cables etc. are to be supplied by BSNL. Contact numbers, details of the outdoor staff and lay-out diagram of the UG cable may be given to the contractor.

3.3 If lay-out diagram is not available, all possible help may be extended to the contractor.

SECTION VIII
MATERIAL SECURITY BOND FORM

Whereas _____ (hereinafter called "the Contractor") has been awarded the contract of Cable Construction/Maintenance work, as per tender number _____ KNOW ALL MEN by these Presents that WE..... OF _____ having our Registered office at _____ (hereinafter called the "the Contractor") are bound unto (Hereinafter called "the BSNL") in the sum of for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

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

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

This guarantee will remain in force 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.

The guarantee is valid from _____ to _____

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

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 GMTD,VISAKHAPATNAM here in after referred to as the BSNL of other part. Whereas the contractor has offered to enter into contract with the BSNL for the execution of Cable Maintenance works in VISAKHAPATNAM SSA on the terms and conditions herein contained and the rates approved by the BSNL (Copy of Rates annexed) have been duly accepted and 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 present as follows.

1) The contractor shall, during the period of this contract that is to say from to or completion of work of Rs. _____ (In words) _____ whichever is earlier or until this contract, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all works as described in tender documents (annexed to the agreement), when the BSNL or GMTD-VISAKHAPATNAM or any other persons authorized by the GMTD-VISAKHAPATNAM in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "the Contract" wherever herein used.

3) The Contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4) The contractor hereby declares that nobody connected with or in the employment of the BSNL /DOT/DTS 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 GMTD VISAKHAPATNAM having bearing on execution of work and payments of work to be done under the contract. In witness whereof the party's 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 BSNL, VISAKHAPATNAM

Witness

Read,understood & complied
Signature of the bidder

SECTION -X
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number _____

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 Signatures
---------------------	------	---------------------

I

II

Alternate Representative

Signatures of bidder
or
Officer 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.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION: XI

NEAR RELATIVE NON -EMPLOYMENT CERTIFICATE

I _____ S/o _____

R/o _____ hereby certify that none of my relative(s) as Defined in the tender document is/ are employed in BSNL unit as per details given in tender documents. 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

Name:

SECTION: XII

LIST OF THE DULY SIGNED SCANNED DOCUMENTS TO BE SUBMITTED ON ONLINE

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

1. Bid Security/EMD (Scanned copy) in accordance to Clause No.8 and cost of Tender Document (Scanned Copy) should submitted online. NSIC/MSME holders of similar nature of works are exempted from EMD. No interest shall be paid by the BSNL on the Bid Security for any period what so ever.
2. Tender document(s), in original, duly filled in and signed by Tenderer or his authorized representative along with seal on each page should be submitted online.. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
 - A. The copy of Enlistment certificate issued by the competent authority duly attested by a gazette officer in case of enlisted contractor. *In case of Cluster Franchisee, experience certificate from the competent authority.*
 - B. In case of Non-enlisted contractor, a work experience of 2 lakhs of similar type of works per year in any of the last 5 years.
 - C. Experience certificate of 1 years issued by reputed contractors for supervisors who worked with them. Certificates should be obtained from reputed contractors in original.
3. Attested copy of PAN.
4. The Registration of the firm. Authenticated copy of partnership deed in cases of Partnership firm / Self certification in case of proprietorship.
5. Valid Solvency Certificate (issued after the date of NIT) from the banker of the tenderer Up to works costing Rs.2 Lakhs - Rs.50,000; For works costing 2 lakhs up to 5 lakh- Rs.1 lakh.
6. Bid Form, duly filled in, as per section II.
7. Tenderer's profile duly filled in, as per section III of the tender document.
8. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
9. List of qualified experience personnel, who are working for the tenderer, who will be deployed for the work.
10. Notarized Declaration of Black listing (Refer page 37, clause 10 of section VI)
11. No Near relative non-employment certificate.
12. GST Registration Certificate
13. No addition/deletion certificate
14. Bank mandatory form
15. Attested copy of Labour license from the Regional Labour Commissioner with number of Labourers permitted to be employed by the Tenderer should be submitted by successful tenderer before enter into agreement with BSNL.
16. Attested copy of ESI registration certificate with registration number
17. Attested copy of EPF registration certificate with registration number

