

SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE,
GMTD Shimla, Block No. 35
SDA Complex, Kasumpti-171009
Detailed Notice Inviting Tender

No : 002/488/2014-15/Tender/Mtce/L&W and Cable/Plg/SML/5

Dated 05.07.2014

Properly Sealed tenders (with packing PVC tape/ Sealing Wax) are invited by the General Manager, Telecom District, Shimla from the reputed contractor(s) for Maintenance of L&W and Cable Network in Shimla SSA as per detail given below :-

Cost of Tender document = Rs 569/- (for works less than 5lakhs)
= Rs 1138/- (for work more than 5lakhs)

Date of Submission of Bid= 13.08.2014 upto 14:30 Hrs
Date of opening of tender = 13.08.2014 At 15:00 Hrs

SN	Description of work	Estimated cost of work in Rs	EMD (Rs.)
1	Maintenance of Line & Wire and Cable Network in Shimla SSA for the Year 2014-15	24,80,731-00	62,018-00

2 Eligibility Condition: The prospective bidders should satisfy following conditions :

(a) 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 .

(b) He should hold a valid Service Tax/EPF Registration and PAN number.

3. Those satisfying the eligibility condition stated above in clause-2 should submit their application with tender fee to AGM(Planning) , O/O GMTD, Shimla for issue of tender documents.

3.1 The cost of tender document (Non-refundable) which can be paid in the form of DD. The DD need be drawn in favour of AO (Cash) BSNL O/o GMTD, Shimla, payable at Shimla.

3.2 The tender document shall be available on all working days between 11.00 to 16.00 hrs in the O/o AGM(Planning) , GMTD Shimla upto one day in advance of last date of opening of tender.

- 3.3 **Tender document can also be downloaded from the internet www.hp.bsnl.co.in.**
In case of contractor downloading the tender document from Website then he should enclose DD for tender document fee with the tender offer.
4. **Submission of Tender:-**The tender is to be dropped in tender box kept in the O/o GMTD Shimla upto 14:30 hrs of date of opening of tender.
5. **Opening of tender :-** The tender will be opened in the office GMTD Shimla **Block No. 35 SDA Complex, Kasumpti-171009 , Shimla** at 15.00 hrs. on the same day.
The right to accept the whole or part there of or to reject any bid/bids or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without any liability or prejudice for the losses incurred to affected bidder or bidders due to cancellation of tender process or rejection of bids thereof, is reserved by the General Manager Telecom District Shimla.

Note :- 1 During evaluation process if it is observed that the downloaded document is not exactly as per original document and is tempered/modified in any way the bid will be rejected.

AGM (Planning) Shimla
Phone no. 0177-2626344,
Fax no. 0177-2622531

SECTION-II

TENDER INFORMATION

2.1 Definitions :

- a) The Chief General Manager means the Chief General Manager HP Telecom Circle .
- b) The General Manager means the General Manager (Telecom District), Shimla.
- c) The Deputy General Manager means the Deputy General Manager Telecom, Shimla.
- d) The DE means the Divisional Engineer
- e) Representatives of the Divisional Engineer mean the Officer and staff in the telecom District Shimla deputed by the DE concerned for supervising the works etc.
- f) The jurisdiction of GMTD, Shimla: The jurisdiction of GMTD, Shimla means area covered as per the following table.

S.No.	Name of SSA	Districts covered
1	Shimla	Shimla, Kinnaur, Part of Kullu & Spiti Districts of HP

- g) Divisional Engineer-in-charge: The Divisional Engineer-in-charge means the Divisional Engineer under GMTD Shimla who is in-charge of work.
- h) Site in-charge: The Site in-charge means the Sub Divisional Engineer under DE , who is in-charge of Site .
- i) Site Engineer: Site Engineer means Junior Telecom Officer of BSNL under SDE/DE of concerned Sub-Divisions/Divisions for supervision of the work including 100% measurement at site under site incharge.

2.2 **Type of Tender : Single Bid**

2.3 **Payment of bid Security :- (Refer para 3.5 of Section-III i.e. instructions to bidders)**

Bid security Shall be paid in the following ways :

- a) Demand Draft :- DD should be issued from a scheduled bank , drawn in favour of 'Accounts officer (CASH), BSNL O/o GMTD, Shimla; payable at 'Shimla'.

2.4 Bid shall remain valid for 150 days from date of opening of the bid. (refer para 3.7 of this document)

2.4.1 Contract Period :- The tender will remain operative for one year from date of agreement. However GMTD reserves the right to extend or cancel the tender at any time without any reason.

2.5 **Place of submission of tender bids :**

Tender bid should be submitted in the office GMTD Shimla, Block No. 35 SDA Complex, Kasumpti-171009. It shall be opened also at the same address .

2.6 PAYMENT TERMS (refer clause 4.1.8 (i) of Section-IV in the tender document)

- a) Payment shall be processed on running bill based on progress of three months on certification of completion of work by site incharge. Recovery if any will be deducted.

Date:Place:

Signature of tenderer/authorized signatory

With name.....

