

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISES)



BID DOCUMENT

**TENDER FOR PROVIDING OF PLATE EARTH AT VARIOUS
STATIONS IN SHIMLA SSA**

**OFFICE OF GENERAL MANAGER TELECOMM DISTT
SDA COMPLEX BLOCK-35 KASUMPATI SHIMLA-9**

Bharat Sanchar Nigam Limited
(A Govt. India Enterprise)
Office of the General Manager Telecom District
SHIMLA-171009

NOTICE INVITING TENDER

TENDER FOR PROVIDING OF PLATE EARTH AT VARIOUS STATIONS IN SHIMLA SSA

NIT No: - 002/456/2013-14/Tender/ Earthing /Plg/GMTD/31

Date 20.05.2014

On the behalf of Bharat Sanchar Nigam Limited, packing PVC Tape/Waxed sealed tenders are invited by GMTD Shimla for providing of Plate Earths at various stations in Shimla SSA details for approximate quantity of work as to be carried out is as under :

| S. N. | Description of Work | Quantity (No of Locations) | Estimated Cost (in Rs.) | EMD (in Rs) | Cost of Bid document |
|--------------|---|-----------------------------------|--------------------------------|--------------------|-----------------------------|
| 1. | Providing exchange earth & extending Earth to earth strip of equipment room which must be less then 0.5 ohm (As per tender specification) | 43 | 11,61,000-00 | 29025-00 | 1138/- |

Eligibility Criteria:- The prospective bidders should also satisfy following conditions :

He should have completed similar work in BSNL/MTNL/PSU/Govt. department as per detail given below during last seven years ending last day of month previous to one in which the tenders are invited:

- I. Three similar completed works each costing not less than the amount equal to 40% of estimated cost

OR

- II. Two similar completed works each costing not less than the amount equal to 50% of estimated cost.

OR

- III. One similar completed works costing not less than the amount equal to 80% of estimated cost.

The Experience certificate should be issued by an officer not below than the rank of STS or Equivalent.

Intending bidders who fulfill eligible conditions may obtain Tender document from the SDE(Planning), O/o GMTD Shimla upto one day before date of opening of Tender between 1100 to 1600 hours on production of Proof of payment of Rs 1138/- (Non-Refundable). Tender document can also be downloaded from our web site www.hp.bsnl.co.in . In this case contractor has to deposit Cash/Demand Draft towards the cost of bid document in favour of A.O. (Cash) O/o GMTD Shimla payable at Shimla along with the bid .The proof of depositing of payment of cost of document has to be supplied along with the bid. In case of failure to supply this proof, the bid will be rejected.

Sale of tender document : Between 11:00 to 16:00 hours up to 23.06.2014 (all working days)
Date of submission of bid : Up to 14:30 hours on 24.06.2014
Date of opening of Bid : 15:00 hours on 24.06.2014
Cost of the Tender Document: : Rs 1138-00 (Non refundable) by cash payment or through
Demand draft drawn in favour of A.O. (Cash) BSNL
% GMTDShimla (payable at Shimla)

The payment of Bid Security (EMD) will be accepted in the form of crossed demand draft on any scheduled bank in favour of Accounts Officer (Cash),BSNL, Office of the General Manager Telecom Distt, Shimla payable at Shimla . The completed bids addressed to AGM(Planning) , O/O GMTD Shimla must reach on due date/time. If the date of opening of the tender happens to be a holiday, the tender will be opened on the next working day.

The bid, which is not accompanied by the requisite Bid Security, shall be summarily rejected. In addition to this tender document not accompanied with the cost of bid document (in case of document downloaded from the website) will summarily be rejected. The downloaded “ Tender Document” in which rates are quoted should be properly bound and sealed Loose/spiral bound submission shall be rejected out-rightly. In case of any correction/addition/alteration/omission in tender document, the bid shall be treated as non-responsive and summarily be rejected. The tenderer shall furnish a declaration to this effect that no addition/deletion/correction have been made in the tender document submitted and it is identical to the tender document appearing in the website Tender will not be accepted/ received after expiry date and time. GMTD SHIMLA reserves the right to reject any or all tenders without assigning any reason whatsoever.

AGM (Planning)
o/o GMTD Shimla
Phone no. 0177-2626344

SECTION-I

INSTRUCTIONS FOR TENDERERS

1. DEFINITIONS

- (A) "The BSNL." means the Bharat Sanchar Nigam Limited
- (B) "The Bidder" means the individual or firm who participates in the tender and submits its bid.
- (C) "The Transportation means" means Loading , Unloading ,Stacking and Transportation of BSNL Stores from within or outside of Shimla SSA to various stations in SHIMLA SSA or as per the requirement of the BSNL.

