

## **BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

# OFFICE OF THE GENERAL MANAGER, HASSAN TELECOM, DISTRICT BSNL BHAVAN, BM ROAD, HASSAN – 573 201

"An ISO 90001-2000 CERTIFIED COMPANY"

## **BID DOCUMENT**

Tender for Hoisting/De hoisting of WLL Antennas and other associated works in Hassan Telecom District, Hassan

TENDER No: <u>W-5/TENDER/WLL ANTENNA/2008-09/4</u> dated at Hassan <u>17th Jan`2009</u>

Document No.	
ISSUED TO (NAME & ADDRESS)	
DD/CASH RECEIPT NO	
DATE OF ISSUE	
Signature of issuing officer	

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#### BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office of the General Manager, Hassan Telecom District BSNL Bhavan BM Road, Hassan-573 201

"An ISO 9001-2000 Certified Company"

No. W-5/TENDER/WLL ANTENNA /2008-09/4 DTD HSN 17 -1-2009

## <u>SECTION-I</u> NOTICE INVITING TENDER

Sealed tenders are invited on behalf of Bharath Sanchar Nigam Limited by The General Manager, Hassan Telecom Dist, BSNL Bhavan, BM Road, Hassan-573 201 from the eligible and experienced tower / mast erection contractors for "Hoisting/De hoisting of WLL Antennas and other associated works in different locations of Hassan Telecom Dist". Only bidders who have at least two years experience for having carried out similar works anywhere in India with Railways, DOT, Doordarshan, MTNL, BSNL and other GSM/CDMA Telecom companies, shall be eligible to apply. Details of specification of the works and the quantities is given in the following sections.

- 1. The tender document can be had from Planning Section, IV Floor O/o General Manager, BSNL Bhavan BM Road Hassan-573201 from 19.1.2009 to 6.2.2009 between 10:00 hrs to 17:00 Hrs on all working days on payment of Rs. 563/-(Rupees Five Hundred and Sixty Three only) in the form of DD/Bankers cheque drawn in favor of "BSNL, Hassan TD, payable at Hassan from any Nationalized/Scheduled Bank or by paying Cash in the Cash Counter. The last date for issue of tender form is 6.2.2009. The tender documents can also be downloaded from Website www.karnataka.bsnl.co.in/tender/telecom/tender-ssa.htm. In such case, the cost of the tender documents of Rs.563/- is required to be paid in the form of crossed DD drawn in favor of "BSNL Hassan TD" Hassan and enclosed to the tender documents. In case of non remittance of cost of tender form, tender document will be summarily rejected.
- The request for tender form should accompany with the requisite experience certificate for having done similar work with Railways, DOT, Doordarshan, MTNL, BSNL, other GSM/CDMA Telecom companies.

- The tender document should be submitted to Asst General Manager (Plg), O/o General Manager, Hassan Telecom Dist, IV Floor, BSNL Bhavan, BM Road, Hassan-573 201 in an envelope sealed either by wax or by Packing PVC tape on all the adjoining sides super scribed as "Tender for Hoisting/De hoisting of WLL Antennas and other associated works". The completed tender will be accepted up to 1500 hrs of 7.2.2009 and will be opened at 1530 hrs of the same day i.e. 7-2-2009 in the presence of the tenderers who may choose to be present.
- 4. EARNEST MONEY DEPOSIT: Each Tender shall be accompanied by an EMD of Rs.8000 (Rupees Eight thousand only) deposited in the form of a Crossed Demand Draft or Bankers Pay Order drawn on any Nationalized/Scheduled Bank in favor of "BSNL HASSAN TD" payable at Hassan-573 201
- The General Manager Hassan Telecom Dist. Hassan-573201 reserves the right to accept or reject any or all the tenders without assigning any reasons.