& Rubber Seal of the tenderer

SECTION – III
GENERAL PROCEDURE AND CONDITIONS

(a) Instruction to Bidder

3.1

INTRODUCTION

DEFINITIONS

1. **BSNL** : The BSNL means BHARAT SANCHAR NIGAM LIMITED, a Government of India Enterprise, with Head Quarters at New Delhi, which invites the tender on behalf of the all references of :
Chief General Manager
General Manager
Deputy General Manager
Divisional Engineer

(Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL).
2. **Contract**: The term contract means, the documents forming the tender offer and acceptance thereof. It shall also include the formal agreement executed between 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 Divisional 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.
3. **Contractor**: The contractor shall mean the individual, firm or company, whose tender is accepted, 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
4. **Works**: The expression “Works” means all the tasks defined in specification of work.
5. **Schedule (of rates)**: Schedule(s) referred to in these conditions shall mean the relevant schedule(s) of rates mentioned in the document in the tender form.
6. **Site**: The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
7. **Normal Time or Stipulated Time**: Normal time or stipulated time means time specified in the work order to complete the work.
8. **Date of Commencement of Work**: The contractor should commence work from 2th day of the date of issue of work order, which will be intimated by fax/telephone /email also.
9. **Due date of completion**: Due date of completion shall be the date by which the work shall be completed at site .Which should be completed in the same month.
10. **Duration of completion of work**: The duration of completion of work shall be upto last working day of the month.
11. **Excepted risk**: Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the

Tender for Maintenance of L&W and PIJF Cable Network in Shimla SSA
contractor has no control and the same having been accepted as such, by the GMTD,
Shimla.

3.2 AMENDMENT OF THE BID DOCUMENTS:

- a At any time, prior to the date of submission of bids, 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.
- b The amendments shall be notified in writing or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from B.S.N.L and these amendments will be binding on them.
- c In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, BSNL shall ensure that the deadline for the submission/opening of bids is at least seven days away from date of issue of amendment

3.3 DOCUMENTS TO BE SUBMITTED WITH THE TENDER OFFER:

The bidder shall furnish, following documents along with his tender offer:-

- i. Questionnaire and tender form of the Tender document(s), duly filled in and signed by tenderer or his authorized representative (along with seal). All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- ii. Bid Security for an amount as specified in tender information.
- iii. The copy of Experience certificate as per eligibility conditions issued by not below the rank of STS or equivalent, in proforma 5(A) any other standard performa of issuing authority.
- iv. Copy of Service Tax/EPF registration /PAN card.
- v. List of qualified experienced personnel, who are working for the tenderer, who will be deployed for carrying out the work if any.
- vi. In case of proprietary firm, proprietor certificate from the proprietor of the firm that he is the sole proprietor of the firm.
- vii. Authenticated valid copy of partnership deed in cases of partnership firm & form-A issued by Registrar of firms.
- viii. In case of Limited Company, attested copy of articles of association duly registered with Registrar of Company affairs.
- ix. Original 'Power of Attorney' in case person other than the tenderer has signed the tender document.
- x. In case of bidder downloading the tender document from Website then he should enclose DD for tender document fee with the tender offer.

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 .

- 3.4 The contractor shall produce registration of his firm with EPF and show evidence of EPF contribution in respect of labours/employees employed by the contractor for the execution of works of BSNL before any payment is made to him for the work.

3.5 Bid security:

1. The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount specified in the tender information.
2. Bid Security shall be paid
 - a) In the form of Crossed Demand Draft, issued by a scheduled bank, drawn in favour of Accounts Officer (CASH) , office of GMTD Shimla as stated in tender information
3. No Interest shall be paid by the BSNL on the bid security for any period, what so ever.
4. The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security's forfeiture.

A bid not secured in accordance with Para above shall be rejected by the BSNL as non-responsive.

 - i. The bid security of unsuccessful bidder will be refunded as promptly as possible and within 30 days of finalization of tender without any interest.
 - ii. The successful bidder's bid security will be compulsorily converted in to Security Deposit.

The bid security shall be forfeited;

- i. If a bidder withdraws his bid during the period of bid validity period specified in the bid document or
- ii. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the offer, which are not acceptable to the BSNL or
- iii. In case of a successful bidder, if the bidder fails to sign the agreement and deposit material security in the stipulated time.

3.6 Bid prices :

The bidder shall give a total composite price inclusive of all taxes and levies **Excluding Service TAX as applicable** which is to be shown separately in bill for works to be executed. The contractor shall be responsible for transporting the material, to be supplied by BSNL (at the SSA store/ concerned SDOTstore dump) 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 of Rates and therefore no separate charges shall be payable on this account. The offer shall be firm in Indian Rupees.

- (i) Prices shall be quoted by the bidder for each item in the tender form financial bid in figures & words..
- (ii) 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 summarily.
- (iii) Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in Tender form. 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.

3.7 PERIOD OF VALIDITY OF BIDS :

Bid shall remain valid for days specified in 2.4 of tender information from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD MAY BE REJECTED BY BSNL AS NON-RESPONSIVE.

3.8 SIGNING OF BID:

- a. The bidder shall submit, as a part of his bid, the bid documents duly signed on **Questionnaire & Tender form**, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.
- b. 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.