SECTION – XIII
RATES OF EMPTY CABLE DRUMS

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

S. No.	Size of drum	Rate of disposal
1	1200 pairs and above	550/-
2	800 pairs	500/-
3	400 pairs	375/-
4	200 pairs	250/-
5	100 pairs	150/-
6	50 pairs	125/-
7	20 pairs	100/-
8	10 Pair	75/-

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

Section – XIV
DECLARATION FORM

I/We _____ Authorized signatory hereby declare that the tender document submitted has been downloaded from the website <http://www.ap.bsnl.co.in>

or <http://etenders.gov.in> and no additions /deletions/corrections has been made in the tender downloaded. Further if any modification in the tender schedule is noticed, the bid may be rejected irrespective of that whether the tender is under evaluation of awarding stage or awarded or at any stage as per the decision of the GMTD, VM. The decision of GMTD, VM is final and binding on both sides. The EMD/SD paid by me can be forfeited. I/ We also declare that I/We have enclosed a DD for _____ dtd drawn on _____ towards the cost of tender document with this bid.

Section – XV

Black List Declaration Certificate(on Rs.100/ Bond paper)

TAKING PART IN GOVT.TENDERS BY DOT/ BSNL /GOVT.DEPARTMENTS /PSUs (TO BE EXECUTED & ATTESTED BY NOTARY PUBLIC/EXECUTIVE MAGISTRATE ON Rs.100/- ON NON-JUDICIAL STAMP PAPER BY THE TENDERER)

I/WE _____ PROPRIETOR/PARTNER
(S) HEREBY DECLARE THAT THE FIRM/COMPANY NAMELY
M/s _____
_____ HAS NOT BEEN BLACK-LISTED OR DEBARRED IN THE PAST BY DOT/BSNL /ANY
OTHER GOVERNMENT OR SEMI-GOVERNMENT ORGANIZATION FROM TAKING PART IN GOVERNMENT
TENDERS.

*WAS BLACK-LISTED OR DEBARRED BY DOT/BSNL/GOVT.DEPT /PSU FROM TAKING PART IN
GOVERNMENT TENDERS FOR A PERIOD OF _____ YEARS
W.E.F. _____. THE PERIOD IS OVER ON _____ AND NOW THE
FIRM/COMPANY IS ENTITLED TO TAKE PART IN GOVERNMENT TENDERS.

INCASE THE ABOVE INFORMATION IS FOUND FALSE AT ANY TIME, I/WE ARE FULLY AWARE
THAT THE TENDER / CONTRACT WILL BE REJECTED /CANCELLED BY GENERAL MANAGER,
TELECOM DISTRICT, VISAKHAPATNAM AND EMD /SD SHALL BE FORFEITED

IN ADDITION TO THE ABOVE AND THE GENERAL MANAGER, TELECOM DISTRICT,
VISAKHAPATNAM WILL NOT BE RESPONSIBLE TO PAY THE BILLS FOR ANY
COMPLETED/PARTIALLY COMPLETED WORK.

SIGNATURE:
SEAL OF THE FIRM:
CAPACITY IN WHICH SIGNED:
NAME & ADDRESS OF THE FIRM:

Section – XVI**Mandate Form for payment through ECS / RTGS / NEFT****BANK DETAILS**

1	Tenderer Name	
2	Name of the city	
3	Account Name	
4	Type of Account	
5	Bankers Name	
6	Bank Account number	
7	Branch Address	
8	Branch Name	
9	Branch phone no.	
10	MICR code	
11	IFSC code	
12	Supplier phone number	
13	Supplier email ID	
14	Pan number	
15	TIN number	