Asst General Manger (Plg)
O/o The General Manager
Hassan Telecom District.
BSNL Bhavan, Hassan-573201
Phone No. 08172-259 211

## SECTION – II TERMS and CONDITIONS

#### 1. ELIGIBILITY

- 1.1 Only bidders who have at least two years experience for having carried out similar works anywhere in India with Railways, DOT, Doordarshan, MTNL, BSNL, other GSM/ CDMA Telecom companies, supported by documentary evidence shall be eligible to apply, failing which bids are liable to be rejected.
- 1.2 The tenderer should have Valid Service Tax, PAN, EPF & ESI registrations and copy of registration certificates shall be enclosed to the Bid document.
- 1.3 The Contractor should have sufficient resources at his command to carryout the work simultaneously at different places of work in the SSA.

#### 2. Disqualification for Bidding

- 2.1 The General Manager, BSNL Hassan Telecom Dist. Hassan, reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL, including those contracts which have already been terminated by the BSNL. The Firms and Companies which have the contractors as proprietors or partners whose contract agreements have been terminated by BSNL due to bad performance by the Contractor are also not eligible to participate in this bid. Black listed/terminated contractors under whatever may be the reason are also not eligible to participate in this tender. Conditional tender will not be accepted
- 2.2 As per the rules and regulations of the BSNL, BSNL employee or his members of the family are barred from participating in the tender directly or indirectly.

#### 3. SUBMISSION OF BIDS

3.1 The cover containing tender documents shall be sealed either by wax or by Packed with PVC tape on all the adjoining sides failing which tender will be rejected. The sealed covers super scribed as "Tender for Hoisting/De hoisting of WLL Antennas and other associated works" should be addressed to <a href="Asst General Manager[Plg],O/o G.M. Telecom, IV Floor, BSNL Bhavan, BM Road, Hassan-573 201">573 201</a>, so as to reach this office either by Speed/registered post or can be dropped inside the tender box, which is kept inside the chamber of Asst General Manager [Plg], IV Floor, O/O the GMT, Hassan, on or before 15:00 Hrs of 7-2-2009 and will be opened at 1530 hrs of the same day i.e.7-2-2009 in the presence of the tenderers who may choose to be present.

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- 3.2 If tender opening day happens to be holiday, in that case, next working day will be the tender opening day
- 3.3 Each tenderer should clearly mention his address along with telephone & FAX Nos if any.
- 3.4 All the columns in the Tender Document schedule should be filled in and any overwriting or insertion and corrections should be attested by the tenderer with his/her/their own signature
- 3.5 All pages of the tender documents are to be signed by the bidder and to be resubmitted along with Xerox copies of related documents mentioned in Section-VIII.

#### 4. LATE TENDERS:

- 4.1 The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Tenders will not be received after the specified time of closing of the tender & the same shall be rejected & returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of the tender.
- 4.2 Tenders sent by post, if delivered by the Postman after the expiry of the specified time will only be recorded and not opened or considered. Such tenders will be opened only when a request to return the Demand Draft/Bank Guarantee/Pay order enclosed as EMD is made by the Tenderer. In such cases, only the DD/Bank Guarantee/Pay order will be returned in original but not the other documents.

#### 5. MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder may include at later stage in sealed envelope, the modifications if any to the original bid document or for the withdrawal of his bid already deposited in the tender box. The bidder should include the above before opening the tender box.

#### 6. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 120 days from date of opening of the bid.

## 7. EARNEST MONEY DEPOSIT (EMD)

7.1 The amount deposited as EMD of Rs. 8000/- along with Bid Document shall carry no interest during the entire period it remains with BSNL, Hassan Telecom Dist.

- 7.2 The EMD shall be forfeited if a bidder withdraws his bid during the period of bid validity specified in the bid document
- 7.3 The EMD (bid security) is liable for forfeiture, in case, the successful bidder fails to,
  - i) Sign the agreement in accordance with clause 9
  - ii) Furnish Security Deposit in accordance with clause 8.2
  - iii) Furnish copy of the valid Certificate of Registration from the Asst. Labor Commissioner [Central] after issue of form V & Labor License after issue of form VI B with in 15 days of issue of form V
  - iv) Produce copy of the valid Insurance Policies taken along with receipts of premium paid receipts in r/o of laborers/employees engaged for BSNL works of Hassan TD
- 7.4 The EMD of the unsuccessful tenderers will be refunded after the finalization of the tender