3.9 Method of preparation of bid:

- a. Bid for the tender should be submitted in an envelope . This envelope should contain the document as per para 3.3 & should be submitted in the manner given below :
The envelope must bear the following :

**Tender for Maintenance of L&W and Cable network in Shimla SSA
NIT no. :**

- b. The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c. 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.

3.10 SUBMISSION OF BIDS:

Method of preparation of bid:

Bid for each tender should be submitted in **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 3.3 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.**

- a Tender offers should be dropped in person in the **tender box placed in the Office of GMTD Shimla** before the closing time & date of tender. The tenderer is to ensure the delivery of the bids at the correct address. The department shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented after the sealing of box will not be accepted and will not be allowed to be deposited in the tender box.
- b. **Postponement of Tender Opening:** In case it is required to postpone the opening date of tenders, the same shall be done and communicated to the tenderer who have purchased the tender documents at least two days before the date of opening of tender. 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. 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.
- c The Government of India if subsequently, declares the date fixed for opening of bids as holiday, the bids will be opened on next working day, time and venue remaining unaltered.

LATE BIDS:

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.

3.11 MODIFICATIONS AND WITHDRAWAL OF BIDS:

- a The bidder may modify or withdraw his bid after submission and before closing of tender, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax sealed/Packing PVC tape) in the tender box, before the schedule time & date for closing of tender.
- b No bid shall be modified subsequent to the deadline for submission of bids

3.12 BID OPENING AND EVALUATION:

3.12.1 OPENING OF BIDS BY BSNL :

- a. BSNL shall open the bids in the presence of bidders or their authorized representatives who choose to attend, at prescribed time in NIT. on due date. The bidder's representatives who are 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 Performa 5(B) of tender document)
- b Only one representative for any bidder shall be authorized and permitted to attend the bid opening.

3.12.2 The Bids shall be opened in the following manner:

- a. The bid opening committee shall count the number of bids and arrange them in alphabetic order as per name of the firm & 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 TOC members shall initial on the outer envelopes as well as tender form of all the bids with date.
- b. The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected outright. Closing the cover by gum, will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

3.13 CLARIFICATION OF BIDS BY BSNL:

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

3.14 EVALUATION OF BIDS:

- a. BSNL shall evaluate each bid to determine whether the same meet the technical and commercial requirement of this tender.
- b. If there is discrepancy between words and figures, the amount in words shall prevail. If the tenderer does not accept the correction of the errors, his bid shall be rejected.
- c. BSNL will determine the substantial responsiveness of each bid to the bid document. For the purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- d. A bid determined as substantially non responsive will be rejected by BSNL and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- e. BSNL may waive any minor infirmity of non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

3.15 The comparison of responsive bids shall be based on rates quoted for all item .

3.16

- a. No bidder shall try to influence BSNL on any matter relating to his bid, from the time of bid opening till the time of contract is awarded.
- b. Any effort by the bidder to modify his bid or influence BSNL in BSNL's bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.

3.17 AWARD OF CONTRACT:

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

3.18

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.

3.19

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 whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action.

3.20

LETTER OF ACCEPTANCE:

- a The letter of Acceptance shall be issued to the accepted bidder with the intention of BSNL to enter into the contract with the bidder.
- b The bidder shall within 10 days of issue of Letter of Acceptance (LOA), give his acceptance along with Security Deposit .

3.21

Security Deposit:

Amount of Security Deposit will be 10% of the Contract Value of Tender. As soon as the tender is approved by the competent authority, the Bid Security (2.5% of Estimated Cost of Tender) deposited by the successful bidder shall be compulsorily converted into the Security deposit, which will be held by the BSNL till the completion of work. Remaining 7.5% of S.D. will be adjusted from the first bill of the contractors.

3.22

SIGNING OF AGREEMENT:

- a The agreement with the successful bidder shall be signed by BSNL on Non-judicial Stamp paper of Rs. 100/- at his own cost within 15 days of submission of acceptance of LOA. After signing of agreement the contractor will have to deposit material security as per direction from GMTD office.

End of SECTION III

SECTION - IV

GENERAL TERMS & CONDITIONS OF CONTRACT

4.1 GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

4.1.1 APPLICATION

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

4.1.2 STANDARDS

The works to be executed under the contract shall conform to the standards prescribed in the "Scope of work and specification of work" for Cable construction.

4.1.3 PRICES

- a. Prices quoted by the Contractor for the works performed under the Contract shall not be higher than the prices quoted by him in his contract with private telecom/firms.
- b. 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.

4.1.4 SUBCONTRACTS:

The contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract without prior permission from GMTD Shimla.