2. ELIGIBLE BIDDERS

As per Clause 12

3. COST OF BIDDING

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

4. AMENDMENT OF BID DOCUMENTS

- 4.1 At any time, prior to the date of submission of Bids, the BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 4.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the BSNL and these amendments will be binding on them.
- 4.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

5. BID PRICES

- 5.1 The bidder shall give the total composite price inclusive of all Levies & Taxes except service tax which will be payable extra as applicable, under the contract as per the price schedule given in Annexure-II of Section V . The offer shall be firm in Indian Rupees.
- 5.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 5.3 The prices quoted by the bidder shall be in sufficient detail to enable the BSNL to arrive at the price of items offered.

6 SUBMISSION OF BIDS:

Method of preparation of bid:

The Bid should contain **three** envelopes placed inside a main cover. These envelopes should contain the following;

| Envelope | Marked on the cover | Contents of Envelope |
|-----------------|----------------------------|---|
| First | Bid Security | Containing Bid security as per tender document |
| Second | Qualifying Bid | Containing documents as per clause 12 other than bid security |
| Third | Financial Bid | Rates duly quoted by the tenderer in the prescribed format of Price schedule of Tender form |

On all these envelopes the name of the firm and whether “Bid Security” OR “Qualifying” OR “Financial” bid must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/packing PVC tape). **The tenders that are not submitted in above mentioned manner shall be summarily rejected.**

7 EARNEST MONEY:

Each tender must be accompanied by an Earnest Money of the amount indicated in NIT. The EMD should be in the form of a Demand Draft issued by any scheduled Bank drawn at Shimla in favour of the Accounts Officer (Cash), BSNL O/o the GMTD, Shimla. Tender not accompanied by the Earnest money shall be summarily rejected. The earnest money shall be liable to forfeiture if the tenderer after submitting his tender rates, withdraws or modifies his offer and or the terms and conditions thereof in any manner is being understood that the tender document have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money deposit will be returned to all unsuccessful tenderers after finalization of the tenders. In respect of successful tenderer EMD will be automatically adjusted towards Security Deposit. No interest shall be payable on the amount of Earnest Money, in any case.

The EMD will be forfeited in case fails to accept the offer, incase his tender is accepted, fails to pay the security deposit in stipulated time limit, fails to carryout the work in stipulated time limit, if any of the document submitted by the tenderer is found to be forged.

8. PRELIMINARY EVALUATION:

- 8.1 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.
- 8.2 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.
- 8.3 Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without deviation. BSNL’s determination of bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidences.
- 8.4 A bid, determined as sub sequentially non responsive will be rejected by BSNL and shall not subsequent to the bid opening to make responsive by the bidders by correction of the non-conformity.

- 8.5 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 relative ranking of the bidder.
- 8.6 **BSNL'S RIGHT TO VARY QUANTUM OF WORK:-** Estimated cost of work is as mentioned in NIT. The actual value of work may vary based on actual requirement but generally being limited to +/-25% of indicated value. However , the decision of GMTD Shimla shall be final

9. ISSUE OF ACCEPTANCE LETTER

- 9.1 The issue of an acceptance letter shall constitute the intention of the GMTD SHIMLA to enter into contract with the bidder.
- 9.2 The bidder shall within 14 days of issue of the acceptance letter give his acceptance along with security deposit (which is 7.5 % of the total cost of job).& EMD taken will also be converted into Security deposit i.e. total security deposit will by 10% of the contract value.

10. SECURITY DEPOSIT:

Security Deposit should be valid for 18 months in the shape of cash or Demand Draft or Bank Guarantee from nationalized bank, failing which the tender shall be liable to cancel at the risk and cost of the tenderer.

11 SIGNING OF AGREEMENT

The successful tenderer after depositing security deposit shall be required to execute an agreement on a non judicial stamp paper of Rs one hundred only on his own cost and in the form annexed hereto. In the event of failure of the tenderer to sign the agreement within seven days of being called upon to do so after acceptance of tender, or in the event of failure to start the work as stipulated, the earnest money and/ or initial security deposit shall stand forfeited to the BSNL and the acceptance of the tender shall be considered as revoked.