#### 8. SECURITY DEPOSIT

- 8.1 The Security deposit shall be payable as a guarantee for the satisfactory execution and Performance of the contract.
- 8.2 The successful Tenderer shall within 10 days of issue of letter of intent, furnish additional Security deposit equal to EMD amount in the form of DD drawn in favour of "BSNL Hassan TD" payable at Hassan and enter into an agreement on stamp paper of Rs.100/-. The EMD & SD will remain unchanged even if more than one contractor is selected.
- 8.3 The EMD of the successful tenderer will be automatically converted into Security Deposit after entering into the agreement.
- 8.4 The total Security deposit will be held by the company till the successful completion of the contract. The Security deposit will not bear any interest while in the custody of BSNL
- 8.5 The Security deposit is liable to be forfeited either in full or in part, if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and the work order placed on the contractor.
- 8.6 The Security Deposit will be released only after the expiry of the duration of the contract on satisfactory execution & completion of the works.

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#### 9. SIGNING OF AGREEMENT

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the company with in a week of submission of security deposit as per clause 8.2 above.

#### 10. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 9 shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security, in which event; the company may make the award to any other bidder at the discretion of the company or call for new bids.

#### 11. BID PRICES

- 11.1 The rates quoted should be inclusive of all taxes and transportation of materials but excluding Service Tax.
- 11.2 Transportation of materials from either Dist Store yard HN Pura Road, Hassan or respective Sub Divisional store yards to the site and returning of balance materials back to District Store yard is at the cost of the tenderer
- 11.3 No revision of rates on escalation of price will be entertained due to any reason after tenders are opened. The successful tenderer has to execute the work at the accepted rate only during the entire period of contract.

#### 12. CLARIFICATION OF BIDS BY THE COMPANY:

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

- 13. The tenderer shall under no circumstances sub-contract the work order to other persons and in such circumstances the tender is liable for termination.
- 14. The General Manager, BSNL, Hassan reserves the right to accept or to reject any tender in whole or partly without assigning any reasons there to and does not bind himself to accept the lowest tender.

## 15. METHOD OF EVULATION

15.1 In general the L1 will be decided based on the lowest total value of the work as shown in the schedule, which shall be realistic and rational, by applying

the quoted rates on the estimated quantity of each item of work shown in rate **Schedule A**. However, GMTD Hassan, keeping in mind the contents at clause 16 is not bound to accept the lowest one always if unrealistic. L1 rates are further subjected to negotiation, if felt necessary.

- 15.2 The tenderer should quote his rates against schedule B also. However, the item shown in schedule B is optional and negotiable.
- 15.2 The decision of the General Manager, Hassan Telecom Dist. Hassan-573201 on all matters relating to acceptance or otherwise will be final.

#### 16. AWARD OF CONTRACT:

The General Manager, Hassan TD shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially & financially acceptable and realistic. The General Manager Hassan TD reserves the right to award contract for more than one contractor at the approved rates of L1 in order to expedite the targeted works. In case the work is awarded to two successful bidders, work shall be in the ratio of 70:30 between L1 and L2 bidders

- 17. In case of any dispute/matter arising out of this contract the decision of the General Manager, BSNL, Hassan shall be final and binding.
- 18. Contractor means the successful tenderer whose tender has been accepted.

#### 19. ISSUE OF WORK ORDER & TIME LIMIT

- 19.1 The work order will be issued by the Divisional Engineer of concerned SDCA with copy to Asst General Manager (Plg). In case of exigencies, the work order shall be issued by the Asst General Manager [Plg] O/o GM Hassan. The work order will contain following specific items of work to be executed by the contractor within specified time limit.
  - a) Work Order No and date
  - b) Estimate No
  - c) Locations of the work to be carried out
  - d) Item of work to be carried out
  - e) Time allowed for execution of work
- 19.2 The concerned DE/AGM reserves the right to cancel or modify the scope of work order in the event of change of plan necessitated on account of technical reasons or as felt necessary by the work order issuing authority or the head of SSA.
- 19.3 All works are to be executed as per the requirements of BSNL and the works carried out are subject to inspection by the officer nominated by General Manager, BSNL, Hassan
  - 9 Read, Understood & complied with