4.1.5 SECURITY:

i Material Security

- a. The successful tenderer will have to deposit material security of **Rupees Fifty Thousand** only in the form of bank guarantee valid for one and half year from a scheduled bank for the work awarded. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of AO (Cash) O/o GMTD SHIMLA issued by a scheduled bank. The material Security will be a non interest bearing deposit .Work order will be issued only after receipt of material security.
- b. The value of stores issued to contractor at any point of time will be limited to the amount of material security. If due to any reason the contractor wants more stores to be issued to him then he will be requested to submit additional material security in multiple of ten thousand of Rupees. In this regard the decision of the GMTD SHIMLA shall be final and binding.
- c. The amount of the material guarantee shall be payable to BSNL as a compensation for any loss resulting from the contractor failure to submit proper account of utilization of material issued to him under the contract.
- d. On receipt of material account and its verification, the Material security shall be released/refunded after payment of the final bill of the work under the contract or final settlement of material account whichever is earlier.

ii Performance Guarantee

The security deposit will be as per clause 3.21 of section III of the Tender document .

- a. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

- b. The performance guarantee shall be refunded on expiry of six month of completion of work , 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.
- c. No Interest will be paid to the contractor on the performance guarantee deposit.

4.1.6 Issue of Work Orders & Time limit

- a As the work is of maintenance in nature , The work order will be issued from o/o GMTD Shimla as per requisition received from field units for execution of work .
- b The Work order shall be issued by the AGM(Planning) after examining the technical and planning details of the works to be executed.
- C 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 if in the opinion of the work order issuing authority, the contractor is not executing the work at the required pace.

4.1.7 Measurement ,Inspection, :

i 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) Responsibility of taking and recording measurements: The measurements of various items of work shall be taken and recorded in the measurements book issued with work order. The measurements shall be taken and recorded by an officer not below the rank of Junior Telecom Officer.
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.

ii INSPECTIONS AND QUALITY CONTROL

It is imperative that the contractors are fully conversant with cable laying and associated work in accordance with specifications. The contractors are expected and bound to ensure quality works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The Site In-charge will satisfy himself that the work conforms to the specification. GMTD reserves the right to inspect the work himself or through his representative at any time during execution of work or thereafter.

iii AUDIT AND TECHNICAL EXAMINATION:

- a. BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. 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 overpayment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause under the heading payment of bills , 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 BSNL to the contractor.
- b. Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with BSNL.

4.1.8 PAYMENT TERMS

i Procedure for Preparation and settlement of bills :

Payment shall be processed on running bill based on progress of three months on certification of completion of work by site incharge. Recovery if any will be deducted.

ii Procedure for Preparation, Processing and Payment of bills: The Contractor shall prepare the bills in triplicate ensuring execution of part work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to 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..

- First copy of bill with copy of measurement sheets of measurement book. **(Payable Copy)**
 - Second copy of bill. **(Not for Payment)**
 - Third copy of the bill with copies of measurement sheets of measurement books (office copy).
- The payment for less depth will be made on prorata basis.
- Store reconciliation statement &Details of empty cable drums cost of which needs to be recovered from the bill if not deposited by the contractor to the store in-charge.
 - Final bill should be submitted within three months of completion of work. No payment and claim will be admissible if any, after due date and case will be treated as time barred and forfeited.
 - Copy of service tax paid challan of previous bill is to be enclosed with next bill.

iii. 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
- (ii) Provision exist in Estimate no.....

- (iii) Rate approve/accepted as per ANXof agreement
- (iv) All documents have been attached as required as per contract.
- (v) No complaints received from labours .
- (vi) Nothing is due from contractor .
- (vii) No damages done by the contractor during performance of duty.
- (viii) No substandard work has been done /
- (ix) No penalty is liable as per Tender clause 4.1.9 of Section-IV in the Tender document .

iv. PROCEDURE FOR PAYMENT FOR SUB STANDARD WORKS

1. The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of works are executed with unskilled workmanship or with materials of any inferior quality which is not in accordance with the contract (referred to as sub-standard 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.
2. **Timely action by Site incharge/Site engineer :** Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Site officers to point out the defects in work in time during progress of 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 . 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 notice period, if the contractor fails to rectify/replace/remove the substandard items, the defect shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the contractor.
3. Non reporting of substandard work in time on the part of the Site Engineer 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 or associated liabilities.
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 GMTD SHIMLA , the items in question will not materially deteriorate the quality of service provided by the contractor , the GMTD SHIMLA 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 executing the work involving substandard items of work, as ;Chairman and one S.D.E (Planning) and an Accounts Officer, as members. The committee shall take into account, the approximate cost of materials/work pointed out as substandard and recommend the rates payable to such substandard work which shall not exceed 60% of the approved rates of the items in question.
5. **Record of substandard work:** The items adjudged as substandard; shall be entered into the measurement with red-ink.

4.1.9

PENALTY CLAUSE :

(I)

DELAYS IN THE CONTRACTORS PERFORMANCE

- 1 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from 2nd day from the date of issue of work order by BSNL. During the period of work order the work to be executed will be intimated to contractor on telephone/fax/email address and he will have to promptly start the work within 6 hours. Penalty of 1.5%(of the bill amount) per week will be imposed for delays caused in the work subject to the maximum of 10% amount of total bill for that month. .As the work is of maintenance nature and is to be done promptly as per

instruction of site-incharge. If the assigned work is not executed promptly SDOT concerned can get the work executed at the risk and cost of contractor. Additional penalty of 10% will be levied on the total amount of bill executed through other contractor and will be recovered from bills of contractor. If the work is delayed & could not be executed through other contractor, Penalty of 1.5% (of the bill amount) per week will be imposed for delays caused in the work subject to the maximum of 10% amount of total bill for that month in that particular sub division.

