



BHARAT SANCHAR NIGAM LIMITED

**UTTARA KANNADA TELECOM, DISTRICT
MBM EXCHANGE COUMPOUND, KAJUBAG
KARWAR – 581 301**

**TENDER FOR
PRIMARY & SECONDARY CABLE
CONSTRUCTION WORKS**

No. N-3/Cable/Tend/2009-10/1 Dtd. @ Karwar, the 01.04.2009

Rs. 1125/-

(Inclusive of
VAT 12.5%)

BHARAT SANCHAR NIGAM LIMITED

**OFFICE OF THE GENERAL MANAGER, UTTARA KANNADA TELECOM, DISTRICT
MBM EXCHANGE COMPOUND, KAJUBAG, KARWAR – 581 301**

**TENDER FOR PRIMARY & SECONDARY CABLE CONSTRUCTION WORKS
(5pr Cable and other than 5pr cables)**

No. N-3/Cable/Tend/2009-10/1 Dtd. @ Karwar, the 01.04.2009

This Tender document consists of the following sections :

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One book of tender documents bearing serial number shall be issued to each tenderer. The tender book duly filled in and signed on all pages should be submitted as tender offer.

Sd/-

Asst. General Manager(Plg),
BSNL, O/o. GM UKTD, Karwar-581 306.

Particulars of Issue of Tender Document
Receipt No..... of payment of Rs. 1,125/-
Date of Payment

Sr.A.O.(Plg),

BHARAT SANCHAR NIGAM LIMITED

**OFFICE OF THE GENERAL MANAGER, UTTARA KANNADA TELECOM, DISTRICT
MBM EXCHANGE COMPOUND, KAJUBAG, KARWAR – 581 301**

**Notice Inviting Tender For
Primary & Secondary Cable Construction works**

No. N-3/Cable/Tend/2009-10/1 Dtd. @ Karwar, the 01.04.2009

Properly sealed tenders (Packing PVC tape / Sealing wax) are invited for and on behalf of CMD, BSNL New Delhi by the General Manager, UK Telecom District, Karwar for “Primary & Secondary Cable Constructions Works (5pr & other than 5pr cable)” from the eligible contractors having experience in UG cable construction works in DOT / BSNL, Railways, PWD, HESCOM or any other organization for the following works in Karwar Telecom District. For further details you may please visit our Website www.karnataka.bsnl.co.in

The tender document containing terms, conditions and specifications etc., can be obtained from the SDE(CP), O/o. GMTD, Karwar on payment of Rs. 1,125/- in cash/DD drawn in favour of “BSNL UKTD, Karwar” payable at Karwar at the cash counter of the Sr.AO(Cash), MBM exchange Compound, Kajubag,, Karwar up to 25.04.2009 between 10 AM to 1 PM on all working days. The documents can be downloaded from our Website www.karnataka.bsnl.co.in and a DD for Rs. 1,125/- should accompany the tender documents. The tender will be opened on **27.04.2009 at 15.00 hrs.** in the chamber of AGM(Plg), Karwar. Last date for receipt of tender document is 14.00 hrs. on 27.04.2009. The tender received through registered post is to be reached before 14.00 hrs. of 27.04.2009.

Sd/-

General Manager,
UK TD Karwar – 581 301.

CHECKLIST FOR TENDERERS :

Have you ensured (Before sealing the envelopes by sealing Wax) the following ?

- i. Study of complete tender document ?
- ii. Signature on all pages of the document ?
- iii. Format on page No. 5, 6 & 7 is filled up properly & correctly ?
- iv. Experience certificate is attached.
- v. EMD in the form of DD is deposited and receipt is attached separately for each SDCA ?
- vi. Proforma for quoting rates on page Nos. 34 & 35 is properly filled in for the areas you are interested in for which EMD has been deposited ?
- vii. Rates quoted applies for item I & II of Sec.VIII only and other rates are fixed as in schedule of rates in Sec. VIII.
- viii. Declaration on stamp paper of Rs. 50/- duly executed as prescribed on page No. 30 & 31 (undertaking) & attested by public notary is attached ?
- ix. All certificates required in form "Tenderer's Profile" on page No. 5, 6 & 7 & Para 2.5 of Section – VI on page No. 20 are attached ?
- x. Submission of document of power of attorney in case tender offer is submitted on behalf of a firm ?