12.1 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- (i) Demand Draft of bid security in favour of Accounts Officer (Cash) BSNL % GMTD Shimla payable at Shimla .
- (ii) Authority letter in case of authorized representatives of a firm as per section VI.
- (iii) Complete signed Bid form excluding Annex-II of Section-V
- (iii) Proof of experience as per eligibility criteria .
- (iv) Service tax registration and PAN No.
- (v) Detail of civil suit /litigation/arbitration entered into, if any.
- (vi) Complete information of tenderer as per section-II
- (vii) Attested copy of registration with EPF authorities or affidavit for EPF registration.
- (viii) Original power of Attorney in case person other than the tenderer has signed the tender documents.
- (ix) Registration of firm, partnership deed, in case of partnership firm .

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates issued either by the bidder or any other firm/associate before submitting them in the bid. The onus of providing genuineness of the submitted documents would rest with the bidder .

- 12.2 Tender without any of the above document will be liable for rejection.
- 12.3 Envelope superscribed, as "Pre Qualification Bid" will be opened first by the Tender opening committee

- 12.4 Financial bid will be opened only of those bidders whose pre-qualification bid is found to be in order. Other financial bids will be returned to the bidders without opening.
- 12.5 A gazetted officer from Central/State Govt must attest all the documents. Un-attested documents shall not be entertained.
- 12.6 Tender will be opened in the presence of those bidders/their representatives who may wish to be present at their own cost.
- 12.7 Only one person either bidder or his representative will be permitted to present while opening of the bids.
- 12.8 If the documents of 1st and 2nd envelopes are found interchanged, the bid will be rejected.
- 12.9 In case of holiday on dates given above, next working day will be treated for the purpose.
- 12.10 Any bid received by the BSNL after the scheduled time for submission of bids shall be rejected and returned unopened to the bidder.

13. BID SECURITY

- 13.1 The bidder shall furnish, as part of his bid, a bid security as per NIT.
- 13.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 13.5.
- 13.3 The bid security shall be in the form of a bank draft issued by a scheduled bank in favour of Accounts Officer (Cash) O/O GMTD SHIMLA, payable at SHIMLA
- 13.4 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL pursuant to clause 12.
- 13.5 The bid security may be forfeited:
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with clause 9.1 or
 - (ii) To furnish Security deposit in accordance with clause 9.2.
 - (c) In both the above cases, i.e 13.5 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of acceptance letter. The bidder will not approach the court against the decision of BSNL in this regard.

14. PERIOD OF VALIDITY OF BIDS

- 14.1 Bid shall remain valid for **150 days** from the date of opening of bids. Any bid with shorter validity period will be rejected.
- 14.2 In exceptional circumstances, the GMTD SHIMLA may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 8 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

15. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the GMTD SHIMLA may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

SECTION – II

INFORMATION TO BE GIVEN BY TENDERERS

General:

1. Name of the Tenderer / firm _____
2. Address of the firm.
3. Telegraphic Address.....
4. Tel. No. (with STD code) (O)..... (Fax)..... (R).....
5. Registration & incorporation particulars of the firm
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

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

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

6. Name of Proprietor/Partners/Directors.
7. Tenderer's Bank, its address and his current account number.....
8. Permanent Income Tax number, Income Tax circle.....

9. Capacity of the Contractor:

Minimum capacity of engaging no. Have
Majdoors per day:

I/We do hereby declare that the entries made and Appendices attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Shri _____ whose signature is appended here to in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concern whether any intimation of such change is to the department or not.

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- III

DECLARATION

I/We hereby declare that none of my/our near relatives is employed in any capacity in any of the units of o/o the General Manager, Telecom District Shimla. I /We shall also intimate the Names of person(s) who is/ are working with us in any capacity or is/are subsequently employed by us and who are near relatives to any officer in Shimla Telecom. District. I/We am/are aware that any breach if this condition would result in immediate termination of contract /cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by Shimla Telecom District.

Note: -The term “near relatives” means wife/husband/parents and Grand parents/ children, grand children/brothers/sisters/ uncles/aunts/cousins and their corresponding in-laws.

**NAME AND SIGNATURE OF THE CONTRACTOR
(Capacity in which signing)**

Station:

Date:

SECTION-IV
TERMS AND CONDITION OF CONTRACT

Terms and conditions governing contracts for laying of earths in Shimla SSA .