2. On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer planning that, he is allowed to proceed further with the work. It will be at the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer. One of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and the contractor.
3. 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.
4. In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the GMTD SHIMLA 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.
5. The GMTD SHIMLA reserves the right to cancel the contract and to forfeit the security deposit if the contractor fails to commence the work within 7 days of the date of receipt of the work order.

(II) Penalty for causing inconvenience to the public:

1. The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt/public place, which may cause inconvenience to Public. If the contractor does not deposit/remove the empty cable drum of such material within 3 days of becoming empty, the BSNL is at liberty to transport all such materials to the store and amount incurred towards transportation will be deducted from his bill/security deposit.
2. If such happening will be done more than two times then the contract will be terminated. In this regard the decision of GMTD SHIMLA shall be final & binding.

(III) Penalty for cutting/damaging the existing cable of BSNL

While executing the works the contractor shall take utmost care so that the existing underground cables are not damaged or cut. In case any damage/ cut is done to the existing cables of BSNL, a penalty as per the estimate/bill given by the concerned

SSA/Telecom authority will be deducted from his running bills subject to time to time notification on the subject as below.

Size of existing cables cut /damaged	Amount of penalty per cut / damage
Up to 100 pairs cable	Rs 500.00 (Five Hundred)
Above 100 pairs & up to 400 pairs	Rs 1,000.00 (One Thousand)
Above 400 pairs	Rs 2,000.00 (Two Thousand)
OF Cable of any size	Rs. 50000.00 (Fifty thousand)

(IV) Penalty for damaging any other utilities.

1. If there is a damage caused to any property of a third party or injury/loss occurs to any person because of lack of proper precaution on the part of the Contractor, the contractor will be held responsible and has to compensate for such damage/injuries/losses to these utilities.
2. If BSNL has to incur any expenditure to repair such damages or to compensate for such injuries/lapses, the amount plus five percent as processing charge will be recovered from the dues of the Contractor or from the security deposit or both.
3. In every case by virtue of the provisions and Workman's Compensation Act the BSNL is obliged to pay compensation to a work man employed by the contractor in charge of the execution of the work, the BSNL will be entitled to recover from contractor the amount of compensation so paid plus five percent processing charge.
4. Insurance coverage for the materials supplied to the contractor must be borne by the contractor for covering the loss if any due to fire, hazardous lifting, explosions, impact by rail / road, vehicle, animal, riot, strike malicious and terrorist damages.
5. The contractor has to appraise himself of the laws/rules/regulations of the concerned local authority and abide by such laws/rules/regulations concerning his work. Any lapses on this account may lead to penalty and prosecution for which the contractor will be solely responsible.

(V) Penalty to damage stores/materials supplied by the BSNL while laying

1. The contractor while taking delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if any material is found damaged, then a penalty equivalent to the cost of material +10 % as penalty shall be recovered from the contractor's payments/securities.
2. However, contractor will not be penalized for any defect in workmanship of the material, which shall be taken up separately with the supplier of the stores.

4.1.10 RESCISSION OF CONTRACT

i Circumstances for rescission of contract

Under the following conditions the GMTD SHIMLA may rescind the contract:

1. If the contractor commits breach of any item of terms and conditions of contract.

2. If the contractor suspends or abandons the execution of work and the Divisional Engineer in – charge of the work comes to conclusion that work could not be completed by due date for completion or contractor had already failed to complete the work by that time.
 3. If the Divisional Engineer in-charge of work had issued a notice to the contractor in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
- ii Upon rescission of the contract, the security deposit of the contractor shall be forfeited and the same shall lie absolutely at the disposal of the BSNL as under:
1. Measurement of the Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in presence of contractor or his authorized representative who shall sign the same in MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the site incharge/ Engineer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
 2. The unused material (Supplied by the BSNL) available at site shall be transported back by the BSNL to the telecom store at the risk of contractor. If any such material is found damaged/lost then the penalty also be recovered from the contractor as per condition in tender documents.

4.1.11

Issuance of Notice :

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 case for issue of final notice along with a detailed report to the competent authority who had accepted the contract.
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.

4.1.12

INDEMNITIES :

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 document. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without

protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

4.1.13 ARBITRATION

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.
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.
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 :
 - (i) In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
 - (ii) There should not be a joint submission with the contractor to the sole arbitrator.
 - (iii) Each party should submit its own claim severally and may oppose the claim put forward by the other party.
 - (iv) The onus of establishing his claims will be left to the contractor.
 - (v) Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
 - (vi) The "points of defense" will be based on actual conditions of the contract.
 - (vii) Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
 - (viii) The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".

- (ix) 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.