#### 20. TIME SCHEDULE

- 20.1 The Contractor shall complete the entire work within 15 days from date of commencement mentioned in the work order. The TIME SCHEDULE given for completion of the work shall be strictly adhered to by the contractor & shall be deemed to be the most important aspect of the contract. Any compromise in the time schedule is not acceptable.
  - 20.2 The General Manager, Hassan TD Hassan reserves the right to cancel the contract and forfeit the Security deposit if the contractor fails to commence the work within 7 days after issue of the Work order.
  - 20.3 In case of delay in the commencement of the work or the contractor fails to complete the work within the stipulated period, the GM will have all rights to get the work done either through other agencies or by any other means at the discretion of the General Manager.

#### 21. Sanction of Extension of Time (EOT)

Extension of time for completion of the work will not be given except in exceptional circumstances. However, the delay in completion of the contract will not deprive the General Manager, BSNL, Hassan of his right to recover liquidated damages as above in 22.1. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

### 22. PENALTY CLAUSE

- 22.1 Should the contractor fail to complete any or all the work thereof within the period prescribed above, Tendering authority shall be entitled to recover 5% of the value of the Work Order for each week of delay or part thereof subject to a maximum of 20% of the cost of the work awarded. Beyond the delay of 4 weeks to complete the work, the bill claims for such delay will not be entertained and contract is liable for termination along with forfeiture of EMD & SD amount.
- 22.2 Any claim for incomplete works will not be entertained
- Penalty for delayed submission of bills:

  Bills should be submitted to the officer in charge within 15 days from the date of completion of work. The bills submitted beyond the prescribed limit are liable for penalty at the rate of 0.25% of the amount of the bill for every one-week of delay subject to a maximum of 5% of the amount of the concerned bill. The bills submitted by the contractor after 6 months of the
  - concerned bill. The bills submitted by the contractor after 6 months of the work will be treated as invalid and no payment will be made on them. However, in exceptional cases payment will be authorized with applicable

- penalties mentioned in the bid document by the General Manager, Hassan BSNL only after detailed investigation and on appeal by the contractor.
- 22.3 The materials supplied by the Company shall be properly used. In case any deviation is found, cost of the material will be recovered.

#### 23. SUBMISSION OF BILL & TERMS OF PAYMENT

The bills and stamped receipt should be submitted in-duplicate within 15 days from the date of completion. The bills should be proper and complete in all respects. The amount paid towards Service Tax should be shown explicitly in each bill. Along with the bills, certificate by the concerned SDE/SDO to the effect that the work is carried out satisfactorily is to be furnished for making payment. The payment of the bills will be made within reasonable time after deducting 10% of the bill amount towards Performance Guarantee and other Statutory Deductions towards taxes. The balance 10% of the bill will be released after expiry of the warranty period of 3 months subjected to the production of satisfactory certificate from the concerned field officers. Any deficiency in the work noticed during the warranty period has to be attended by the tenderer without any extra charges.

#### 24. GENERAL TERMS & CONDITIONS OF THE TENDER

- 24.1 The tenderer shall under no circumstances sub-contract the supply order to the other persons and in such circumstances the tender is liable for termination.
- 24.2 The quantities mentioned in the tender schedule for each item is only approximate. The exact quantity of work required will be ordered in either one lot or part by part over a period of one year at the discretion of BSNL. The contractors shall not have any claim whatsoever over the quantity of work
- 24.3 The General Manager, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25 % of the total quantum of works specified in the schedule of requirements without any change in the rates or other terms & conditions.
- 24.4 The General Manager, BSNL, Hassan reserves the right to terminate the CONTRACT without assigning any reason at any time.

#### 25. REGISTRATION WITH LABOUR COMMISSION.

Successful Tenderers shall register themselves with Assistant Labor Commissioner (Central) as per Central Labor Act 1972 and Contract Labor

Rules 1971 as applicable within 10 days after receipt of letter of acceptance of the tender.