1. DEFINITIONS

- (i) The term “contract” shall mean and include the invitation to tender incorporating also the instructions to tenderers, the Tender, its Annexure and schedules, acceptance of tender and such general and special conditions as may be added to it.
- (ii) The term “contractor” shall mean and include the person or persons firm or company with whom the contract has been placed including their heirs, executor, administrators, successors and their permitted assigns, as the case may be.
- (iii) The term “contract Rate” shall mean the rates of payment accepted by the General Manager Telecom District Shimla for and on behalf of the BSNL.
- (iv) Department/Shimla Telecom District means the General Manager Telecom District, Shimla & subordinate offices.
- (V) Normal time or stipulated time means time specified in the work order.
- (VI) Extension time means the time granted by Shimla Telecom District as per NIT.
- (VII) Date of commencement of work: refers to the date of commencement as mentioned in the work order.

2. PERIOD OF CONTRACT

The contract shall remain in force up to one year from the date of contract or such later date as may be decided by the General Manager, Telecom District, Shimla The General Manager, Telecom District, Shimla reserves the right to terminate the contact at any time during its currency without assigning any reason thereof by giving thirty days notice in writing to the contractors at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination.

The action of the General Manager, Telecom District, Shimla under this clause shall be final, conclusive and binding on the contractors and shall not be called into question. The General Manager, Telecom. District, Shimla in his discretion can extend/reduce the validity of the contract at any time during the currency of contract without assigning any reason.

3. ISSUE OF WORK ORDER :

- (i) The work order shall be issued by the AGM(Planning) in the prescribed format indicating clearly the quantum of work with full description and date of commencement/completion, estimated cost of work etc. At least one-week time shall be given to the contractor to commence work against each work order.
- (ii) The will order will be issued as per requirement of BSNL .

4. Measurement ,Inspection :

Measurement:

- (a) The measurement books are to be maintained by the Site incharge /site Engineer not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall

be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned.

- (b) The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where Junior Telecom Officer is site engineer shall be responsible for conducting test check of 50% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.
- (c) The contractor shall sign all the measurement recorded in the Measurement Book. This will be considered as an acceptance by the contractor of the measurement recorded in the MB. In case contractor fails to attend the measurement or fails to sign or to record the difference within a week, then the measurements taken by site incharge or by the Site Engineer as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

5. PRICE VARIATION:

The BHARAT SANCHAR NIGAM LTD shall not be responsible for any escalation in price of labour or materials, machinery, equipment etc. whatsoever or any increase in any duties, levies or taxes in respect thereof whatsoever and the contractor rates and contractor's obligation shall remain unaffected by such escalation and/ or increase.

6. PAYMENT TERMS

6.1 Payment of bills will be made as under: -

- (i) **Procedure for Preparation, Processing and Payment of bills:**
The Contractor shall prepare the bills in triplicate ensuring execution of work and submit the bills to D.E. in-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book. The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates and submit the bill with the measurement documents as mentioned below to the Divisional Engineer, in-charge of work..
- (ii) First copy of bill with copy of measurement sheets of measurement book. (Payable Copy)
- (iii) Second copy of bill. (Not for Payment)
- (iv) Third copy of the bill with copies of measurement sheets of measurement book (office copy).
- (v) Challan of deposit of service tax claimed in his previous bills and EPF & ESI deposit in r/o his employees if applicable, against completed works in accordance with Terms & conditions of tender document to the work order issuing authority for completed works. No bills/claims will be entertained by the BSNL after three months of the completion of work. It is responsibility of contractor to submits bills to the concerned SDO/DE within specified time.
- (vi) Taxes at the prevailing rates will be deducted from the bills.