4.1.14 Set Off

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

4.2 SPECIAL CONDITIONS OF CONTRACT

4.2.1 GENERAL:

- a. The work shall be accepted only after Divisional Engineer concerned accepts the work, as per prescribed norms.
- b. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract agreements entered into with the BSNL.
- c. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- d. BSNL reserves the right to counter-offer price(s) against price(s) quoted by any bidder.
- e. 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.
- f. Tender will be evaluated as a single package of all the terms given in the price schedule.
- g. All works to be executed under the contract, shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer in – charge of work/site in charge who shall be entitled to direct at what point or points and what manner they are to be commenced, and from time to time carried on.
- h. As the work is of maintenance in nature, no extension is permissible to execute the work beyond stipulated period as per work order.
- i. Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor and to sell any Government promissory notes etc., forming the whole or part of such security or running /final bill pending against any contract with BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining amount.
- j. No employee/Officer of BSNL or any PSU or any other Department of Government of India is allowed to work as a contractor during service and for a period of two years after

his retirement from Government service without the previous permission of Government 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 had not obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be. In the event of the contractor being, adjudged insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the GMTD SHIMLA shall have the power to terminate the contract without any notice.

- k. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD SHIMLA can terminate the contract without compensation to the contractor. However the GMTD SHIMLA at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of GMTD SML shall be final.
- l. In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under.
- m. Interpretation of the contract document: The representative of the GMTD Shimla 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 transferred to the CGMT HP 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.
- n. Notification: - 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, supervision resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and /or with such other information and / or supporting figure and data as may from time to time as directed or required.
- o. Shut down on account of weather conditions. The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by BSNL or deemed advisable on account of bad weather conditions or other Force Major conditions.

4.2.2

Stores Supplied by BSNL:

- a. All materials supplied to the contractor by BSNL shall remain the absolute property of BSNL and shall not be removed from the site of the work except for use in the work and shall be at all times open for inspection by the representative of the GMTD Shimla. In case the materials like cable and accessories are taken 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 the termination of the contract shall be returned to BSNL at a place informed

to him by BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

- b. The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the BSNL, which are in the contractor's custody whether or not installed in the work. The contractor shall satisfy himself regularly with the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quality and quantity of the materials.
- c. 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 price including freight, handling charges ,storage charges etc.
- d. The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the BSNL at the later, designated store in good condition, free of charges, any unused materials that were supplied by BSNL.
- e. Easements, Permits, Licenses and other facilities: The contractor shall obtain /provide at his own cost all easements, permits and license necessary to do work except for the following which shall be provided by the Representative of the GMTD Shimla.
 - i. "Right of User" easements and permits
 - ii. Railway and Highway crossing permits including bridge.
 - iii. Canal/stream crossing permits.
- f. The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all necessary equipments, tools, supplied materials and men across Railways and Highways ,across public or private road as well as premises of any public utility within the right of user and for bearing all costs, that may be incurred in respect of the same.
- g. The contractor is to confine his operation to the provided work "Right of User" unless it has made other arrangements with the particular property owners and /or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangements as also breach and claim and shall be entitled with a copy to the Divisional Engineer.
- h. The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, Telephones, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the Construction Right of User".

4.2.3 Quality of work :

BSNL shall be the final judge of the quality of the work and satisfaction of BSNL in respect thereof set forth in the contract documents. The contractor shall be and remain responsible for complete and proper compliance with the contract documents and the satisfaction therein. The representative of the GMTD Shimla 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 meeting the requirement of the contract documents.

4.2.4

Taxes and duties:

Contractor shall pay all rates , levies, fees, royalties, taxes and duties payable or arising out of ,by virtue of or in connection with and /or incidental to the contract or any other obligations of the parties in terms of the contract documents and /or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified BSNL from and against the same or any default by the contractor in the payment thereof.

4.2.5

PROTECTION OF LIFE ,PROPERTY AND EXISTING FACILITIES:

- a. The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the work 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.
- b. If the open trench work alters the contours of the ground around the road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all BSNL regulations as to placing of warning boards (Minimum size 3 ft. X 2 ft.) , traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs.5000/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires piles and guy wires, railways, highways, bridges or other underground or above ground structure and / or property crossing or adjacent to the open trench work being done.
- c. Attention of the contractor is drawn to the rules regarding open trench work at road crossing, along Railway Bridges, Highways safety precautions while working in public street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- d. The contractor shall be solely responsible for location of existing structure (through approved non-destructive means) and ensuring the safety of all existing underground pipeline, electrical cables and / or other structures.
- e. The contractor shall be solely liable for all expense for and in respect of repairs and/or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify BSNL, from and against all actions, cause of actions, damages, claims and demands what so ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of BSNL shall promptly repair any damage incurred.
- f. 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.

4.2.6

Labour Welfare measures and workman compensation

i

The contractor shall hold a valid labour license under the Contract Labour (H&A) Act, 1970 and the contract labour (regulation and abolition) Central rules 1971, during 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 the requirement shall attract the penal provisions of the contract arising out of the resultant non- execution of work. . The contractor will himself be responsible for all statutory obligations of labour laws & other Acts etc. The contractor will have to keep all labour records during execution of work.He should ensure the payment of fair wages.BSNL Shimla will not be responsible for any violations of labour laws by contractor.

4.2.7 Power of labour officer to make investigations or enquiry

4.2.7.1 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.