#### 26. INSURANCE

- 26.1 Without limiting any of the other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery and materials etc, brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL (A GOVT OF INDIA ENTERPRISE) from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) and charges and expenses that may arise in regard to the same or that the BSNL (A GOVT. OF INDIA ENTERPRISE) may suffer or incur.
- 26.2 The contractor shall have to furnish originals and attested copies required by the AGM (plg) of the policies of insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related there to which the BSNL may require.

## 27. Safety Precautions

- 27.1 The Contractor is fully responsible for taking all possible safety precautions during preparation and actual performance of the works. All safety measures such as Helmet, ropes tied to body while working on towers are to be adopted meticulously as per labor laws.
- 27.2 The contractor shall be solely liable for the expenses for and in respect of repairs and/or damage occasioned by injury or damage to such structures or other properties while executing the work. He will ensure all necessary precautions to avoid such damages either to the property of the BSNL or public.

#### 28. WORKMENS COMPENSATION

In every case in which by virtue of the provisions of section 12, sub-section of the workmen compensations act-1923, BSNL is obliged to pay compensation to the workmen employed by the contractor in execution of the works, BSNL will recover from the contractor the amount of compensation so paid and without prejudice to the rights of the BSNL under section-12, sub-section (ii) of the said act, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to the contractor, whether under this contract or otherwise. BSNL shall not be bound to contest any claim made against it under section 12 subsection (i) of the said act, except on the written request of the contractor and upon the contractor giving to BSNL full

security for all costs for which BSNL might become liable in consequence of contesting such claim.

#### 29. Issuance of Notice/Termination

- 29.1 The Divisional Engineer in-charge of work/AGM (Plg) shall issue **show cause notice** giving details of lapses, violation of terms & conditions of the contract, wrongful delays or suspension of work or on the slow progress of the work on contract, directing the contractor to take the corrective action. If the contractor fails to respond to the Show Cause Notice within 14 days from the date of issue, the Company reserves the right of taking ex-parte decision whatsoever deemed as necessary.
- 29.2 In case of failure on the part of the contractor to comply with any or all the terms and conditions or breach of contract or if the quality of work or the quality of the materials used are found to be sub-standard, for any other sufficient reason like delay in commencement of the work or fails to complete the work causing inconvenience to BSNL Hassan, the General Manager, BSNL, Hassan shall have the right to terminate the contract by giving notice. In such event the security deposit shall stand forfeited and BSNL may initiate Black Listing of the Contractor as an extreme step.
- 29.3 Upon termination of the Contract, the security deposit of the contractor shall liable to be forfeited & shall absolutely be at the disposal of BSNL Hassan
- 29.4 The Company shall further blacklist the Contractor and prevent the contractor from participation in other tenders of BSNL

## 30. FORCE MAJEURE

30.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, 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 such claim for damages against the other in respect of such non-performance & work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, & the decision of the company as to whether the work have been so resumed or not shall be final & 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 its option terminate the contract.

30.2 Provided also that if the contract is terminated under this clause, the company shall be at liberty to take over from the contractor at a price to be fixed by the company, which shall be final, all unused, undamaged & acceptable materials, bought out components & 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 company may deem fit expecting such materials bought out components & stores as the contracts may with the concurrence of the company elect to retain

#### 31. ARBITRATION

- 31.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Chief General Manager, Karnataka Telecom Circle or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Karnataka Telecom Circle or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Chief General Manager, Karnataka Telecom Circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration & Conciliation Act, 1996. There will be no objection to any such appointment that arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final & binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manger or the said officer shall appoint other person to act as arbitrator in accordance with the terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 31.2 The arbitrator may from time to time with the consent of parties enlarge the time for making & publishing the award, Subject to aforesaid Indian Arbitration & Conciliation Act 1996 & rules made there under, any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- 31.3 The venue of the arbitration proceeding shall be the Office of the General Manager, BSNL Hassan TD or such other places as the arbitrator may decide. The following procedure shall be followed.
- 31.4 The contractor shall at his own cost at the company'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 company.