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Bid Document (FINANCIAL)

**TENDER FOR PRIMARY CABLE MAINTENANCE WORKS IN
VISAKHAPATNAM TELECOM DISTRICT FOR 2020-21**

Visakhapatnam Urban/Rural

S No	Name of the work	Proposed rate
1	Excavation of trench 100 Cm s. Depth and reinstatement	
	All kinds of Soil	79
	BT surface	110
	Cement concrete	132
2	Excavating trial pits (size: 1 m x 1 m x 1m) for identification of cable/joint and reinstatement	
	All kinds of Soil	294
	BT surface	331
	Cement concrete	420
3	Pulling and laying of cables in trenches and pipes (cable will be supplied at stores) inclusive of transportation	
	Up to 20pr	6
	From 50pr to 100pr	8
	From 200pr to 400pr	16
	For 800pr	19
	For 1200pr	21
4	Joint of cables (excluding digging of pit) Incl. of end to end testing, cost of sleeves, PVC, Kerosene, Cotton & PVC tapes	
	10 pr	80
	20 pr	150
	50 pr	300
	100 pr	500
	200 pr	700
	400 pr	1000
	800 pr	1500
	1200 pr	2000
5	Complete CT box replacement: Removing existing cable pairs, replacing of faulty modules with good one, termination of cable including jumper termination and testing from MDF to pillar and pillar to DP	473
6	a). Pillar plinth construction as per the standards dimensions including material and all	
	i). For single door pillars 800/1000 pair	3150
	ii). For double door pillars	5250
	b). Erection/ replacement of pillar with painting/sign writing (including material and labour)	893
	c). Pillar earth (spike earth) with iron spike and copper wire (including material and labour)	525
7	Arranging of watch and ward for opened cables day (8 hrs. .) or night (8 hrs.)	315
8	Arranging reinstatement of cement concrete and bringing normalcy of surface area of 1:2:4	3675
9	Provision of bricks per meter	25
10	Termination of 100 pairs on MDF/Pillars	210
11	Fixing of GI PIPES (Clause-B TATA) OF 40MM dia on bridges and culverts per meter including of supply pipes	289
12	Erection of pillar with painting, sign-writing including transportation	
	a) Mini pillar	1050
	b) 800/100 pair	2100
13	Recovery and transportation per post from store dump nearest exchange or vice versa	210

***The prices are inclusive of all levies, taxes and exclusive of GST**

FINANCIAL BID

To
The AGM (NWP)
O/o GMTD-VISAKHAPATNAM -20.

Subject: - Our Financial Bid for cable maintenance works in VISAKHAPATNAM Urban

Ref: - _____

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the cable construction works in conformity with the said specifications and conditions of contract at the percentage (below/at par/above) on standard schedule rates quoted as under:

BELOW

In figures _____ %
In words _____ percent

OR

AT PAR

In figures _____ %
In words _____ percent

OR

ABOVE

In figures _____ %
In words _____ percent

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

We agree to abide by this bid for a period of 240 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated _____ / _____ / _____

Signature of the tenderer _____
Name of tenderer _____

Annexure -I
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.

- ❖ **Service Provider's Information:** The APBSNL has adopted eProcurement System for its some of SSAs/District Office through <https://etenders.gov.in>.
- ❖ **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, drawing (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 an eTender.
- ❖ **Online Schedule:** The contractors/bidders/vendors can view the Online Scheduled dates of eProcurement System (time schedule) for all the tenders floated using the online eProcurement 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.

The Schedule dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

- ❖ **Obtaining a Digital Certificate and its Usage:** On eTendering 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 (de-

code) 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 eProcurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider.

- The Bid (Online Offer) for a particular eTender 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 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 eProcurement 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 eProcurement Portal through <https://apbsnl.etenders.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 eTender) 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 eTender.

❖ **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 eProcurement Portal <https://etenders.gov.in> on or before the Schedule Dates mentioned in the eTender floated.

