



## **BHARAT SANCHAR NIGAM LIMITED**

**GENERAL MANAGER TELECOM SURGUJA SSA  
SURGUJA CG-497001**

### **BID DOCUMENT**

**Tender for “ Earthing in Exchanges/GSM Sites” UNDER SURGUJA SSA**

**W-3-40 / e-TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**

***Last Date & Time of Submission of Bid : Upto 11:00 hrs of 13.11.2018***

***Date & Time of opening of Bid : 12:00 hrs of 13.11.2018***

***Validity of Bid : 240 Days***

**OFFICE OF THE GENERAL MANAGER TELECOM SURGUJA**

( Seal & Sign of Bidder )

**BHARAT SANCHAR NIGAM LIMITED**

**(A Govt. of India Enterprises)**

**OFFICE OF THE GENERAL MANAGER TELECOM**

**SURGUJA**

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( Seal & Sign of Bidder )

**SECTION – I**  
**BHARAT SANCHAR NIGAM LIMITED**  
**OFFICE OF THE GENERAL MANAGER TELECOM SURGUJA**  
**NOTICE INVITING E-TENDER**

**Tender for “ Earthing in Exchanges/GSM Sites” UNDER SURGUJA SSA**

**W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**

E-tenders are invited for and on behalf of BSNL ,by the GMT SURGUJA from the enlisted eligible and experienced contractors for the following works:

**Name of Work :** Tender for “ Earthing in Exchanges/GSM Sites” UNDER SURGUJA SSA

**Brief Description of Work:** Providing Earthing in Exchanges/GSM Sites at BSNL’s various offices/technical establishments/ other location in SURGUJA SSA as and when required.

**Area of contract :**

Name of Work	Appox. Estimate (in Rs.) Exclusive of GST	EMD (in Rs.)
Earthing in Exchanges/GSM Sites UNDER SURGUJA SSA	<b>2957300/-</b>	<b>73933 /-</b>

**Eligibility of Contractors:**Eligible Contractors : Experience certificate

Firms having successfully completed similar works during last seven financial (2011-12 to 2017-18) year and current financial years (2018-19) up to date of NIT as follows:

- i) Three similar successfully completed works costing not less than the amount equal to 40% of estimated cost put to tender.  
OR
- ii) Two similar successfully completed works costing not less than the amount equal to 60% of estimated cost put to tender.  
OR
- iii) One similar successfully completed works costing not less than the amount equal to 80% of estimated cost put to tender.

“Similar Works is defined as **earthing and associated work**

Experience certificate should be issued by officer not below the rank of DGM or class 1 officer of BSNL/MTNL/DOT or similar certificate issued by competent authority of Central Gov./State Gov./Gov. undertaking/Semi Gov

1.

Other Details are as follows:

Procurement of Tender Document: Tender document can be obtained by downloading it from the website [www.chhattisgarh.bsnl.co.in](http://www.chhattisgarh.bsnl.co.in) Tender link. The official copy of tender document for participating in E-tender shall be available for downloading from (<https://www.tcil-india-electronictender.com>) from **18.10.2018 20:00 Hrs** onward.

1. The bidders downloading the tender document are required to submit the tender fee amount of **Rs. 590/- (Rupees Five hundred ninety only)** Through DD/ Banker’s cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker’s cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of AO(cash), BSNL, O/o GMT SURGUJA payable at AMBIKAPUR Chhattisgarh-497001.

( Seal & Sign of Bidder )

2. The tender documents shall be issued free of cost to eligible MSME/nsic (Telecom service) bidders on production of requisite proof in respect of valid certification from competent authority for the tendered item of exemption .
3. **Availability of Tender Document:** The tender document shall be available for downloading from 20:00 Hrs of 18.10.2018 onward upto 10:30 Hrs of 13.11.2018
4. Tender document are available on the portal mentioned on DNIT only. Physical copy of the tender document would not be available for sale.
5. The Tender document shall not be available for download on its submission/ closing date.
6. GMT BSNL SURGUJA reserves the right to accept or reject any or all the tender bids without assigning any reason. He is not bound to accept the lowest tender. GMT BSNL also reserves the right to pre-pone or postpones the tender without assigning any reason whatsoever and without any notice to anyone.
7. **Date & Time of Submission of Tender bids:**

Duly filled Tender document along with all documents should be submitted on line on portal (<https://www.tcil-india-electronictender.com> or before 13.11.2018 upto 11:00 hrs.

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

8. **Online opening of Tender Bids:** Tender will be opened on 13.11.2018 at 12:00 Hours.
9. **Place of opening of Tender bids:**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at the AGM(A&P) O/o The GMT SURGUJA Opposite central jail babupara ambikapur SURGUJA 497001 where BSNL's Tender Opening Officers would be conducting TOE through online e-Tender.

10. Tender bids received after due date and time will not be accepted.
11. The tender document & all other documents establishing bidder's eligibility & qualifications are to be submitted as per online submission details given intender document
12. Incomplete, Ambiguous, conditional, unsealed tender bids are liable to be rejected.
13. Bid Security amount (EMD) is to be paid in the form of Crossed Demand Draft issued by any nationalized bank/scheduled bank, drawn in favor of Accounts Officer (Cash) BSNL, O/o GMT SURGUJA, payable at AMBIKAPUR.
14. The NIT is the part of complete bid document for the evaluation purpose.
15. Time and last date of submission of Bid(offline & online) : Upto 11:00 hrs. On 13.11..2018 7
16. Time of Bid opening : At 12:00 hrs on 13.11.2018 7

( Seal & Sign of Bidder )

17. Duration of contract: One year from the date of signing of the agreement. With an option of extension for tender period of one year in step of 6 months on same terms & condition.
18. The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted / received after expiry of date and time as mentioned above.
19. The GMT SURGUJA reserves the right to reject any or all tenders without assigning any reason what-so-ever.
20. All rules applicable for MSME/NSIC (Telecom service ) registered bidder /firm for same nature of work.

**21. Cost of Bidding:** The bidder shall bear all costs associated with the Preparation and submission of the bid. The SURGUJA SSA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

AGM(A&P)

O/o G M T BSNL SURGUJA

( Seal & Sign of Bidder )

## **Section – II**



**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprises )

**GENERAL MANAGER TELECOM SURGUJA SSA**  
**SURGUJA CG-497001**

**Tender for “ Earthing in Exchanges/GSM Sites” UNDER SURGUJA SSA**

**W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**

### **fufonk vkea=.k lwpuk**

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( Seal & Sign of Bidder )

**SECTION - III**

**BID FORM**

**No: W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**

To,

AGM(A&P) O/o The **GENERAL MANAGER TELECOM**

**SURGUJA, (C.G.)**

Dear Sir,

Having examined the conditions of contract and specification including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the works in Tender for “ Earthing in Exchanges/GSM Sites” UNDER SURGUJA SSA. In conformity with said 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 240 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

**Dated this .....day of .....Year .....**

**Signature of Authorized Signatory.....**

**In capacity of .....**

**Duly Authorized to sign the bid for and on behalf of .....**

**Witness.....**

**Address.....**

( Seal & Sign of Bidder )

Signature.....

#### **SECTION IV**

#### **BIDDER'S PROFILE**

Passport size  
photograph of  
the BIDDER/  
authorised  
signatory

General:

1. Name of the **Bidder**/ firm\_\_\_\_\_
2. Name of the person submitting the tender whose Photograph is affixed  
Shri/Smt.\_\_\_\_\_

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

3. Permanent Address of the firm : \_\_\_\_\_  
\_\_\_\_\_

4. E.P.F. No. \_\_\_\_\_

5. Correspondence Address \_\_\_\_\_

6. Email Id & Tel. No. (with STD code) (O)\_\_\_\_\_ ( Fax)\_\_\_\_\_ [R]\_\_\_\_\_

Mobile \_\_\_\_\_, Email ID: \_\_\_\_\_

7. Registration & incorporation particulars of the firm:

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

8. Name of Proprietor/Partners/Directors: \_\_\_\_\_  
\_\_\_\_\_

9. ESI Registration details: \_\_\_\_\_

10. **Bidder's** bank account details(Bank Name, Branch Name, Address & Account No) :

\_\_\_\_\_

( Seal & Sign of Bidder )



11. Permanent Income Tax number(PAN), Income Tax circle: \_\_\_\_\_  
\_\_\_\_\_

12. Infrastructural capabilities:  
Capacity of engaging labors at given time \_\_\_\_\_

13. Details of Technical and supervisory Staff:.....  
.....

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

Place:

Date:

Signature of **Bidder**/ Authorized signatory .....