NOTE :

- a. Please ensure that the envelop containing the tender is superscribed as
"TENDER FOR CABLE CONSTRUCTION WORKS (5pr & other than 5pr cable)"
and addressed correctly and sealed by sealing wax. Separate cover for Technical Bid and Financial Bid marked on Envelop A and Envelop B respectively, both are put in single big cover.
- b. Please note that the BSNL is not responsible for any delay in receipt of tender sent either by post / courier and its consequent exclusion from consideration.
- c. One contractor can bid for maximum two zones only.
- d. Tenders should be dropped in person in the tender box placed in Planning Section, O/o. GM UKTD, Karwar.

SECTION - II

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

TENDERER'S PROFILE

GENERAL :

- 01. Name of the tenderer / Firm
- 02. Name of the person submitting the tender whose Photograph is affixed.
Shri. / Smt.
(In case of Proprietary / Partner ship firms, the tender has to be signed by Proprietor / Partners only, as the case may be)
- 03. Address of the Firm/Tenderer.....
.....
.....
- 04. Telegraphic address
- 05. Tele. No. (with STD Code) (O) FAXRes.
Mobile (if any)
- 06. Registration & Incorporation particulars of the firm :
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

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

- 07. Name of Proprietor / Partners / Directors
-

08. Tenderer's enlistment certificate details (BSNL/CPWD/PWD/Railways or any other organization)

- a) Category :
 - b) Number :
 - c) Issuing authority :
 - d) Issued on :.....
 - e) Valid upto :
- (An attested copy of the enlistment certificate may please be enclosed)

09. Tenderers Bank and A/C No.

Name of the Bank

Branch and its code

Accounts No.(s)

10. Permanent Income Tax number (PAN)
(Please attach a copy of last Income tax return)

11. Income Tax clearance certificate (last assessment year)

- i. No. Date(attach a copy)
 - ii. Income Tax circle / district where assessed
 - iii. Name under which assessed
 - iv. Last year for which income tax was paid
- Amount paid

12. Infrastructural capabilities :

- a) Maximum capacity of trenching per day (In Meters)
- b) Maximum capacity of cable laying per day (In meters)
- c) Maximum capacity of pulling cable through duct per day (In Meters)
- d) Maximum capacity of engaging mazdoors per day (No. of Mazdoors)
- e) Particulars of vehicles possessed by the tenderer(Nos.)

Type of vehicles	Regn. No.	Station where available
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f) Particulars of lifting and other appliances possessed by the tenderer viz., Jack-axle, Wheel-axle, E/M breakers, Pumps, Chain pulley blocks, etc.

- i. Jack & axle
- ii. Wheel & axle
- iii. E / M breakers
- iv. Pumps
- v. Chain pulley blocks
- vi. Any other item

13. Details of Technical & supervisory staff :

Certified that the information given above is true and if any information is found to be false or misleading the tender / contract may be cancelled.

Place :

Signature :

Date :

(Name)

END OF SECTION – II

SECTION – III

DEFINITIONS & AREA JURISDICTION OF CONTRACT

- 1.0 Definitions :
- 1.01 CMD BSNL means, Chairman & Managing Director, BHARAT SANCHAR NIGAM LIMITED, a Govt. Company headquartered at NEW DELHI and Circle offices at various state headquarters and SSA offices at various District Head Quarters in India.
- 1.02 Company : Company means BSNL or Bharat Sanchar Nigam Limited ; A Govt. of India Enterprises Head Quartered at New Delhi shall means Chairman & Managing Director, BSNL New Delhi.
- 1.03 The GMTD means the General Manager of UK Telecom District, KARWAR and his successors.
- 1.04 Representative of GMTD means officers and staff of BSNL for the time being in “U.K. TELECOM DISTRICT” deputed by the GMTD for inspecting or supervising the work or testing etc.
- 1.05 A/T Officer : The officer / official authorized by the GMTD, Karwar for carrying out Acceptance Testing of (A/T) of cable construction works.
- 1.06 The term “CONTRACTOR” means successful tenderer(s) whose tender has been accepted and shall include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.07 The term “CONTRACT” shall mean and include the invitation to tender incorporating also the instructions to tenderer(s), its appendices, annexures and schedules, acceptance of tender and such general and special conditions as may be added to it.
- 1.08 JURISDICTION OF GMTD, KARWAR means U.K. Telecom District covering Uttara Kannada District.
- 1.09 Officer In-charge of the work means SDE In-charge of the section where work is executed.