- 6.2 The rates once approved will not be enhanced in any circumstances. In case the tenderer shows his inability to carry out work, the same will be got done from other agencies and the amount paid in excess of approved rate will be recovered from the tenderers pending bills/security/performance guarantee.
- 6.3 The GMTD SHIMLA has the right to deduct any amount from the bill, as he may consider reasonable for the unsatisfactory execution of work.
- 6.4 The payment will be made by Cheque/RTGS.
- 6.5 No advance payment will be made.
- 6.6 The contractor will not be permitted to sublet the work to other agencies on commission basis. In such circumstances if it is found that the work has been Sublette, the earnest money, security and performance guarantee of the tenderer will be forfeited and no further work will be allotted to him.
- 6.7 If any of the information furnished by the tenderer is found to be incorrect the contract is liable to be terminated without notice and the earnest money and security and performance guarantee deposit is liable to be forfeited.
- 6.8 BSNL will also reserves the right to forfeit earnest money and security and performance guarantee if the tenderer on /after acceptance of the contract fails to comply with any of the terms and conditions set out in tender or agreement. In such circumstance the right of cancellation the contract rests with BSNL.
- 6.9 That in the event of tenderer being adjudged insolvent or otherwise legally in capable of fulfilling this contract. GMTD SHIMLA shall have power to terminate the contract immediately without giving any notice to the tenderer and earnest money and security will be forfeited.
- 6.10 Checklist Points (To be endorsed on the bill in addition to requisite certificates.) :
- Contract No.....dated.... Bill No. dated
- (i) Work has been done satisfactory as per contract bearing
Number..... date.....
And further w/o Number.....date for the period
Provision exist in Estimate no.....
- (ii) Rate approved/accepted as per ANXof agreement
- (iii) All documents have been attached as required as per contract.
- (iv) No complaints received from labours .
- (v) Nothing is due from contractor .
- (vi) No damages done by the contractor during performance of duty.
- (vii) No substandard work has been done /
- (viii) No penalty is applicable as per contract.

7. ARBITRATION

- 7.1 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, (**Himachal Pradesh**) or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, (**Himachal Pradesh**) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, (**Himachal Pradesh**) or the said officer is unable 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 BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL Servant

has expressed view 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 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.

- 7.2 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.
- 7.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, Himachal Pradesh or such places as the arbitrator may decide. The dispute may be requested for arbitration within six months from the date of completion of work by the contractor . The following procedure shall be followed :
- 7.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 7.3.2 There should not be a joint submission with the contractor to the sole arbitrator.
- 7.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 7.3.4 The onus of establishing his claims will be left to the contractor.
- 7.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 7.3.6 The “points of defense” will be based on actual conditions of the contract.
- 7.3.7 Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
- 7.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- 7.3.9 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.

7.2 SET OFF

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

8 PENALTY FOR DELAY IN COMPLETION OF WORK

The completion of work within time specified in work order shall be deemed to be most important aspect of the contract on the part of the contractor and shall be reckoned from the next day of the issue of the work order. An amount equal to 0.5% of the billed amount per day shall be deducted from the bill in case of delay in completion of the work subject to maximum 10% of the value of the work against the work order. Time period shall be normally 7 days, however it will be decided by work order issuing authority on the basis of quantum of work.

INSPECTION.

The officer nominated by GMTD SHIMLA may conduct the inspections.

9. WARRANTY:

The contractor would provide a warranty of two year on the earth value from the date of commissioning of the earth . Within the warranty period the contractor has to ensure that the earth value should be within the limit i.e., 0.5 Ohm. If at any time it is found that the earth value is more than 0.5 Ohm, then the contractor would do the necessary rectification work so as to bring the earth value within the limit. Rectification work will be done by the contractor at its own cost. Normally this work should be completed within one month time. If the contractor fails to perform, then the rectification work will be done either by separate contractor or departmentally as decided by the authority . The cost incurred , will be recovered from the contractor's security deposit (SD).

SECTION-V

ANNEXURE-I

Technical Specifications:-

Exchange Earth:-

Installation and laying of plate earth:-

- 1.1 This work includes digging of pit of suitable size and depth size i.e. (Pit Size= 2mX2mX3m depth minimum) and placing G.I. Plates of size 600mm x600 x 6.5mm -4 Nos. After the earthing electrode is placed in position and all the interconnection made, the pit should be filled up with fine ash and/ or finely sieved good quality soil which should be rammed in layers so that it is compact and cohesive. Interconnection strip (4 nos) of size 50 x 3 mm is to be provided as shown in Fig. 4.
- 1.2 Plates and GI strips are to be connected by GI nuts and bolts. To prevent ingress of moisture and soil, the joint is made water tight by covering with bitumen.
- 1.3 GI strip of 50 x 3 mm must be used for termination of the earth at the distribution point in the exchange, running preferably without any joint (joint if any shall be of similar metals and should be water proof) from the earth pit to earth bus bar. This strip is to be placed inside 40 mm dia PVC conduit pipe buried 50 cms deep as far as possible. All nuts and bolts used for termination of earth on the earth bus bar should be made of GI. The work is to be executed as per technical specification supplied.
The termination of earth in the exchange shall be done on the GI plate (earth bus bar) of size 50 mm wide and 3 mm thick and 30 cm length, firmly fitted on the wall properly insulated from the wall with the help of insulated plastic plugs of suitable size, so as it can hold the tension of earth strips from the earth pit and wire/bars output to the equipment. The earth bar shall have 5 (five) holes equi spaced at 5 cms. Each, all fitted with GI nuts, bolts (40 mm) and washers (2 nos each) with termination as per attached diagram.
- 1.4 The requirement of earth resistance is less than 0.5 Ohms. And no relaxation will be given in this regard. The earth value will be measured with Digital Earth tester available with the BSNL and measurement will be shown on MB & bill for each earth.
- 1.5 G.I. pipe of 50 mm dia size having funnel with wire mesh on the top is to be fixed in the pit for pouring water in the earth pit. Chamber of suitable size with cover may be constructed to cover the funnel.
- 1.6 The earth resistance must be less than equal to 0.5 Ohms. Contractor shall be responsible for getting the earth A/Ted by the officer/agency authorized by GMTD Shimla without which the work will not be termed as complete.