Name of the BIDDER.....

( Seal & Sign of Bidder )

## **Section V**

### **V.I General Instructions to Bidders**

A. **INTRODUCTION:**

1. **DEFINITIONS**

- a. BSNL means Bharat Sanchar Nigam Limited and its successors.
- b. CMD: The CMD means CHAIRMAN AND MANAGING DIRECTOR of BSNL and his successors.
- C Department: The Department means the Department of Telecommunications / Department of Telecom Services or any other Department under the Ministry of Communications, which invites the tender on behalf of the CMD BSNL . All references of:

- ◆ Chief General Manager
- ◆ General Manager
- ◆ Deputy General Manager / Area Manager
- ◆ Divisional Engineer
- ◆ Sub Divisional Engineer
- ◆ Junior Telecom Officer
- ◆ Chief Accounts Officer
- ◆ Accounts Officer
- ◆ Junior Accounts Officer

Including other officer in the Department, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and CONSTRUCTION including their successor(s) in the office appearing in various clauses shall be taken to mean the Department of Telecommunications under the Ministry of communications, Government of India.

- d. The SSA Head means the Head of SSA: GMT SURGUJA and his successors.
- e. The jurisdiction of The SSA Head: the jurisdiction of GMT SURGUJA means SURGUJA SSA which coincides geographically with Revenue Districts of SURGUJA ,BALRAMPUR,SURAJPUR,KORIA .

( Seal & Sign of Bidder )

- f. Representative of GMT SURGUJA: Representative of GMT SURGUJA means officer and staff for the time being in SURGUJA SSA deputed by the GMT SURGUJA for inspecting or supervising the work or testing etc.
- g. Engineer - in - charge: the Engineer - in - charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract,(Minimum Divisional Engineer level officer).
- h. Site Engineer: Site Engineer shall mean an SDE of the BSNL SURGUJA who may be placed by the GMT SURGUJA, (SURGUJA SSA) as in-charge of the work at site at any particular period of time.
- i. A/T Unit: A/T Unit shall be mean Acceptance and Testing unit of the BSNL.
- k. Contract: The term contract means, the documents forming the tender and acceptance there of and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred.
- L. Contractor: The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the Permitted assignees of such individual, firm or company.
- m. Work: The expression "work" shall unless there be something either in the subject or context repugnant to such construction be construct and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- n. Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- o. Site: The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- p. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- q. Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- r. Date of Commencement of work: Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.

( Seal & Sign of Bidder )

- s. Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- t. Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- u. Excepted risk: Excepted risk or 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 BSNL damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

## 2. ELIGIBILITY OF BIDDERS:

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

### B. THE BID DOCUMENTS

#### 3. BID DOCUMENTS

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

##### 3.1.1 Qualifying Bid:

- 3.1.1.1 Notice Inviting Tender
- 3.1.1.2 Bid Form
- 3.1.1.3 Bidder's Profile
- 3.1.1.4 Instructions (General & E-tender instructions) to Bidders.
- 3.1.1.5 General (commercial) Conditions of the contract.
- 3.1.1.6 Special Conditions of Contract.
- 3.1.1.7 Scope of Work
- 3.1.1.8 Agreement format
- 3.1.1.9 Declaration formats
- 3.1.1.10 format for Letter of Authorization for Attending Bid Opening.
- 3.1.1.11 List of Documents to be uploaded during on line bid.

( Seal & Sign of Bidder )

### 3.1.2 Financial Bid

#### 3.1.2.1 Financial Bid

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specification in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

#### 4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Document shall notify the SURGUJA SSA in writing or by fax at the SURGUJA SSA's mailing address indicated in the invitation for Bids. The

SURGUJA SSA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the SURGUJA SSA shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the SURGUJA SSA will form part of the bid document. The oral query/telephonic queries will not be entertained.

#### 5. AMENDMENT OF BID DOCUMENTS

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

5.2 The amendments shall be notified in writing or by Post or FAX or email to all prospective bidders on the address intimated at the time of purchase of bid document from the SURGUJA SSA and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the SURGUJA SSA may, at its discretion, extend the deadline for the submission / opening of bids suitably.

#### C. PREPARATION OF BIDS

6. Cost of Bidding: The bidder shall bear all costs associated with the Preparation and submission of the bid. The SURGUJA SSA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

( Seal & Sign of Bidder )

## 7. Important Instructions Regarding Eligibility, Payment :

### **7.1 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility the original / attested copies of following documents(attested by Gazetted officer / Notary):

- i) Original Bid Security in accordance to clause no.8.
- ii) Tender document (s), in original, duly filled including BIDDERS profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.
- iii) **Experience certificate: As per NIT**
- iv) The registration of the firm.: Attested copy of registration of the firm(Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firm sis required, or any other competent office). Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.
- v) Attested copy of EPF registration No.
- vi) Original "Power of Attorney" in case person other than the BIDDER has signed the tender documents.
- vii) Attested Copy of PAN No.
- viii) GST registration (PAN Based) certificate.
- ix) Declaration regarding no near relative employed in BSNL in the given format available in tender document.
- x) Declaration regarding not black listing of firm in the given format available in tender document
- Xi) Undertaking regarding payment insulation in the given format available in tender document
- xii) Attested copy of ESI Registration. If ESIC registration is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
- xiii) Labour license registration (Central Government of India).Labour license registration (Central Government of India).If same is not available at the time of bid submission , a declaration letter

( Seal & Sign of Bidder )

is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL

Xiv) Income Tax return latest financial year 2016-17 (AY 2017-18).

Xv) Attested copies of valid documents of annual financial turn over of last 3 financial years. Average annual financial turnover of the BIDDER during three years (2014-15, 2015-16, 2016-17) should beat least 30% of estimated cost put to tender.

Xvii) Valid MSME (Telecom service ) registration, if applicable.

XVIII)-Intending bidders should have nationalized/scheduled bank solvency of at least 40% of tender cost (Rs 1182920) . Date cost, Solvency certificate should not be older than one year from the date of NIT

## 7.2 PAYMENT INSULATION UNDERTAKING:

The bidder is required to submit a payment insulation under taking in the given format that he has sufficient capital resources at this disposal so that he will make due payments to the labours/workers/ working of this tender/contract every month as per laws with out linking it with payments from BSNL. (It may be noted that BSNL makes payments twice a month based on status of submitted & passed invoices available with pay in authority as per current policy).

7.3 If the work is not completed in the time on the part of the contractor, the GMT SURGUJA BSNL will have the authority to get the work done by other agency at the cost of BIDDER.

7.4. The GMT SURGUJA will also have the right to impose penalty and adjust the same either through security deposit or preferably by deducting it from the any bills payable to the contractor.

## 7.5 WORKMANSHIP

In case of poor workmanship or if the work/supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work/supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the contractor, 15 days time will be given to the contractor to correct or complete the work/supply failing which the work/supply can be got done by other means at the risk and cost of the contractor.

## 7.6 DEBARMENT FROM PARTICIPATION

7.6.A The contractor may be debarred from participating in all the future tender so BSNL CG District in the event of (i) failure of successful BIDDER to pay the security deposit or enter into the prescribed agreement (ii) in the event of any breach of any terms and conditions of the contract.

7.6.B Near relatives of the officials working in BSNL are debarred from participating in the tender. The contractor in this regard must sign a declaration, in absence of which the

Tender will be rejected.

( Seal & Sign of Bidder )

7.6.C Such contractors who have defaulted on earlier occasions in completion of contract due to reasons not attributed to BSNL, are liable to be debarred for participation or are liable to be evaluated as ineligible.