1.1 CLASSIFICATION OF SOILS AND SURFACES :

There is no classification of soil. Tenderers are requested to quote rate accordingly.

i) **ROAD CROSSINGS :**

1.1.1 “**TARMAC or ASPHALT SURFACE**” means the road surface which is metalled by asphalt irrespective of thickness of asphalt / tarmac.

2. **JURSDICTION OF THE CONTRACT**

2.1 This contract will cover the following Zones (covering two SDCAs in each zone) and exchange systems included in zones and the areas served by these exchange systems for Cable Constructions Works of Primary and Secondary Cables (5pr & other than 5pr cables).

Sl. No	Zone	SDCAs covered	Cable to be laid in Kms.		Estimated cost of work (In Rs.)	Earnest Money Deposit
			5 pr	Other than 5 pr		
1.	1	Karwar and Ankola	50	25	20,00,000/-	50,000/-
2.	2	Honavar and Bhatkal	45	40	26,00,000/-	65,000/-
3.	3	Sirsi and Salkani	45	20	16,80,000/-	42,000/-
4.	4	Haliyal and Joida	40	20	16,40,000/-	41,000/-
5.	5	Yellapur and Siddapur	40	35	22,00,000/-	55,000/-

END OF SECTION III

SECTION – IV

SCOPE OF WORK :

1. SCOPE OF MAIN CABLE CONSTRUCTION ACTIVITIES :

- A. Trenching, Pipe laying, Laying of cables in trenches or through pipes / duct, providing protections to cables, back filling and compacting and removing the excess earth.(5pr & other than 5pr cable)**

Trench for (in all types of soil)	Width at bottom in Cms.	Depth in Cms.
U/G cable other than 5pr	30	90
U/G cable 5pr	30	60

B. Jointing of cable pairs

Jointing of cable conductors by UY connectors, twisting or by machine jointing using modular connector.

C. DP Erection

External DP of 5pr / 10pr are to be fitted on post with the help of fixtures such as DP clamps, pole brackets etc. Internal DP of 5pr / 10 pr are to be fixed to wall with the help of suitable wall plugs / wooden gatti and screws at an approximate height of 7 ft.

D. Erection of Pillar & Painting and Sign writing of Pillar

The plinth for erection of pillar shall be made of RCC cast at site, the dimensions of the pit for casting the foundation of the plinth shall be as under.

Length = W + 30 cms.

Width = D + 30 cms.

Depth = 110 cms.

Where W= Width of the pillar shell, D= Depth of the pillar shell.

The pillar should be installed in safe places on footpaths at suitable locations convenient and accessible for maintenance.

The pillars / DPs shall be painted and sign written with enamel paint of reputed brand.

The trench will be along the road side or any other route that will be specified from time to time by the Incharge officer. The cable laying work includes digging, trenching, cleaning it, laying the required cable, placing the bricks and closing the trench in full and also includes the cost of bricks and cost of transportation of all type of materials like cable drums and other stores to the work spot from the respective SDCA HEAD QUARTERS stores and bringing back balance stores to the SDCA HEAD QUARTERS stores.

Single rate should be quoted per running meter for all types of soil including Cement Roads for each of the areas specified in the notice. The rate should be inclusive and exclusive of the cost of bricks separately. The rate for laying additional underground cable in the same trench, laying of cable in ducts, jointing, DP erection with sign writing and pillar erection with RCC plinth construction painting, sign writing including cost of materials should also be quoted in the price schedule separately.