Note:- No material whatsoever for all the above works shall be supplied by the BSNL

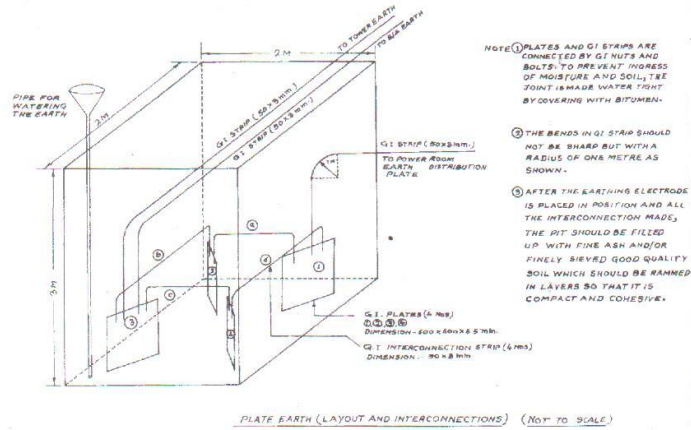


FIGURE 4

FINANCIAL BID

ANNEXURE-II

| SN | Description of Work | Quantity | Unit Rates per site inclusive of all taxes except service tax | |
|----|--|-----------------|---|----------|
| | | | In Figures | In Words |
| 1. | Complete Exchange earthing as per specifications in Annexure-I of Section-V along with the carriage of all requisite materials at Site | 43 Locations | | |

*** Service tax will be paid extra as applicable.**

SECTION-VI

LETTER OF AUTHORIZATION OF ATTENDING BID OPENING

Tender Number _____

Sub: Authorization for attending bid opening on _____ (date) in the tender of _____

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

| Order of Preference | Name | Specimen Signature |
|--------------------------|------|--------------------|
| I | | |
| II | | |
| Alternate Representative | | |

Signature of bidder

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-VII

AGREEMENT

An agreement made this _____ day of _____ Two thousand _____ and between the Bharat Sanchar Nigam Limited (hereinafter called the Government (which expression shall unless excluded by or repugnant to the context, include his successors and assignees) on the one part and _____ having its registered office at _____ (acting through its constituted attorney) hereinafter called the "Contractor" (which term shall include their heirs, executors, successors and assignees) on the other part.

Whereas the Government is desirous of getting executed certain works namely:

And whereas the contractor is ready and willing to execute the said works in accordance with the contract.

Now, this agreement witness and it is hereby agreed and declared as follows:

The tender notice, instructions, conditions of contract, construction specifications, guidelines to Contractor, Schedule, letter of intent No. _____ dated: _____ (along with its enclosures) annexed hereto and such other additional particulars, instructions, drawings 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 "Contract" or "Contract Documents" wherever herein used.

In consideration of the payments to be made to the contractor for the works to be executed by him, the contractor hereby conversant with the Government that the contractor shall in accordance with the contract documents duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.

In consideration of the due provisions, executions and completion of the said works, the Government hereby agrees with the contractor that the Government will pay the contractor the respective amounts for the work done by contractor and such others sum (s) as may become payable to the contractor under the provisions of the contract.

In witness whereof the parties hereto have executed these presents the day and the year first above written.

In the presence of

**Signed and Delivered
For and on behalf of B.S.N.L.**

1. Signature: _____
Name: _____
Designation: _____

2. Signature: _____
Name: _____
Designation: _____

In the presence of

**Signed and Delivered by for
On behalf of Contractor**

1. Signature: _____
Name: _____
Address: _____

2. Signature: _____
Name: _____
Address: _____