#### 32. INDEMNITIES

The contractor shall at all times hold the company harmless & indemnify against all action, suits, proceedings, works, cost, damages, charges claims & demands of every nature & descriptions, brought or procured against the company, its officers & employees & forthwith upon demand & without protest or demur to pay to the company any & all losses & damages & cost (inclusive between attorney & client) & all costs incurred in endorsing this or any other indemnity or security which the company may now or at any time have relative to the work or the contractor's obligation or in protection or endorsing its right in any suit on other legal proceeding, charges & expenses & 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 company or pay to the company forthwith on demand without protect or demur all cost, charges & expenses & losses & damages otherwise incurred by it in consequences of any claim, damages & actions which may be brought against the company arising out of or incidental to or in connection with the operation covered by the contractor.

#### 33. SET OFF

Any sum of money due & payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the company or the Government or any other person or persons contracting through the Government of India & set off the same against any claim of the company or Government or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with company or Govt. or such other person or persons contracting through Govt. of India

#### 34. VALIDITY OF THE CONTRACT

34.1 One year from the date of signing of agreement between the company & the contractor. The price once fixed will remain valid for the period of contract. Increase & decrease of taxes /duties will not affect the price during the contract period

34.2 Under extraneous circumstances, the period of contract shall be extended for a required period as convenient to BSNL Hassan at the same approved rates of tender with the mutual consent of the contractor.

"THIS CONTRACT IS SUBJECT TO JURISDICTION OF COURT AT HASSAN ONLY"

#### SECTION-III

#### WORK SPECIFICATION

- 1) Hoisting of WLL Antenna as per standards
- 2) Hoisting of Feeder cable as per standards
- 3) Hoisting of Antenna Fixtures and fixing as per standards
- 4) Connectorisation of Feeder Cable:
  - By trimming cable jacket 51mm, cutting the cable leaving 35.5 mm, add 'O' ring , apply grease and put clamping nut ,remove the debris and compress foam to suite proper positioning of outer connector for flare outer conductor and examine flare for proper suite, Screw in connector pin , add 'O' Ring and grease , reassemble connector with coupling torque.
- 5) Connectorisation of Jumper cable:
  - Trim cable jacket of 28 mm , remove 7 mm outer conductor of required length jumper cable , remove foam & adhesive by tapering inner conductor(7 mm) , clean it , add grease and put clamping nut onto the cable until it stops , attach connector body and afterwards put heat sinking sleeve and heat it till the sleeve sinks and sits properly on the connector.
- 6) Weather proofing of feeder cable

  To ensure proper adhesiveness between feeder cable and Antenna port with adhesive
  tape and must further ensure that, no leakage of water inside the joint point due to
  raining or other reasons.
- 7) Grounding of Feeder Cable

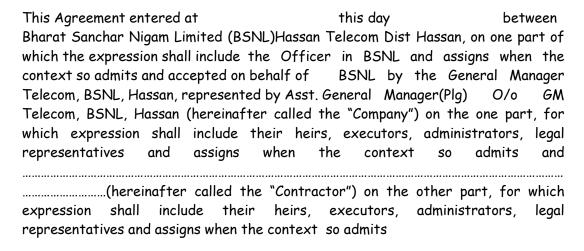
  By removing outer jacket of length 51/63/57 mm as per the available grounding kit,
  which is to be tightened perfectly on the trimmed feeder Cable at a distance of about
  20 meters each, wrapping with adhesive tape properly, so that no leakage from outside

- 8) Fixing of Heat shrink Joint at BTS equipment top as per standards as well as Jumper cables.
- 9) Fixing of Plates & Boot for Wave Guide entry.
- 10) Fixing of Surge arrestors.
- 11) EGB, IGB Fixing
- 12) Orientation/Reorientation of the Antenna including, tilts, height reduction of Antenna height which include re-routing of Feeder cables. All accessories to be arranged by the contractor himself for the execution of the work( Max height of tower is 100 M)
- 13) De hoisting of Feeder Cable as per standards
- 14) De hoisting of antenna including fixtures wherever required
- 15) In case, if hoisted antenna port found defective, the contractor shall make all arrangements to hoist new antenna for successful commissioning of BTS without additional charges