If the depth is less than prescribed depth due to unavoidable circumstances, suitable precaution like solid laying, laying through GI pipes etc., are to be deployed and relaxation for the same may be obtained from the DEs concerned.

2. Burnt bricks will be of the following specification.

- a. Burnt bricks size 9" X 4" X 3"
- b. Size should not vary by more than 2%
- c. The bricks should be laid above the cable of size 100pr and above at the rate of 4 Nos. per running meter of the cable as per the standard of the Company.
- d. Burnt bricks should be first class standard specification made by good brick earth thoroughly burnt and should not increase in weight by more than 20% of its original weight after half an hour of sinking by immersion in water. Bricks should not break down when dropped flat on ground from a height of one meter.
- e. Sample pieces (5 Nos.) should be submitted on the day of laying cables for the purpose of testing the comprehensive strength of the bricks by the competent authority and it should be as per CPWD standard.

3. SCOPE OF ALLIED ACTIVITIES

3.1 Transportation :

The materials required for cable construction works shall be made available at respective Section of SDE/SDOT Store depot within the Uttara Kannada Telecom District. The contractor shall be responsible to Transport all the materials to be supplied by the department to the work spot. The rate shall be quoted including transportation, loading unloading etc.

3.2 DISPOSAL OF EMPTY CABLE DRUMS :

The contractor shall be responsible to dispose of the empty cable drums after laying of the cable.

The cost of various sizes of empty cable drums has been fixed taking into account the prevailing market rates as mentioned here under.

It shall be obligatory on part of the contractor to dispose of the empty cable drums at his level and the amount fixed for various empty cable drums shall be recovered from the bill for the work on which the drum was issued or from any other amount due to the contractor or the SD.

The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or the SD.

The contractor shall not be allowed to dump the empty cable drums in Govt. / public place which may cause inconvenience to the department / public.

The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and type of cable drums in the bill so that the amount is deducted from the bills due.

Rates fixed for various types of empty cable drums are as under. The rates are fixed and no percentage above or below is applicable on these rates.

Due certificate on the material issue slip regarding issue of cables with or without cable drums.

Sl. No.	Empty cable drum for cable of	Rate for disposal
i.	1000 prs. and above	Rs. 300/- + Tax (12.5%)
ii.	400 prs. to 800 prs.	Rs. 200/- + Tax
iii.	200 prs. To 100 prs.	Rs. 150/- + Tax
iv.	50 prs. To 20 prs.	Rs. 90/- + Tax
v.	Below 20 prs.	Rs. 60/- + Tax

1% IT on Scrap Value.

QUANTUM OF WORK (PROVISIONAL)

The total **TRENCHING** work during next one year is expected to be approximately varying from 50 to 85 Kms. in each Zone. However, no assurance on the quantum of work can be given.

End of Section – IV

SECTION – V**TECHNICAL SPECIFICATIONS****1.0 TRENCHING, BACK FILLING AND CONSOLIDATION**

General .

TABLE – Aa. **Excavation of Trenches** : The **“STANDARD TRENCH”** for cable laying shall be as under :-

Sl. No.	Trench Size type		Remarks
i.	Top width	30 cms.	a. For laying any number of cables below 400 prs.
	Bottom width	30 cms.	b. For laying two cables of 400 prs and above with/
	Depth	90 cms.	without any number of additional small size cables.

This may be noted that top width is recommendatory while the bottom width is mandatory.

TABLE – B.b. **Trenches of less depth : Relaxation, mechanical protection and rates payable.**

The depth of trench is very important for future life of cables. Therefore, the contractor is expected to ensure that the standard depth is maintained in normal circumstances. However due to obstructions or any other reasons. Beyond the control of the contractor, if the depth of the trench is less than the standard depth but upto a certain limit, the following procedure shall be adopted :-

Depth less than standard may be accepted as indicated here under however no relaxation shall be granted if digging is possible. Only in difficult cases relaxation may be granted by competent authority but the rates applicable shall be in accordance with the percentage shown in Table C of this section.