## 7.7 COUNTEROFFER

**The GMT SURGUJA reserves the right to counter offer prices, ask for re-offer against prices quoted by any BIDDER.**

### 8. BID SECURITY: EARNEST MONEY DEPOSIT (EMD)

#### 8.1 EARNEST MONEY :-

8.1.1 An Earnest Money as per N.I.T. shall be paid in the form of D.D. in the office of T.D.M. SURGUJA should be enclosed in the techno commercial bid envelop. Any tender received without E.M.D. will be rejected.

8.1.2 Earnest Money will be refunded without interest after final acceptance of the tender and execution of the agreement with the successful BIDDER or converted as part of S.D.. The earnest money shall be forfeited by the BSNL, if the BIDDER withdraws their tender before its final acceptance (ii) if the successful BIDDER fails to pay the security deposit or enter into the prescribed agreement with **GENERAL MANAGER TELECOM SURGUJA (CG)**.

#### 8.2 SECURITY DEPOSIT :-

8.2.1 The successful BIDDER shall submit within 7 days of receipt of intimation of acceptance of his tender, 10% of the total cost of work as security deposit. The earnest money of the successful BIDDER may be converted as part of security deposit. In case BIDDER submits full amount of SD, EMD may be returned after execution of agreement. The SD is to be deposited in the form of FDR/DD/Cash or Bank Guarantee in favour of Account's Officer O/o T.D.M. SURGUJA. EMD may be released to bidder by SDE(A&P) in the behalf of AO(Cash).

8.2.2 The security deposit of the successful BIDDER will be returned without interest after three months of the successful completion of the contract and after deducting the dues if any, payable to the BSNL. In the event of any breach of any terms and conditions or delay or default the contractor will be terminated and security deposit forfeited to the Government by the **GENERAL MANAGER TELECOM SURGUJA (CG)**.

### 9. BID PRICES:

9.1 The bidder shall give the total a composite price inclusive of all taxes and levies (excluding GST) in case of works to be executed. The contractor shall be responsible for transporting the materials (excluding GST), to be supplied by the SURGUJA SSA Telecom Store or otherwise to execute the work under the contract, to site at his/their own cost. And therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.

( Seal & Sign of Bidder )



- 9.2 Prices shall be quoted by the bidder for all works.
- 9.3 L 1 will be decided from party stands lowest all in works and taking other factors in to accounts .
- 9.4 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.5 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

**10. PERIOD OF VALIDITY OF BIDS :**

- 10.1 Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE BSNL AS NON - RESPONSIVE.
- 10.2 The BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

**11. SIGNING OF BID :**

- 11.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 11.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

**D. SUBMISSION OF BIDS**

**12. SEALING AND MARKING OF BIDS**

The bid should be submitted as per Clause of tender information.

- 12.1** The bids  
Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

- 12.2** In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes:

( Seal & Sign of Bidder )

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / technical & commercial conditions as per clause 7 with Bid Security as per Clause 8. Second envelope will be named as Financial bid containing Price scheduled as per section -XIII.

The cover of first envelope shall contain the 'Original Copy' of the Techno commercial bid, subject to clause duly marked ' TECHNOCOMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause duly marked ' FINANCIAL BID '.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

a) The envelopes shall be addressed to the AGM(A&P) O/o The GMT SURGUJA opposite CENTRAL JAIL,BABUPARA AMBIKAPUR SURGUJA 497001

b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (Dated 13.11.2018 ,12:00 Hrs).

c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

d) Tender should be deposited in the tender box provided by tendering authority or delivered in person on above mentioned address (address is given in Clause above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

e)Bids delivered in person on the day of tender opening shall be delivered upto dated 13.11.2018 at 11:00 Hrs)

f) Venue of Tender Opening:

a) (i) AGM(A&P) O/o The GMT SURGUJA opposite CENTRAL JAIL,BABUPARA AMBIKAPUR SURGUJA 497001

(ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed

b) prominently on AGM(A&P) O/o The GMT SURGUJA opposite CENTRAL JAIL,BABUPARA AMBIKAPUR SURGUJA 497001

12.3) If both the envelopes are not sealed and marked as required at para 12.1 and 12.2, the bid shall be rejected.

### 13.0 SUBMISSION OF BIDS

13.1. Bids must be submitted by the bidders on or before the specified date & time indicated in NIT.

( Seal & Sign of Bidder )

- 13.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 13.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

#### **14.0 LATE BIDS**

- 14.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process, after the specified deadline for submission of bids prescribed by the purchaser.

#### **15. MODIFICATIONS AND WITHDRAWAL OF BIDS :**

- 15.1 The bidder may modify, revise or withdraw his bid after submission prior to  
deadline prescribed for submission of bid.

- 15.2 The bidder's modification, revision or withdrawal shall have to be online and  
digitally authenticated as per clause

- 15.3 Subject to clause no bid shall be modified subsequent to the deadline  
For submission of bids.

#### **E. BID OPENING AND EVALUATION:**

#### **16. OPENING OF BIDS BY THE BSNL :**

- 16.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in NIT on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section- XI).

- 16.2 Maximum one representatives of any bidder shall be authorized and permitted to attend the bid opening.

- 16.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

- a) (i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids

( Seal & Sign of Bidder )

in this case & sealed financial bids will be handed over to AGM(A&P) O/o The GMT SURGUJA opposite CENTRAL JAIL, BABUPARA AMBIKAPUR SURGUJA 497001

.Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) **DD for Tender FEE**
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Prices quoted in the bid

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

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

18. **General guidelines to TOC & TEC for opening of Bids & Evaluation thereof :-**

- (a) On the specified date and time, the nominated TOC ( Tender Opening committee) will open technical bid of the bidders as per the guidelines on the matter and prepare the TOC report duly signed by the all the members.
- (b) After approval of TOC report by competent authority TEC will evaluate the bids technically/commercially.
- (c) After approval of TEC report by competent authority TOC will open the financial bid on the specified date and time.
- (d) TEC will evaluate the financial bid and submit the report to competent authority for approval.

19. **PRELIMINARY EVALUATION :**

( Seal & Sign of Bidder )

- a) 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.
- b) 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.
- c) Prior to the detailed evaluation, pursuant to clause 20, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence except clarification sought by TEC .
- d) A bid, determined as substantially non responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- e) The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

**20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :**

- I. The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and 19 through TEC.

2. For the purpose of evaluation, the TEC will obtain the grand total by multiplying the rates quoted for all items in financial bid with the approximate quantities mentioned in the financial bid. The lowest grand total will be treated as L1

**21. CONTACTING THE DEPARTMENT :**

- I. Subject to clause 17 no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- II. Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

**22. AWARD OF CONTRACT:** The BSNL shall consider award of contract only to approved L1 bidder.

**23. BSNL'S RIGHT TO VARY QUANTUM OF WORK:** BSNL at the time of award of work under the contract, reserves the right to vary the estimated cost of work and quantity both to the extent of +25% of specified quantity and estimated cost at the time of award of work of the contract or during the agreement period at the same rates, terms and conditions.

**24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The BSNL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to

( Seal & Sign of Bidder )

award of contract without assigning any reason what-so-ever and without thereby incurring any Liability to the affected bidder or bidders on the grounds for the BSNL's action.

**25. ISSUE OF LETTER OF INTENT :**

- I. The issue of letter of intent shall constitute the intention of the BSNL to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.
- II. The bidder shall within 15 days of issue of letter of intent, give his acceptance along with Security Deposit in conformity with clause 5. Section - V .

**26. SIGNING OF AGREEMENT :**

- a) The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL within a week of submission of Security Deposit as per clause 25.2 above.
- b) As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be converted into security deposit , which will be held by the BSNL till the completion of warranty period. None of the deposits will bear any interest.

27. **ANNULMENT OF AWARD**: Failure of the successful bidder to comply with the requirement of clause 26 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

28. 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 proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's condition, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award of contract , then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealings with the bidder. In case contract has already been awarded to the bidder , then PBS/SD would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning the business dealing with defaulting bidder.