#### **SECTION-IV**

## **AGREEMENT (specimen)**

The successful tenderer shall have to execute the following agreement:



Where as the contractor has offered to enter into contract with the said company for the execution of work of for Hoisting of Antennas of all types ,feeder cable, Connectorisation, Earthing of Feeder Cable, De hoisting of Feeder Cable and Antennas and any other associated works in Hassan Telecom District, Hassan on the terms and conditions herein contained and the rates approved by the company (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 deposit.

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Now these presents witness and it is here by 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 until this contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of labors employed at his own expenses and
	by means of tools, implements and equipment etc. to be supplied by him to his labors at his own expenses, for Hoisting of Antennas of all types, feeder cable,
	Connectorisation, Earthing of Feeder Cable, De hoisting of Feeder Cable and Antennas and any other associated works in Hassan Telecom District as described
	in tender documents (annexed to the agreement ), when the company or General
	Manager BSNL, Hassan Telecom Dist or any other persons authorized by General
	Manager BSNL, Hassan require. It is understood by the contractor that the
	quantity of work estimated is likely to change as per actual requirements as
	required by BSNL Hassan.

- The NIT (notice inviting tender), Bid document (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen & 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 company is not /shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms & conditions, rules, guidelines, construction practices safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the company having bearing on execution of work and payments of work to be done under the contract.
- 6) The General Manager Telecom Hassan reserves the right to cancel the contract at any time without assigning any reason thereof and not liable to pay any compensation on account of that.

"THIS	CONTRACT IS	SUBJECT TO	JURISDIC	TION OF	COURT	AT HAS	SAN
ONI Y"							

In witness whereof the parties pand seals the day and year in		have	here	into : 	set t	heir	respecti	ve	hands
	18		Red	ad, U	nder	stoo	d & com	ila	ed

with

Above written:	Signature of the Contractor
Witness:	Name
1.	
2.	Signed & Delivered
	Signature of the Authorized Signatory for BSNL Hassan with seal
Witness: 1.	
2.	
	SECTION-V
LETTER O	F AUTHORISATION FOR ATTENDING BID OPENING
Tender Numbei	
-	Authorization for attending bid opening on (date) of the
tender	
	g persons are hereby authorized to attend the bid opening tender mentioned above on behal
(Bidder) in orde	er of preference given below,
Order of Prefe Specimen Sign	

Signature of bidder
Read, Understood & complied

with

19

Or Officer authorized to sign the documents on behalf of the

bidder.

bid

#### **SECTON-VI**

#### PRE-RECEIPT

i, inc anacisigno	a on 111/01/11/11/3			
received Rs Rs	(Rupees		only)	from
Accounts Officer (Cas	h), O/o General Manag	ger, BSNL, Hass	san, being the	refund
of the Earnest Mone	y Deposit/Additional	Security Depo	sit made by	me/us
towards tender for.				
Place:				
Date:				
		Sign	nature with Sta	mp
			Name	&
		Address		

## SECTION-VII BID FORM

To: The General Manager,
BSNL, Hassan Telecom District,
BSNL Bhavan, BM Road,
Hassan –573201.

undersigned Shri/Smt/M/s

Ref: Tender No. <u>W-5/TENDER/WLL ANTENNA /2008-09/4 dated at Hassan</u> the 17 1 .09

Dear Sir,

Having examined the conditions of contract & specification including addenda No..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work of "Hoisting of WLL Antennas, feeder cable, Connectorisation, Earthing of Feeder Cable, De hoisting of Feeder Cable, Antennas and any other associated works in Hassan Telecom District in conformity with the conditions of contract & specification as may be

ascertained in accordance with the schedule of prices attached herewith & made part of this Bid.

We undertake, if our Bid is accepted, to execute the work in accordance with specifications, time limits, terms & 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 120 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.

Till the formal Agreement is prepared & 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 & prepared so as to prevent any subsequent alteration & replacement.