❖ **Submission of online bids:** The bidders are required to prepare their bids on online eProcurement 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 eTender. 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 apbsnl.etenders.in In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened.

The authority shall then open the tenders submitted by the contractors online through the [apbsnl e-Tendering Portal](https://apbsnl.etenders.in) (website).

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

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Cluster wise Exchanges list

Cluster-01

S.No.	Exchange Code	Exchange Name	Exchange Type	ClusterName
1	VSKDBG	DABAGARDENS	URBAN	APVSKDG
2	VSKDVT	DLC PORT AREA	URBAN	
3	VSKVPT	VELAMPETA - MAX I EXCHANGE	URBAN	

Cluster-02

1	VSKCRR	CRR NAGAR	URBAN	APVSKCRR
2	VSKKPD	KIRLAMPUDI	URBAN	
3	VSKPPM	PANDURANGAPURAM	URBAN	

Cluster-03

1	VSKAKP	AKKAYAPALEM	URBAN	APVSKSD
2	VSKLTN	LALITHA NAGAR	URBAN	
3	VSKNNR	NARSIMHA NAGAR	URBAN	
4	VSKSDR	SITAMMADHARA	URBAN	

Cluster-04

1	VSKAPM	ANANDAPURAM	RURAL	APVSKMDVA
2	VSKARL	ARILOVA	URBAN	
3	VSKBMN	BHEEMUNIPATNAM	URBAN	
4	VSKGTM	GITAM COLLEGE OCB RLU	URBAN	
5	VSKINS	INS KALINGA	RURAL	
6	VSKKOM	NEW MADHURAWADA RLU	URBAN	
7	VSKKUP	KAPULA UPPADA	RURAL	
8	VSKMDW	MADHURAVADA	URBAN	
9	VSKMVN	MVP NEW RLU	URBAN	
10	VSKMVO	M V P COLONY	URBAN	
11	VSKRDP	REDDIPALLY	RURAL	
12	VSKRVD	REVIDI	RURAL	
13	VSKSGN	SAGARNAGAR	URBAN	
14	VSKSTY	SONTYAM	RURAL	
15	VSKTGV	THAGARAPUVALSA	RURAL	

Cluster-05

1	VSKADV	ADAVIVARAM	URBAN	APVSKIE
2	VSKGPM	GOPALAPATNAM	URBAN	
3	VSKIES	INDUSTRIAL ESTATE	URBAN	
4	VSKMDD	MADHAVADHARA	URBAN	
5	VSKNKD	NAD KOTTA ROAD RLU	URBAN	
6	VSKPUY	PENDURTHY	URBAN	

Cluster-06

1	VSKBCV	BALACHERUVU	URBAN	APVSKMND
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TENDER FOR PRIMARY CABLE MAINTANCE WORKS IN VISAKHAPATNAM TELECOM DISTRICT FOR 2020-21

2	VSKDAN	DLC AUTONAGAR	URBAN
3	VSKDDH	DLC DOLPHIN HILL	URBAN
4	VSKDDK	DLC DACKYARD	URBAN
5	VSKDHP	DLC HPCL	URBAN
6	VSKDMG	DLC MULAGADA	URBAN
7	VSKDPV	DLC PANCHAVATI	URBAN
8	VSKDSB	DLC SBC	URBAN
9	VSKDSN	DLC SHEELANAGAR	URBAN
10	VSKDVN	DLC VISWESWARAYYA NAGAR	URBAN
11	VSKDVZ	DLC VEPZ AREA	URBAN
12	VSKKUA	KURMANNAPALEM	URBAN
13	VSKMKP	MALKAPURAM PORT AREA VM	URBAN
14	VSKMND	MINDI	URBAN
15	VSKNVY	NAVY	URBAN
16	VSKPGT	PEDAGANTYADA	URBAN
17	VSKSTS	STEEL PLANT TOWNSHIP	URBAN
18	VSKSVN	SHIVAJI NAGAR	URBAN