Sl. No.	Type of Cable	Standard depth in cms.	Minimum acceptable depth in cms. without relaxation	Power delegated for relaxation for depth upto depth in cms. to DET DGM(I/C CC)		Protection for depth without relaxation
1	2	3	4	5	6	7
1.	Primary & Secondary cables Size above 5pr	90	80	60	Full powers	Bricks
2.	Secondary cables of size 5pr	60	50	40	Full powers	No bricks

TABLE – C

c. Rates applicable (% of Standard Approved Rates) for depth less than the Standard depth:

Trench type	Depth between	Rate applicable as % of approved rates
a) For cables other than 5pr	90 cms.	approved rates (100%)
	80 cms. to 89 cms.	85% of approved rates.
	70 cms. to 79 cms.	75% of approved rates.
	60 cms. to 69 cms.	59% of approved rates.
	50 cms. to 59 cms.	48% of approved rates.
	Below 50 cms.	No payment
b) For 5pr cables	60 cms.	100% payment
	50 cms. to 59 cms.	85% payment
	40 cms to 49 cms.	75% payment
	Below 40 cms.	No payment
c)	The rates for Hard rock will be determined by a committee set up by the GMTD, Karwar after verification of the condition of the soil which shall be binding on the contractors to execute the work.	

d. Procedure for cable trenching :

The officer I/C of work shall take observation and mark exact route of the trenching. In case the route is changed by the Officer I/C of works after taking observation no payment shall be made for the trench made on the rejected route. After the completion of the required type of trenching for the cable(s) to be laid, the Officer I/C of works shall take the required joint measurement of the trenches along with the contractor / his authorized representative and enter the same in the measurement book. Then the paying and laying of cable shall be done. The work should be offered for A/T at this stage while placing of warning / protective layer of bricks.

The Contractors shall take all precautionary measures to avoid any damages to the existing installation in the places where the trenches are to be made. The contractors shall be responsible for any loss or damages caused to the existing telecom cables, water pipe lines, sewerage systems and power cables etc., belonging to BSNL, local bodies, any other Govt. / semi Govt. / Private parties. The contractors shall have to make good the damage at his own cost. The contractor shall be responsible for any legal liabilities arising out of the damages caused to any property, material or personnel. If the contractors fails to do so, the GMTD may arrange the repairs / replacement and the cost of such repairs/ replacement shall be recovered from the contractor's bill / Security Deposit and the decision of the GMTD shall be final and binding on the contractor.

All road crossings shall be completed by laying RCC pipes before digging the through trench so as to avoid public inconvenience for longer period.

After digging, the trench shall be cleared off from stones and other sharp edge materials so that a smooth bed is available for laying the cables.

e. Procedure for back filling & consolidation :

After laying of the cable, placing of bricks / RCC pipes or protection by other means, the trench is to be back filled with the soil excavated and to be compacted so as to make it free from risk of sinking, and the road usable for traffic.

Earth filling should be done 15 Cms. to 20 Cms. depth at a time and properly rammed with suitable rammer. After this next layer of earth has to be put and well rammed. This process should be continued till the entire trench is filled. The idea is that the trenches are properly packed after back filling.

It should be the aim to put all excavated earth back into the trench and pack properly to avoid subsequent sinking, leaving a 6" hump above the trench.

The remaining excavated materials, shall be disposed off at contractors cost to the satisfaction of I/C of work and the local body / owner of the premises, before shifting the workers.

The cost of back filling and consolidation is included in the rates for digging of trenches hence no amount shall be claimed separately for the same.

1. RCC PIPE LAYING AT ROAD CROSSING : (RCP)

Pipes of 100mm / 150mm / 225mm diameter shall be laid at the road crossings. Pipe laying work includes jointing of collars and if required covering with RCC 1:2:4 as protection of 15 cms. thickness above the pipe, if earth cushion is less than 30 cms. above the top of the RCC pipe. A 600 lbs. GI wire (to be supplied by BSNL shall be placed in all road crossings with adequate lengths at both ends. The road shall be levelled and made traffic worthy without any bumps or depressions. Depending upon the area where road crossing has to be done and also permission from the Police / PWD / Local authorities the work may have to be carried out during night and may have to be completed before next morning, so as to avoid disruption of traffic. In case of large road crossings, it shall be done in two parts, and the part that has been taken up has to be completed before the next day morning. Only the RCC pipe along with collars shall be provided by BSNL.