	Dated this	day c	of 2009
Signatory	Signature	of	Authorized
orginatory	In the capacity o		 for and on behalf
of	Daily dailionzed	io digiti ilio bia i	or and on bondin
Witness			
Address			

## SECTION-VIII TENDERER'S PROFILE

1. Name of the tenderer/firm (In Block Letters)

\_\_\_\_\_

Passport size
photograph of
the
tenderer/authoriz
ed holding the
power of
Attorney

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. Address of the firm
4. Telephone No (with STD code)
(O) (Fax) (R) Mobile No
<ol> <li>Registration &amp; incorporation particulars of the firm:</li> <li>a. Proprietorship</li> <li>b. Partnership</li> <li>c. Private Limited</li> <li>d. Public Limited</li> </ol>
6. Name of Proprietor /Partners/Directors
7. Permanent Account No (PAN): 8. Service Tax Registration No : 9. EPF No : 10. ESI No :
Attested copies of documents of registration/incorporation, PAN, ST Registration No, EPF and ESI are enclosed.
11. Infrastructure capabilities :  (To be briefed with the strength of the staff available)

12. Annual Turnover of the Firm	:
13. Experience	:
Services offered as per the	eligibility condition with supporting documents
information is found to be fall cancelled. Enclosed are the	mation given above is true and correct. If any lse or misleading the tender / contract may be e attested copies of PAN card, Service Tax Deed of Item 6 above and etc.
Place: Date:	Signature of tenderer/Authorized signatory
	Name of the tenderer/Authorized signatory with seal

## SECTION-IX

## PRICE SCHEDULE

## SCHEDULE - A

Composite Rates inclusive of all Taxes, Transportation and Handling charges except Service TAX for the works in Hassan Telecom Dist are quoted as below work wise.

SI No	Item	Approx Qty. of work	Unit	Unit Rate	Total Cost
1	Hoisting of WLL Antenna	21 Nos	Per Antenna		
2	Hoisting of Feeder Cable	5,000 Mtrs	Per Meter		
3	Hoisting of Antenna Fixture	25 Nos	Per Fixture		
4	Connectorisation of the feeder cable (per connector)	100 Nos	Per Connector		
5	Connectorisation of the jumper cable (per connector)	200 Nos	Connector		
6	Weather proofing of feeder cable	100 jobs	Per Job		
7	Grounding of Feeder Cable	100 jobs	Per Job		
8	Fixing of Plates & Bolt for Wave Guide entry including wall opening	25 jobs	Per Job		
9	Fixing of Surge arrestors	60 jobs	Job		
10	EGB,IGB Fixing	10 jobs	Job		
11	Orientation/reorientation including tilts, height reduction of Antennas which include re-routing of Feeder cable(all accessories to be arranged by the contractor)	10 jobs	Job		
12	Dehoisting of Feeder Cable coiling & returning to	4000 mtrs	Per Meter		

	Dist.Storeyard Hassan			
13	Dehoisting of antenna including fixture & returining to Dist. Storeyard Hassan	30	Per Unit	
	Т	otal		

Total cost: Rs (in figures)
Total cost: Rs (in words)

## **SCHEDULE - B** (Optional)

In case of antenna fixtures supplied by the Company are not suitable to hoist on the tower, the contractor shall arrange to supply the suitable fixtures to hoist the antenna

SI No.	Item	Rate to be quoted including transportation, handling and Taxes (excluding Service Tax)	Unit Rate
1	Supply of suitable Antenna fixtures in case required		

Unit Rate: Rs (in figures)

Unit Rate : Rs (in words)

Accepted the terms and conditions as mentioned in the tender document vide No. W-5/TENDER/WLL ANTENNA /2008-09/4 dated @ HSN the 17 -1-2009

Date:	Signature of the Bidder
Place:	Full Name of the Bidder

## Note:

1. Rates quoted for each item in Schedule – A should be inclusive of all miscellaneous

works (if any)

2. The total cost shall be quoted both in figures & words. The cost quoted in words will be taken into account in case of any discrepancy in figures