29. **SPECIAL RIGHTS OF GMT SURGUJA**

- 1.In case of any dispute between the two contracting parties, the decision of the GMT SURGUJA will be final.
- 2.The GMT SURGUJA is not bound to accept the lowest tender, and also reserves the right to reject any or all the tenders so received without assigning any reason.
- 3.The GMT SURGUJA reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the department.

( Seal & Sign of Bidder )

4.The GMT SURGUJA reserves the right to increase or decrease the duration and validity of the contract from normal one year duration and also reserves in the interest of the department BSNL..

5-The GMT, SURGUJA reserves the right to award the works to more than one bidder, if required in the interest of the department BSNL.

6. BSNL reserves right to counter offer price against price quoted by the bidder.

7.The bidder with the lowest evaluated price will be considered for about 60% of tendered quantity and the balance quantity(40%)will be ordered on the l2 bidders. However, BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

8 Tenders with any condition including that of conditional / unconditional rebates shall be rejected forthwith.

9 All provisions of statutory acts enacted by the Govt. or other codal formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled/complied at the cost of bidder/BIDDER.

10. If necessary the GMT SURGUJA would have full right to reject the order on the same rate, terms and conditions.

11. The BIDDER must sign on all the pages of tender documents.

12. Repeated order applicable when department are required in urgent basis.

13. Final decision taken if any clerical mistake.

( Seal & Sign of Bidder )

## SECTION-V.II

### **E-Tendering Instructions to Bidders**

**Note :-**The instructions given below are TCIL e-tender portal. E Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

#### **General :**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders'. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, GMT BSNL SURGUJA is using the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking.

#### **1. Tender Bidding Methodology:**

Sealed Bid System - 'Single Stage -  
Using Two Envelopes',

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

#### **2. Broad outline of activities from Bidders prospective:**

1. Procure a Digital Signing Certificate (DSC) from CCA
2. Register on TCIL Portal
3. Create Users and assign roles on TCIL
4. View Notice Inviting Tender (NIT) on TCIL
5. Download Official Copy of Tender Documents from TCIL

( Seal & Sign of Bidder )



6. Bid-Submission on TCIL : Prepare & arrange all document/paper for submission of bid online and offline.

c) 7. Submission of offline documents in sealed envelope at AGM(A&P) O/o The GMT SURGUJA opposite CENTRAL JAIL,BABUPARA AMBIKAPUR SURGUJA 497001

.size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

8. Utmost care may be taken to name the files/documents to be uploaded on TCIL.

9 . It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Part A (Excel Format) may be downloaded and rates may be filled appropriately. For participating in this tender online, these instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the TCIL.

### **3. Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### **4. Method for submission of bid documents**

In this tender the bidder has to participate in TCIL e-tender portal online. Some documents are to be submitted physically offline as mentioned in tender document

#### **4.1. Offline submission:**

a) The bidder shall submit the following documents offline to AGM(A&P) O/o The GMT SURGUJA opposite CENTRAL JAIL,BABUPARA AMBIKAPUR SURGUJA 497001

.on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. DD for Tender Fee as per NIT (Original copy).
2. EMD-Bid Security (Original copy).
3. Original Power of Attorney (If applicable)
4. PASS PHRASE for both part (Technical and Financial) in sealed envelope.

NOTE : DD - drawn in favour of AO(Cash) , O/o GMT, BSNL SURGUJA Chhattisgarh ; SURGUJA - 497001 against payment of tender fee.

( Seal & Sign of Bidder )

NOTE : The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

- 4.2 Online submission: The bidder shall submit the following documents online at the time of online bidding. Main bid relates to tender document and bid annexure relates to technical and financial bid.

#### 4.2.1 Contents of 1st Envelope (Techno-Commercial Bid )

- i) Original Bid Security in accordance to clause no.8.
- ii) Tender document (s), in original, duly filled including BIDDERS profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.
- iii) **Experience certificate: As per NIT**
- iv) **The registration of the firm.:** Attested copy of registration of the firm(Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required, or any other competent office). Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.
- vi) Attested copy of EPF registration No.
- vi) Original "Power of Attorney" in case person other than the BIDDER has signed the tender documents.
- vii) Attested Copy of PAN No.
- viii) GST registration (PAN Based) certificate.
- ix) Declaration regarding no near relative employed in BSNL in the given format available in tender document.
- x) Declaration regarding not black listing of firm in the given format available in tender document
- xi) Undertaking regarding payment insulation in the given format available in tender document
- xii) Attested copy of ESIC Registration. If ESIC registration is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
- xiii) Labour license registration (Central Government of India). Labour license registration (Central Government of India). If same is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL

( Seal & Sign of Bidder )

- xiv) Income Tax return latest financial year 2016-17 (AY 2017-18).
- xv) Attested copy of valid annual financial turn over of last 3 financial year. Average annual Financial turnover during three years (2014-15, 2015-16, 2016-17) should be at least 30% of estimated cost put to tender.

Xvii) Valid MSME (Telecom service ) registration, if applicable.

XVIII)-Intending bidders should have nationalized/scheduled bank solvency of at least 40% of tender cost (Rs 1182920). Date cost, Solvency certificate should not be older than one year from the date of NIT

#### 4.2.2 Contents of 2nd Envelope (Financial Bid/ BoQ)

1. Original Price Schedule (BOQ) as per Section-XVI.
2. Price Schedule as per Section-XVI. (applicable only in e-Tender)

Note:(i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning "The document <name> called vide clause \_\_\_\_\_ is not applicable on us.  
(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

#### 5. Registration

To use the Central Public Procurement Portal (<https://www.tcil-indiaelectronicstender.com>),

Vendor need to register on the portal. The vendor should visit the home-page of the portal (<https://www.tcil-india-electronicstender.com>) and go to the link then select Bidders Manual Kit.

Note: Please contact TCIL Helpdesk (as given below), to get your registration

accepted/activated.TCIL Helpdesk/ ETS

Helpdesk

Telephone (011) 2624 1071 / 2624 1072 [between 9:30 hrs to

18:00 hrs on working days] Mobile Nos. 98683 93717 / 98683

93775/ 9868393792 E-mail ID [ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com)

BSNL Contact-1

BSNL's Contact Person JAI PRAKASH PATEL, SDE(Planning) Telephone/ Mobile 07774-

236350/9425255100

[between 10:30 hrs to 17:30 hrs on working days] E-mail

ID [jppatel777@gmail.com](mailto:jppatel777@gmail.com)

Note : Any support related mail problem should be sent to [ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com) and mark copy to [support@electronicstender.com](mailto:support@electronicstender.com).

( Seal & Sign of Bidder )

## **6. Price schedule / BOQ**

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

1. Down load price schedule / BOQ part A in XLS format and price schedule / BOQ part B in PDF format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.
3. BOQ file part A is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.
5. Download price schedule / BOQ part B in PDF format. Get it printed, fill up required information. Scan it and save in your computer for uploading it while submitting the bid.

## **7. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from TCIL Portal.

The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- a) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
- b) Register your organization on ETS well in advance of your first tender submission deadline on ETS
- c) Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- d) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

( Seal & Sign of Bidder )

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

8. Minimum Requirements at Bidders end

- **Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)**
- **2 Mbps Broadband connectivity with UPS.**
- **Microsoft Internet Explorer 6.0 or above**
- **Digital Certificate(s) for users.**

Note: For Participating in this Tender the bidder must be registered with TCIL.

( Seal & Sign of Bidder )

## **SECTION – VI**

### **GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT**

1. **APPLICATION:**

The General conditions shall apply in contracts made by the SURGUJA SSA for the execution Earthing in Exchanges/GSM Sites.

2. **STANDARDS:**

The works to be executed under the contract shall conform to the standards prescribed in the EARTHING IN EXCHANGES/GSM SITES.

3. **PRICES:**

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

3.2 Price once fixed will remain valid for the period of contract. Increase of taxes/ duties will not affect the price during this period. However for decrease of taxes duties, the benefit will go to BSNL.

4. **SUBCONTRACTS:**

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

5. **ISSUE OF WORK ORDERS AND TIME UNIT:**

5.1 The work order shall be issued so as to include of EARTHING IN EXCHANGES/GSM SITES for entire exchange area in case of small and medium exchanges and GSM Sites. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.