4.2.7.2 Report of investigating officer and action thereon:

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

4.2.7.3 Inspection of Books and Slips:

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

4.2.7.4 Submission of Returns:

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

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.

4.2.7.5 INSURANCE:

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, material etc. brought to the site and for all the work. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the Government from and against all manner of claims and demands and losses and damages and cost (including between attorney and client)

charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.

4.2.7.6 **COMPLIANCE WITH LAWS AND REGULATIONS:**

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws, rules, regulations and orders and any other provisions having the force of law made or promulgated by the Government, Governmental agency or department, municipal board, Government of other regulatory or authorised body or persons and shall provide all certificates or compliance therewith as may be required by such applicable law. By laws, rules, regulations, orders and/ or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub contractor to sham any portion of the work to be performed hereunder may be assigned, sub- leased or sub contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the Government harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs(inclusive between attorney and client) charges and expenses whatsoever arising out or occasional, indirectly or directly, by failure of the contractor or any assignee or subcontractor to make full and proper compliance with the said by laws, rules, regulations, laws and order and provisions as aforesaid.

End of SECTION IV

SECTION – V PROFORMA

5 (A) Experience Certificate

Office of ----- (With complete address & Phone no. of issuing authority)

(To whom so ever it may concern)

Certified that M/s -----Complete postal address -----

----- had successfully completed the work of cable construction/poleless in O/D network of
_____SSA from ----- to -----for Rs.: -----

Sign of Officer
Incharge of work
(with rubber stamp)

Note:- It can be any standard proforma of issuing authority

5 (B) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

From -----

To-----

Subject: - Authorization for attending bid opening

Tender No -----

Having submitted bid in above tender Following persons viz----- is hereby authorized to attend the bid opening for the tender mentioned above on our behalf his signature is attested below (Bidder) .

Name

Signatures of

Shri-----

Signatures of bidder

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

5 (C)

AGREEMENT FORM

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 BSNL, of other part. Where as the contractor has offered to enter into contract with the BSNL for the execution of work of maintenance of L&W and cables in GMTD SHIMLA jurisdiction on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now, in the presence of the witness, it is hereby agreed and declared by and between the parties as follows :-

- 1) The contractor shall, during the period of this contract that is to say fromtoor completion of work for Rs _____(in words) _____whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching and other associated work as described in tender documents (annexed to the agreement), when the BSNL or (the GMTD SHIMLA) or any other persons authorized by the GMTD SHIMLA 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 requirement as demanded by exigencies of service.
- 2) **The NIT (Notice Inviting Tender) vide No 002/488/2014-15/Tender/Mtce/L&W and Cable/PIg/SML/ Dated .06.2014** . Bid document, letter of acceptance, 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, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) The contractor shall ensure the compliance of all applicable labour laws from time to time as per terms and conditions in the Tender document .

Above written:

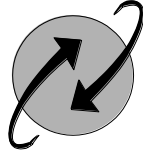
Signed sealed & Delivered by the above named Contractor in the presence of

Witness :

Signed & Delivered on behalf the BSNL

the Witness:

5(D) Work Order Format



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the GMTD Shimla Block No. 35
SDA Complex Kasumpti, Shimla- 171 009

Phone No. 0177-2626344

Work Order No.:

To,

M/s _____

Sub: maintenance of L&W and cables in Shimla SSA .

Ref : Tender no

1. Name of the Section :
2. Quantum :
3.
 - a. Date of commencement :
 - b. Date of Completion

4. **Name of Site Engineer : -----**

The store will have to be carried from the site as directed by SDOT concerned. No extra charges for carriage.

AGM(Planning)
o/o GMTD Shimla

Note- It can be any standard performa

End of SECTION V

SECTION VI

Technical Specifications

A. Laying of Under ground cable.

- i) The work includes laying of Cable 100 Cms deep in all type of soils, with second class bricks and refilling the trench. The rate will be reduced proportionately for less depth.

No payment will be made if cable laid without bricks and work will be considered non standard.

B. Fixing the cable on walls/retaining walls.

The work includes fixing of cable along walls/retaining walls with pipe hooks / steel clamps properly fixed on the walls using cement. The pipe hooks are to be fixed at a interval of 30 cm (Thirty cm) in straight line .

C. Fixing of DPs

The work includes fixing the DPs on the walls including the termination of the cable pairs in the DP. DP should be fixed properly at minimum height of Two (2) meters from the ground levels. Under ground cable is to be taken to DP by providing the clamps at a distance of 20 cm each. First clamp should be 20 cm above the ground and last clamp should be 20 cm below the DP. The contractor will arrange all the required material except DP box and cable.

D. Installation of Mini Pillar/termination

The work includes installation/termination of Mini Pillar as per Departmental standard.

E. Fixing of drop wire.

The term subscriber office means fitting of subscriber loop from 5 pr.DP to subscriber premises up to LJU / ROSSETTE .The subscriber loop fitting will be done by fixing standard plastic head nail hooks on the wall and drop wire passing through it .Distance between two such nail hooks should be 30 cm (thirty cm) .LJU/ROSSETTE will be fixed properly on the wall with the help of screw and plastic plug by drilling holes. The ultimate site of placing the telephone set will be decided by the subscriber. The contractor will arrange all the required material except drop wire, PVC Twin and LJU/ROSSETTE.