2. GI PIPE LAYING ON BRIDGES AND CULVERTS : (GIP)

At bridges and culverts the cable shall be laid in GI pipes of suitable size. The pipe has to be clamped on the outer side of the parapet wall or on top of the arch adjoining the parapet wall by digging close to the wheel guard. At the end of bridges/culverts cable and G.I. pipe should not remain exposed.

The clamp shall be at an interval of not more than 50 cms. clamping material of approved quality (viz., galvanized saddles or clamps having minimum 25mm width and 3mm thickness) shall be supplied by the contractor. The nails/nuts & bolts / coach screws shall be of not less than 5mm dia. and shall be adequately long to bear the stress / strain at his cost. Only GI pipe shall be supplied by BSNL.

The pipe may have to be fully embedded in cement concrete. If the GI pipe is required to be laid on bridge surface cost of the CC shall be paid by the department.

3. **PAYING AND LAYING OF CABLES IN TRENCHES. (PLC)**

The cable above 200 prs. shall be laid in the trenches through jack and axle or wheel and axle under the supervisions of the officer in charge of the work or his subordinate.

Adequate overlaps shall be left for joining 2 successive lengths of cables as under :

<u>Size of cable</u>	<u>Length of overlap</u>
1200 prs. and above	1.5 meter
800 and 1000 prs.	1.4 meter
400 and 600 prs.	1.2 meter
below 400 prs.	1.0 meter

In case the previous length ends in the middle of a carriage way / foot path it should be negotiated out of the carriage way / foot path by laying the next length early and removing the excess overlap cable and depositing to the stores under proper receipt.

Where more than one cables are laid in the same trench jointing location shall be suitable staggered. In case the cable is to be terminated in a pillar / cabinet the length of cable for such termination shall be equal to (jointing length + height of the pillar / cabinet). Sharp bends shall be avoided and bends if any have to be smooth having diameter more than five times the diameter of the cable.

After the completion of laying, sand / sieved earth, free of stones etc., shall be placed over the cable to a height of 7.5 cms. duly leveled and rammed lightly to form a bedding for warning bricks / Half round RCC pipes.

4. **PAYING AND PULLING THROUGH PIPE OR DUCT (PLD)**

The cables may be required to be paid and pulled through pipes or ducts. Damage to the cable shall be specially avoided which may occur due to even a half turn of kink.

5.0 **PROTECTION & WARNING LAYER :**

5.1 **Warning brick layer : (WBL)**

A class fully burnt red bricks of size 9" X 4" X 3" / 9" X 4" X 2" (wire cut) shall be used as a warning / protection layer. Bricks shall be used longitudinally over the cables upto 400 prs. and transversely over cables above 400 prs. or two cables of size upto 400 prs. The bricks shall be supplied by the contractor including cost of loading, unloading and placing over the cables. Approximately 4400 bricks per Kilometer shall be required for laying longitudinally and 9000 bricks per Km. shall be required for laying transversely.

For all cables laid at standard depth or depth acceptable without any relaxation warning layer of bricks shall be provided however in case of less depth for which other type of protection is recommended the specified protection shall be provided in place of brick layer. Bricks to be provided or not will be mentioned specifically in the work order.

If the contractor fails to close the trench due to non availability of bricks the department may purchase the bricks at market rate and the amount paid for purchase of bricks shall be recovered from the contractor's bill along with 10% handling & supervision charges.

Normally for all cables laid at standard depth or depth acceptable without any relaxation warning layer of bricks shall be provided however it is preferred to provide better protection (GI Pipe) to the cables wherever depth is less than the acceptable limit and relaxation is granted in accordance with the recommended protections for various type of cables. The same shall be instructed at the time of granting the relaxation.