( Seal & Sign of Bidder )

- 5.2 The work orders shall be issued by the AGM(A&P) after examining the technical and planning details of the works to be executed. Necessary detail should be checked before issuance of work order.
- 5.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of SSA Head.
- 5.4 The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- 5.5 The GMT SURGUJA SSA reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at the required rate.

## 6. EXTENSION OF THE TIME:

### 6.1 General

- 6.1.1 In work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- 6.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

### 6.2 Application for Extension-of the Time and Sanction of Extension of Time (EOT):

- 6.2.1 Extension of agreement period:- there are at times practical difficulties ,reason of which are ascribable to department, when agreement period extended as per the limit mentioned in tender document. The department will not be liable to the contractor for any loss or damages ,cost, charge or expenses that the contractor may in any way sustain/suffer .

## 7. PAYMENT :-

- 7.1 Payment will be made to the contractor on the basis of work done by him.  
The bill for the work done may be prepared by the contractor duly checked and certified by the concerned
- 7.2 SDEs/JTOs  
along with test report as soon as prorata weekly work is completed i.e. if the work gets completed earlier than a week, then the bill can be preferred earlier and vice- versa.
- 7.3 Applicable Income tax/sales tax will be deducted at source while making payment of bills.
- 7.4 While making final payment, full account of stores (Equipment, Power Cable etc.) issued to the contractor will be

( Seal & Sign of Bidder )

made. The contractor shall return the available surplus with him or else the money for the same will be deducted from the bills or the security deposit @1.5 times of the departmental rates.

7.5 The work diary should be duly countersigned by the SDE/SDO/JTO as the work done along with the weekly progress report.

7.6 I/We agree to the conditions that I/We have ensure the execution of works awarded to me/us within the period specified in the order and all other conditions as mentioned. If I/We fail to execute the works to the satisfaction of the department within the specified period I/We will be liable for penalty damages as mentioned in tender.

7.7 I/We shall enter in to the prescribed agreement within one week of being called upon to do so.

7.8 I/We agree that the **GENERAL MANAGER TELECOM SURGUJA**, shall have the discretion to terminate the contract at any stage without assigning any reason whatsoever and or award the work to any other party.

7.9 **A). 90 %** Payment will be done on successful installation and submitting earth resistance value as per scope of work duly certificate by SDEs(T)/JTOs(T) incharge of area.

**B).** Balance payment will be passed after successful AT.

C). A/T will be responsibility of contractor.

7.10 Material verification report to be submitted by concern site incharge and verified by AT officer.

## 8 PENALTY:-

8.1 **Liquidity damage** :-If work remains: - uncompleted within 07 days after the date of issue of work order and unfinished / Slow in process in execution of work not adhering to the time schedule given in the work order . **Liquidity damage** of an amount equal to 1% of estimate cost of work will be deducted from any amount due to contractor.

8.2 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. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty as mentioned above.

8.3 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. In case the Liquidity damage reaches 10% of estimated value contract is liable to be terminated , unless represented by contractor and approved by the SSA head.

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 GMT SURGUJA 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.

8.4 The GMT SURGUJA reserves the right. Of cancel the contract and forfeit the security deposit If the contractor falls to commence the work within 7 days after issue of the work order.

9. Rescission/Termination of contract

( Seal & Sign of Bidder )



9.1 Circumstances for rescission of contract:

Under the following conditions the competent authority may rescind the contract:

- (a) If the contractor commits breach of any item of terms and conditions of the contract.
- (b) If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- (c) If the contractor:- had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
- (d) Firm should not be in black listed from any where of India by BSNL or other PSU//Organization if said condition came to notice at any time of contract period , then entire amount of EMD , PERFORMANCE SECURITY DEPOSIT & Bank Guarantee shall be forfeited & running contract shall be terminated

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

9.2.1 Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative .who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement. The measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained. '

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

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

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- 9.2.4 The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in Writing to the contractor.
- 9.3 Termination for Insolvency:
- 9.3.1 The GMT BSNL SURGUJA may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the GMT BSNL SURGUJA.
- 9.4 Optional Termination by BSNL (Other than due default of the Contractor):
- 9.4.1 The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract: prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use In or in respect of the work.
- 9.4.2 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct.
- 9.4.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.
- 9.5 Issuance of Notice:
- 9.5.1 The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.
- 9.5.2 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:
- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL SURGUJA.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.

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d) Adequate BSNL SURGUJA security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

10 INDEMNITIES:

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

11. FORCE MAJEURE:

- 11.1 If any time, during the continuance of this contract, the performance In whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, evil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the GMT BSNL SURGUJA as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 11.2 Provided also that if the contract is terminated under this clause, the GMT BSNL SURGUJA shall be at liberty to take over from the contractor at a price to be fixed by the GMT BSNL SURGUJA, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the GMT BSNL SURGUJA may deem fit excepting such materials bought out

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components and stores as the contracts may with the concurrence of the GMT BSNL SURGUJA elect to retain.

### **11.3 FALL CLAUSE**

The rate charged for the services under the Contract by the Contractor shall no event exceed the lowest price at which the Contractor work of identical description to any person (S)/organizations (S) including the BSNL or any BSNL of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be during the period till performance of all Orders placed during the currency of Rate Contract is completed.

If at any time during the period of contract (within scheduled services period of during extension)

- a) Any vendor reduces the rates of services price, or similar service to any person or organization including BSNL of Central/ State Government or any Central/State PUS at a price lower than the price chargeable under the contract, he shall forthwith notify the price and date of such reduction to the BSNL, OR
- b) It comes to the notice of BSNL regarding reduction of price for the similar service, OR
- c) The price received in a new tender for the same or the similar equipment are less than the prices chargeable under the contract.

The BSNL will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc, and the date of its effect for the balance service to the vender. The BSNL will also recover any excess amount already paid/payable to the vendor. In case the vendor does not accept the new price and the date of its effect, the BSNL shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and BSNL reserves the right to BSNL the balance unsupplied service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

## **12. ARBITRATION:**

- 12.1 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 whom is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, C.G.Circle RAIPUR C.G.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 C.G. Circle RAIPUR C.G. or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, C.G. Circle RAIPUR C.G.or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with the matter to whom the agreement relates or that in the course of his duties as BSNL Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his officer or being unable to do 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.

- 12.2 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.
- 12.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Chhattisgarh Circle or such other Places as the arbitrator may decide. The Following procedure shall be followed:
- 12.3.1 In case parties are unable to \_a settlement by theMSMElves, the dispute should be submitted or arbitration, In accordance with contract agreement
  - 12.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.
  - 12.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
  - 12.3.4 The onus of establishing his claims will be left to the contractor.
  - 12.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
  - 12.3.6 The "points of defence" will be based on actual conditions of the contract.
  - 12.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

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12.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".

12.3.9 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.

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

14. Near Relative Clause

14.1 The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of work in different units of BSNL. The detail is as under.

The near relatives for this purpose are defined as under.

(a) Member of Hindu Undivided Family

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & son(s) wife (Daughter in law), Daughter & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband(brother in law).

The company or firm or any other person is not permitted to tender for work in BSNL unit in which his near relatives are posted the unit is defined as SSA/ Circle/ Chief engineer /chief archt/ corporate office Binders should have to furnish the declaration as per section XI along with affidavite in agreement for the NIT on Rs10/- non judicial Stamp Paper.

**15..COURT JURISDICTION- "This tender is subject to Jurisdiction of Court at AMBIKAPUR only".**

15.1 Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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## SECTION VII

### SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

- 1.1 The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.
- 1.2 The GMT BSNL SURGUJA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL SURGUJA.
- 1.3 The GMT BSNL SURGUJA reserves the right to black list a bidder for a suitable period In case he falls to honour his bid without sufficient grounds.
- 1.4 The GMT BSNL SURGUJA reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by GMTBSNL SURGUJA, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents. .
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer In-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.