- F. All the remaining items of schedule to be executed as per direction of the site incharge as per engineering instructions and departmental standard.

SECTION VII QUESTIONNAIRE

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

A) TENDERER'S PROFILE

1. Name of the tenderer/firm:

Name of person submitting the tender, whose Photograph is affixed:
Shri/ Smt

(In case of Proprietary/ Partnership firms, the tender offer should be signed by the Proprietor/ Partner/ by any person authorized by him for this purpose having original power of attorney, as the case may be.)

2. Complete Postal Address of the firm :

3. Telephone No.(with STD code) :

- a) Office No. :
- b) Fax No :
- c) Mobile No :
- d) Residence No.:
- e) email ID.....

4. Registration Particulars of the firm:

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

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

5. Name of Proprietor/ Partners/ Directors

S. No.	Name of Person	Working as
1		
2		
3		
4		

Signature of contractor
With name and rubber stamp

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

7. Permanent Income Tax account number, Income Tax circle

.....

8. Particulars of vehicles available with the tenderer which would be engaged in
 In Poleless work :

S.N.	Type of Vehicle(s)	Registration number
1		
2		
3		
4		

9. Particulars of other machines possessed by the contractor which can help in
 Execution of work

S.N.	Name of machine	Quantity	Remark
1			
2			
3			

10. Details of Technical and supervisory Staff:

S.N.	Name	Qualification	Since when working
1			
2			
3			
4			

Signatureofcontractor
 Withname and rubber stamp

11. Is the item of work specified in the tender form, sufficient to complete the work : Yes/No
- 11.1 If no, give details :

S.No.	Item of work	Unit of measurement	Rate/unit
1			
2			

12. Do you find any deficiency in tender document : Yes/No
- 12.1 If yes, give details :

Signature of contractor
Name with rubber stamp

13. CERTIFICATE

I.....S/o.....Resident
of..... hereby certify that :-

- (a) none of my employee are near relative(s) of the Officers working in the office of GMTD, Shimla.
- (b) none of my employee/partner/director including me is employee of BSNL/MTNL.
- (c) I will not employ any employee in future who fails to meet clause 'a' & 'b' above till the validity of this contract.

In case, at any stage, it is found that the information given by me is false/incorrect, GMTD Shimla shall have the absolute right to reject my offer/cancel the awarded work and/or to take any action as deemed fit by him.

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

Note : Giving information in clause 11 to 13 shall not make the tender non- responsive.

Signature of contractor
With name and rubber stamp

BID FORM

Tender No. _____ Date: _____

To

The AGM(Planning),
o/o GMTD Shimla

Dear Sir,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Cable Construction Work in Shimla SSA in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

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

Signature of Authorised Signatory

In capacity of

Duly authorised to sign the bid for and on behalf of

Witness.....

Address.....

Section – VIII**Financial bid for Maintenance of L&W and Cable Network in Shimla SSA**

Estimated cost = Rs. 2480731-00

EMD= Rs. 62018-00

SN	Description of work	Unit Price	Estimated Quantity	Rate in figures	Rate in Words
1	Digging of trench 100cms deep in all types of soil, laying of U/G cable in trench, placing of 2 nd class bricks longitudinally and refilling (rate per running meter) for cable equal to/more than 50Prs				
a	50P	Rate per running mtr.	1950		
b	100P		1710		
c	200P and above		1417		
2	Decoiling and laying of additional cables in trench (rate per running meter)				
a	50 Pr/100Prs	Rate per running mtr.	10300		
b	200Prs/400Prs and above		2000		
3	Decoiling and laying of cables over head (rate per running meter) on posts with levelling				
a	5 pr/10pr/20pr	Rate per running mtr.	103500		
b	50 Pr		8550		
4	Decoiling and laying & clamping of cable along with wall/ retaining wall with steel clamps/pipe hooks (rate per running meter)				
a	5 pr/10pr/20pr	Rate per running mtr.	14490		
b	50 Pr/100Pr/200Pr		4000		
5	Jointing of cable per joint (only jointing kit to be supplied by BSNL) with end to end testing. Digging to be done by contractor where required				
a	5/10/20Pr	Rate per running mtr.	375		
b	50/100Pr		625		
c	200Prs/400Prs and above		315		
6	Dismantling of existing cable O/H with coiling and deposit				
a	5/10/20Pr	Rate per running mtr.	10000		
b	50/100Pr		5000		
7	Erection of post complete with bracket	Nos.	150		
8	Dismantling of old post (each)	Nos.	150		
9	Straightening of old post	Nos.	200		
10	Fixing of DPs				
	10P/20P (Internal)	Nos.	100		
11	Digging of pits for cable jointing for localization of fault rate per cubic meter and back filling	Nos.			
12	Erection of drop wire without support	Rate per running mtr.	150000		

Note:- The above rates also include the transportation charges from SSA store to site of work. No extra charges will be paid and are inclusive of all taxes.