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- 1.8 The work may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the GMT SURGUJA.
- 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of (the SSA Head) shall be final.
- 1.10 If at any time after the commencement of the work, the GMT BSNL SURGUJA may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL SURGUJA shall give notice in writing of the fact to the contractor who shall have no claim. to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall instructions any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL SURGUJA shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc, forming the whole or part of such security or running I Anal bill pending against any contract with the BSNL SURGUJA In the event of the security being insufficient or if no security has been taken from the contractor , then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to rover the full amount recoverable the contract or shall pay to GMT BSNL SURGUJA on demand the balance remaining due.
- 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL SURGUJA or any other BSNL SURGUJA of the BSNL of India is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL of India as aforesaid before submission of the engagement In the contractor's service as the case may be.
- 1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified. The GMT SURGUJA shall have the power to terminate the contract without any notice.
- 1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the (the GMT SURGUJA) on behalf of the BSNL can terminate the contract without compensation to the contractor. However (GMT SURGUJA) 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 (GMT SURGUJA) shall be the final.
- 1.15 In the event of the contractor, winding up his Company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and Stipulations of the contract

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for the transfer of his properties and business, that such other person. or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

1.16 Interpretation of the contract document:

1.16.1 The representative of (the GMT SURGUJA) and the contractor shall in so far as possible by mutual consultation, by to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to GMT SURGUJA whose decision shall be final. Any change in the contract: documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

1.17 Notification:

1.17.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary In connection with the commencement, suspension, resumption, performance and I 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.

1.18 Shut down on account of weather conditions:

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

2. EASEMENTS. PERMITS. LICENCES AND OTHER FACILITIES:

2.1 The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work. However charge claimed demanded by State / Central / Local Bodies for required permission will be paid by BSNL. The work of applying for permission follow up and getting required demand note and permission will be done by contractor.

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

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

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3. Delay on part of contractor for obtaining, permission / follow up so will be dealt as per penalty clause vide 13 section no. V.
4. QUALITY OF WORK:
  - 4.1 The GMT BSNL SURGUJA shall be the final judge of the quality of the work and the satisfaction of the GMT BSNL SURGUJA in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL SURGUJA and 1 or its representative shall not manifest a change or intent of waiver, the Intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of GMT SURGUJA has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.
5. TAXES AND DUTIES:
  - 5.1 Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and. the contractor shall indemnify and keep indemnified the BSNL SURGUJA from and against the same or any default by the contractor in the payment thereof. GST as applicable will be paid by BSNL.
6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:
  - 6.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
  - 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL SURGUJA regulations as to placing of warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
  - 6.3 Attention of the contractor is drawn to the rules regarding Construction of cables at road crossing, along Railways Bridges, Highways safety precautions while working In Public Street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
  - 6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.

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- 6.5 The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL SURGUJA 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 the BSNL SURGUJA shall promptly repair any damage incurred.
- 6.6 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining License at the time of commencement of work:

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

7.2 Contractors Labour Regulations:

7.2.1 Working Hours

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

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

7.2.1.3 Every worker shall be 'given a weekly holiday normally on a Sunday, in accordance with the previsions of Minimum Wages (Central) Rules 1960, as amended from time to time, Irrespective of whether such worker Is governed by the Minimum Wages Act or not. .

7.2.1.4 Where the minimum wages prescribed by the BSNL, under the Minimum wages Act,. .are not Inclusive of the wages for the weekly day of rest, the 'worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

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the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2 Display of Notice Regarding Wages Etc.

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

7.2.3 Payment of Wages.

7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

7.2.3.5 All payment of wages shall be made by directly crediting the due amount into employee's/labour's bank account electronically. In case payment through bank account is not possible due to unavoidable & justified reasons, all such payment should be made manually on a working day at the work premises and during the working time and on, in presence of site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be and contractor has to get the manual payment receipt certified from engineer-in-charge/authorized person. Such manual payment is to be made on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

7.2.3.6 Wages due to every worker shall be paid by directly crediting the due amount into employee's bank account in normal course, otherwise it should be paid to him directly or to other person authorized by employee on his/her behalf in presence of site Engineer or any other authorized representative of the Engineer-in-Charge.

7.2.3.7 All wages shall be paid in current coin or currency or in both.

7.2.3.8 Wages shall be paid without any deduction of any kind except those specified by the - Central BSNL by general or special order in this behalf or permissible under the Payment of wages Act 1956.

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7.2.3.9 A notice showing the wages 'period and the place and time of disbursement of wages shall, be displayed at the place of work and a copy sent by the contractor to the Engineer in-Charge under acknowledgment.

7.2.3.10 It shall be the duty of the contractor of to 'ensure the disbursement of wages in presence of the site Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

7.2.3.11 In case of manual payment, the contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll", as the case may be, In the following form:-

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

7.2.4 Fines and deductions which may be made from wages

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

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for Custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction, which the Central BSNL may from time to time, allows.

7.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labor Commissioner.

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

7.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7.2.5 Labour Records

( Seal & Sign of Bidder )

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

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

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

7.2.5.4 Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full Particulars of the labourers who met with accident.
- b) Rate of wages
- c) Sex
- d) Age
- e) Nature of accident and cause of accident
- f) Time and date of accident
- g) Date and time when admitted in hospital
- h) Date of discharge from the hospital
- i) period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid
- n) Authority by whom the compensation was assessed
- o) Remarks

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

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

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

( Seal & Sign of Bidder )

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

7.2.6 Attendance card-cum wage slip

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

7.2.6.2 The card shall be valid for each wage period,

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

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

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

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

7.2.7 Employment card

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

7.2.8 Service certificate

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

7.2.9 Preservation of labour records

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

7.3 Power of labour officer to make investigations or enquiry

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

7.4 Report of Investigating officer and action thereon

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

( Seal & Sign of Bidder )

the labour concerned Within. 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

7.5 Inspection' of Books And Slips

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

7.6 Submission of Returns

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

7.7 Amendments

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

8. INSURANCE:

- 8.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his won expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the BSNL 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 end / or incidental to the same. The contractor shall have to furnish originals and / or attested copies as required by the BSNL SURGUJA of the polices of insurance taken within 15. (Fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

9. COMPLAINCE WITH LAWS AND REGULATION:

- 9.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the BSNL, BSNL agency or BSNL SURGUJA, municipal board, BSNL of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the 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 BSNL 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 occasioned, indirectly or directly , by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws , Rules, Regulations, Laws and Order and provisions as aforesaid.

10. TOOLS AND PLANTS:

( Seal & Sign of Bidder )

The contractor shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials. Necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for de-watering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

10.1 Compliance of EPF Act - 1952

The contractor will have to fulfill / compliance of provision of EPF & misc. provisions Act - 1952 & employees provident fund scheme 1952 by the contractor in respect of Labours / Employees engaged by them. For performing the work in BSNL while submitting the claim of bills to wards works executed by him, he must accompany the

- (i) List showing the details of Labours / employees engaged along with EPF account no.
- (ii) Duration of their engagement
- (iii) The amount of wages paid to such Labours/employees for the duration in question.
- (iv) Amount of EPF contribution (both employees & employers) for the duration in question
- (v) Copies of authenticated of payment of such contribution to EPF authority and a declaration from the contractor regarding compliance of EPF Act - 1952

10.2 If contractor fails to compliance the EPF Act 1952, BSNL Shall deduct the EPF (Both Employees & Employers) and deposited to EPF authority under BSNL EPF accounts.

10.3 The contractor has to observe all provision of ESI and submit proof of deposits of necessary amount as per ESI act/ rules at the time of claim of work duty acknowledge by ESI authority. Copy of register/ deposit maintain for ESI must be got checked by the AGM(A&P)and certificate given with claim.

11. Employees State Insurance Corporation

E.S.I. Scheme being contributory in nature, all the employees in the factories or establishments to which the Act applies shall be insured in a manner provided by the Act. The contribution payable to the Corporation in respect of an employee shall comprise of employer's contribution and employee's contribution at a specified rate. The rates are revised from time to time. Currently, the employee's contribution rate is 1.75% of the wages and that of employer's is 4.75% of the wages paid/payable in respect of the employees in every wage period. Employees in receipt of a daily average wage upto Rs.70/- are exempted from payment of contribution. Employers will however

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contribute their own share in respect of these employees.

#### Collection of Contribution

An employer is liable to pay his contribution in respect of every employee and deduct employees contribution from wages bill and shall pay these contributions at the above specified rates to the Corporation within 21 days of the last day of the Calendar month in which the contributions fall due. The Corporation has authorized designated branches of the State Bank of India and some other banks to receive the payments on its behalf.

Contribution Period and Benefit Period: As per ESIC rules & regulations.

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## SECTION VIII

### SPECIFICATION & SCOPE OF WORK

#### **1. SCOPE**

This Engineering Instruction describes the combined ring earth arrangement of transmission and switching systems.

#### **2. OBJECTIVE OF EARTHING**

An Earthing system is an essential part of any electric/electronic system. The objective of an Earthing system may be summarized as follows :-

- i. To provide safety to personnel during normal and fault conditions by limiting step and touch potential.
- ii. To assure correct operation of electrical/electronic devices.
- iii. To prevent damage to electrical/electronic apparatus.
- iv. To dissipate lightning strokes.
- v. To stabilize voltage during transient conditions and therefore to minimize the probability of flashover during the transients.
- vi. To divert stray RF energy from sensitive audio, video, control and computer equipment.

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## 2.1 **REQUIREMENTS FOR EFFECTIVE EARTHING**

An Earthing system must meet the following specification:

- i. The resistance to earth must be within the allowable limits for the particular application.
- ii. The electrodes buried in the ground must be :
  - a. Having good electrical conductivity to carry highest specified load current.
  - b. Immune to the corrosive action of the soil all along with period.
  - c. Of sufficient mechanical strength to enable them to be installed without any damage and
  - d. Inert, i.e. must not be a source of gal Val corrosion current, within the system to be protected.
- iii. The earth electrode must provide as much of the area of contact as possible with the soil to reduce the resistance of the current path to earth.
- iv. The resistance of the earth connection must remain within the allowable specified limit through the various seasons of the year.

## 3. **INSTALLATION**

In all transmission and switching systems, a combined ring earth should be provided. The installation procedure is described below.

### 3.1 **PLATE EARTH**

The arrangement of construction of plate earthing is shown in Figure – 1

### 3.2 **EARTHING ARRANGEMENT FOR TRANSMISSION AND SWITCHING EQUIPMENTS.**

The Radio and Multiplexing equipments are to be connected by means of a mesh earth copper strips 20x1.5 mm running on top of the bays and forming a mesh. Each bay may be connected by means of copper cables with crimped type lugs on both sides to the copper strip.

The meshed earth of equipment should be connected to the external ring earth in a shortest distance possible at two opposite points of the mesh. Inside the building, all joints should be made by means of lugs (crimped type), nuts and bolts of brass and copper strips.

Various Telecom equipments may follow mesh type architecture or isolated bonding architecture for earthing as specified by the manufacture. The installation manual will specify the type of bonding required. Accordingly, due care is to be taken while installing the equipments suitably.

The equipments belonging to two isolated bonding networks or an isolated bonding network and a mesh bonding network shall not touch each other. The isolation requirements are also to be specified clearly.

Earth connection is distributed to the switching equipment, power plant, MDF etc. from the point located nearest to the ring earth. In case, it is not convenient to connect the various equipments directly with the ring earth, one or more distribution plates (earth plates) may be provided at suitable location so that distance from the ring earth to the distribution plate and distribution plate to equipment is minimum. The earth plate is made up of copper with a typical dimension of 400 mm (L) x 100 mm (W) x 10 mm (T) and is connected to the ring earth by a 50x3 mm GI strip each conductor. At the ring earth end, this GI strip should be connected by means of GI nuts and bolts with the GI strip of ring earth with a lead strip in between. The joint should be covered with insulation tape and bitumen and should be water tight.

The other end of the GI strip earth conductor should be terminated on the earth plate by brass nut and bolts. The earth plate  
( Seal & Sign of Bidder )

should have a number of hopes to connect earth distribution cables meat for switch room power plant, MDF and any other place to meet the earthing requirement of the system.

The arrangement for distribution of earth form plate earthing in shown .

#### **4. MEASUREMENT OF EARTH RESISTANCE AND IT'S LIMIT**

For the purpose of measurement of earth resistance, small interconnection strip should be provided in the ring earth in a small manhole chamber, so that ring earth can be broken from loop.

In case of ring earth, earth resistance is not a major significant item where all equipment is earthed to a common ring. For testing of earth resistance value of commoned earth (by communing of no. of individual earth), the testing of individual earth is to be done by disconnecting it from Equipotential bonding.

The earth resistance should be less than or equal to 0.5 ohm for individual earth connected to Equipotential bonding. In only exceptional cases, earth resistance is allowed up to 1.0 ohms. For measurement of earth resistance please to EI No. G 0002, Issue 1, dated-15.09.1966.

#### **5. MATERIAL USED IN EARTHING : (PLATE TYPE)**

- (i) Technical specification shown in section-A
- (ii) G.I. strips of size 50x3 mm. are laid in a ring trench and connected to tower legs, earth bar in power room and engine room etc. All joints inside the earth should be made waterproof.
- (iii) Tower and other connection: Each leg is connected to ring earth by means of GI strip. All connections are made by GI nuts and bolts for GI to GI with a lead strip of 1 to 3 mm. thick in between for ensuring proper surface contact. That is,
  - (a) **GI strip to .....** By GI nuts and bolts  
GI strip with lead strip 1 to 3  
Thick in between.
  - (b) **GI strip to .....** Connected by brass Copper strip nuts and bolts or lug, and covered to make it moisture proof.
  - (C) **Copper to .....** With insulation tape & copper strip should be water tight or lugs outside the building.
  - (d) **Connections...** 19x6 mm. copper inside the strip is used. building

#### **6. IMPORTANT POINTS FOR CONSIDERATION IN EARTHING :**

- (i) Chemical treatment of earth using salts etc are not recommended as the chemical treatment does not last long and needs to be checked periodically .
- (ii) A separate GI strip 50x3 mm is used to connect the lightning spike to ring earth to ensure proper connectivity of lightning spike with the any earth.
- (iii) Earth conductor should not be encircled with metal clamps while taking it along the wall. This is credential to eliminate the high inductive reactance that will impede the flow of surge current along the conductor in case of lightening.
- (iv) Earthing conductors should not pass through any metallic conscript or pipe as this will increase surge impedance.

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**SECTION –A*****TECHNICAL SPECIFICATION OF PLATE TYPE EARTHING***

<b>S. No.</b>	<b>Item of Work</b>	<b>Quantum of Work and materials</b>
1	Digging of pit and back	2 X 2 M X3M deep to the maximum of 6 mtrs.
2	G.I. plate	76 X76 cmX6mm four Nos.
3	G.I. Strip	25 X 5 mm.
4	Charcoal	150 kgs.
5	Salt	25 kgs.
6	Nut, Bolt/GI//CU	20 Nos. (minimum) + 2 extra/joint
7	G.I. Clamp	One
8	G.I. wire mesh	One
9	G.I. Cover	One
10	Brick Work (1:2) Morter	50X50X30 cm.
11	Earth Terminal House in a box (Inspection chamber)	CU strip 25X250mmX6mm thick with nut & bolt 8 Nos. mounted on prose line Insulation
12	No. of earthing (at one place)	02 approx.
13	Earth resistance	Less than 0.5 ohm.
14	Earthing place	As per work order issued for Different location in SURGUJA Telecom District.

**Note** :-1. The requirement of one earthing has been shown in above/mentioned S. No. 1 to 11.

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2. The quantum of work may vary the Engineer In-charge of the work may decide such variations and quantities.
3. A.T. will be the responsibility of the tenderer.
4. All materials will be supplied by contractor hiMSMElf rates should be quoted accordingly.

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## SECTION – IX

### FORMAT OF AGREEMENT

This agreement made on this \_\_\_\_\_ day of (month)\_\_\_\_\_(year)\_\_\_\_\_ between M/s \_\_\_\_\_, here in after called "The Contractor" ( Which expression shall unless excluded by or repugnant to the context , include its successors , heir, executors, administrative representative and assignee) of the one part & the CMD BSNL here in after referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract: with the said BSNL for execution of EARTHING IN EXCHANGES/GSM SITES" in SURGUJA SSA (the BSNL SURGUJA) 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 where as no interest will be claimed on the security deposits.

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

- 1) The contractor shall, during the period of this contract: that is to say from \_\_\_\_\_ to \_\_\_\_\_ or completion of work for ` \_\_\_\_\_ (In words) \_\_\_\_\_ whichever is earlier or until this contract: shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labourers 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 associated works as described in documents (annexed to the agreement), when the BSNL or GMT SURGUJA or any other persons authorised by GMT SURGUJA in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice Inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, Instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also provide services at the requisite number of service units with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL Department of

( Seal & Sign of Bidder

)



Telecommunications/DTS is not/shall not ever be admitted as partner in the contract:

- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) Copies of authenticated documents of payments of EPF/ESI contribution paid for the last month should be attached along with the current month bill.

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

\_\_\_\_\_.

Above written :

Signed sealed & Delivered by

the above named Contractor in

the presence of.

Witness :

1.

2.

Signed & Delivered on behalf

of the BSNL of India by the

Witness :

1.

2.

( Seal & Sign of Bidder )

**SECTION - X**

**DECLARATION -I**

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**(No Near Relative Declaration)**

**W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**

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

Note: The near relatives for this purpose are defined as:

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

Station:

Name of the contractor

(Capacity in which signing)

Date

**Note:-**

- This Declaration is required to be submitted as affidavit in original for this tender in Rs10/- non Judicial stamp paper.

( Seal & Sign of Bidder )

- The above certificate is to be signed by:
  - ✓ The Proprietor in case of Proprietorship firm
  - ✓ All the partners in case of Partnership firm
  - ✓ All the directors in case of Limited Company

( Seal & Sign of Bidder )

## **DECLARATION-II**

**(Non Blacklisting/ Non Debar Declaration)**

**W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**

I/We here by declare that my/our firm has/have not been declared blacklisted /debar for taking part in tender any where in the unit of BHARAT SANCHAR NIGAM LIMITED.I/We am/are aware that any breach of 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 BSNL

Signature of BIDDER

Name of the BIDDER

(Capacity in which

signing) Station:

Date:

### **Note-:**

- This Declaration is required to be submitted as affidavit in original for this tender in Rs10/- non Judicial stamp paper.
- The above certificate is to be signed by:

( Seal & Sign of Bidder )

- ✓ The Proprietor in case of Proprietorship firm
- ✓ All the partners in case of Partnership firm
- ✓ All the directors in case of Limited company

( Seal & Sign of Bidder )

### **DECLARATION-III**

#### **(PAYMENT INSULATION UNDERTAKING)**

**W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**

I/We undertake that I/We have sufficient capital resources to carry out operations and will make due payment to our firms labour/employees assigned to execution of the this tender of BSNL CG RAIPUR as per laws every month insulating it from payments from BSNL.I/We also undertake to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL

(Signature of BIDDER/Authorized signatory)

Name of the BIDDER with seal

(Capacity in which

signing) Station:

Date

( Seal & Sign of Bidder )

## **SECTION XI**

### **LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19      Dated: 15.10.2018**

Subject: Authorisation for attending bid opening on \_\_\_\_\_(date) in the tender of  
\_\_\_\_\_

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_(Bidder) in order of preference given below.

Order of Preference

Name

Specimen Signatures

I

II

Alternate

Representative

Signatures of bidder

or

Officer authorized to sign the bid

documents on behalf of the bidder.

Note:-

1. Maximum one representative per BIDDER will be permitted to attend bid opening. 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.

( Seal & Sign of Bidder )

## **SECTION: XII**

### **LIST OF THE DOCUMENTS TO BE UPLOADED DURING ONLINE BID**

The BIDDER will have to upload attested copies of following documents/deposits during online Bid submission. Any bid not accompanying the below mentioned documents / deposits will be liable to be rejected;

1. Original Bid Security in accordance to NIT.
2. Tender document (s), in original, duly filled including BIDDERS profile & Bid form and signed by BIDDER or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the BIDDER or by his authorized representative.
3. **Experience certificate:** As per NIT.
4. The registration of the firm.: Attested copy of **registration of the firm(Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required, or any other competent office).** Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and articles of Association in case of companies. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.
5. Attested copy of EPF registration No.
6. Original "Power of Attorney" in case person other than the BIDDER has signed the tender documents.
7. Attested Copy of PAN No.
8. GST registration (PAN Based) certificate.
9. Declaration regarding no near relative employed in BSNL in the given format available in tender document.
10. Declaration regarding not blacklisting / debar of firm in the given format available in tender document
11. Undertaking regarding payment insulation in the given format available in tender document
12. Attested copy of ESI Registration. If ESIC registration is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
13. Labour license registration (Central Government of India). If same is not available at the time of bid submission , a declaration letter is to be enclosed that it will be submitted at the time of commencement of work, failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
14. Income Tax return latest financial year 2016-17 (AY 2017-18).
15. attested copy of valid annual financial turn over of last 3 financial year. Average annual Financial turn over during three years(2014-15, 2015-16, 2016-17) should be atleast 30% of estimated cost put to tender.
16. Valid MSME (Telecom service ) registration, if applicable.
  17. Intending bidders should have nationalized/scheduled bank solvency of at least 40% of tender cost (Rs 1182920). Date cost, Solvency certificate should not be older than one year from the date of NIT

( Seal & Sign of Bidder )



SECTION-XIII

**EMD**



To,

AGM(A&P)

O/o The **GENERAL MANAGER TELECOM**

SURGUJA, (C.G.) 497001

Sir,

With reference to your tender notice No.: **W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**  
Dated: 15.10.2018 inviting Tender for “EARTHING IN EXCHANGES/GSM SITES” in SURGUJA SSA

I/We offer our rate as follows :-

- 1) I/We have deposited **EMD Rs..... only vide DD/Receipt No.-  
..... On dated .....** , which is enclosed in original.
- 2) I/We agree with all the terms and conditions of the tender and would be abided by all those.

**SCHEDULED RATE :-**

Signature of BIDDER

Place :- .....

Name .....

Dated :- .....

Address .....

Seal.....

.....



**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprises )

**GENERAL MANAGER TELECOM SURGUJA SSA**  
**SURGUJA CG-497001**

**Bid Document**

**( SECTION -XIV)**

**FINANCIAL BID**

**Tender for “EARTHING IN EXCHANGES/GSM SITES” in SURGUJA SSA**

**W-3-40 / TENDER/ GMT-AMB/EARTHING/2018-19**

**Dated: 15.10.2018**



## Tender for “ Earthing in Exchanges/GSM Sites” UNDER SURGUJA SSA

The bidder have to quote the rates including cost of labor, cost of material required for Preparing of Earthing, cost of transportation from SSA stores SURGUJA inclusive of all taxes such as octopi, GST etc on the materials etc. required for “ Earthing in Exchanges/GSM Sites” UNDER SURGUJA SSA. GST will be paid extra by BSNL on demand of contractor.

### SCHDULE OF RATE FOR “ Earthing in Exchanges/GSM Sites’

S N	NATURE OF WORK	QTY	UNIT	RATES	
				IN FIGURES	IN WORDS
1	Plate earthing preparation (as per specification ) with supply of all required materials per no )	94	Nos		
2	supply of copper cable up to 50 MM (per meter)	720	meter		
3	supply of lugs (upto 50 MM)	188	Nos		
4	supply of PVC channel etc and connectivity to equipement 40 MM per meter in Rs	720	meter		
	TOTAL				

NOTE- (1) For the purpose of evaluation, the TEC will obtain the grand total by multiplying the rates quoted for all above items with the approximate quantities mentioned in the financial bid. The lowest grand total will be treated as L1

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

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

**Dated:-...../...../**

**Signature of the tenderer .....**

**Name of Tenderer.....**

**A ddress .....**

**Mob./Telephone.....**