6. ERECTION OF PILLARS

The pillars are to be erected on RCC plinths as per "BSNL specifications". The work of erecting cabinets and pillars includes :

6.1 Construction of RCC plinth for pillar (COP)

Construction of RCC plinth as per specifications shown in drawings 1 & 2 attached. While casting the plinth one copper wire 7/18 should be buried in the plinth whose lower end shall be connected to a GI plate or GI pipe to form a suitable earth electrode. The wire shall be sufficiently long (about 2 mtrs.) and shall be terminated on the CT box mounting frame in side of the cabinet / pillar. Fixing cabinet / pillar on the plinth shall be done with 10mm bolt at all the positions provided. All the cost of the materials shall be borne by the contractor.

6.2 Erection of pillar (ERT)

Erection of cabinet / pillar shall be done by fixing the cabinet / pillar boxes on the plinth and bolting firmly with the RCC plinth and terminating the earth wire on the frame in side. The department shall supply only the pillar boxes.

7. PAINTING

Painting shall be done as per the BSNL specification. The cabinet / pillar shall be cleaned thoroughly and one coat of red oxide primer shall be applied on all inside and outside surfaces. After it is dried up spray painting shall be done with gray enamel paint on all surfaces. All materials shall be supplied by the contractor.

8. SIGN WRITING

Sign writing shall be done after cleaning the surface with dry cloth with white enamel paint.

i. NUMBER, NAMES AND FIXED SIGN MARKS OF DISTRICT:

Number names and fixed sign marks shall be sign written in capital letters of height 10 cms. and width 7.5 cms. (4" X 3").

Engineer In-charge of the cable construction works to certify the receipt of the documents before issuing further work order.

End of Section – V

SECTION – VI

GENERAL TERMS & CONDITIONS OF THE TENDER

1. Eligibility for submission of tenders

- 1.1 The tenderer must have, besides fulfilling conditions stipulated hereunder, experience of minimum 25 Kms. of Trenching and associated cable construction works of similar type (in Local Telephone Exchange Systems) i.e., Cable construction works of Primary and Secondary cables (upto pillar) only. The certificate in support of the experience of such works should be obtained from the officers not below the rank of Divisional Engineer in-charge of Cable Construction Works.
- 1.2 As per BSNL New-Delhi letter No. 410-14/2000-TPS(c) dated 05.02.2001 10% of the total expected quantity of cable to be laid in a year will be reserved for fresh inexperienced contractors. The work to the inexperienced contractors shall be given in limited quantity (say 1 to 2 Kms.) at a time.
- 1.3 The Tenderer is required to submit the following documents for becoming eligible to participate in the tender.
- i) Demand Draft of requisite amount of E.M.D.
 - ii) Tender document(s) in original duly filled and signed by tenderer or his authorized representative along with seal on each page(except Section-IX, Proforma for quoting rates which should be sent in Envelope-B). All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
 - iii) The registration of firm, authenticated copy of partnership deed in case of partnership firm.
 - iv) Original Power of Attorney in case person other than the tenderer has signed the tender document.
 - v) Experience certificate as per clause 1.1 of Section VI issued by an officer not below the rank of DE of BSNL, any other PSUs which is mandatory.
 - vi) Latest Income tax clearance certificate.
 - vii) Enlistment certificate from BSNL or other department if enlisted.
 - viii) An undertaking by the bidder to the effect that he is ready to undertake cable laying work at any part of the UK Telecom District area at the approved rate of that area in the exigencies as per the order of the tender accepting authority. In case of refusal it shall be treated as breach of contract.

The tenders not fulfilling/submitting the above criteria/documents (i) to (viii) shall not be considered for evaluation and such tenders shall therefore be summarily rejected.

Please refer to section X for detailed proforma of documentation required to be submitted for eligibility stipulated above.

2. Information regarding submission of tender documents.

The tender duly sealed (by sealing wax) should be addressed to :

**Shri.Nazir Shaikh,
AGM(Planning),
Office of the General Manager Telecom, BSNL,
MBM Exchange Compound , Kajubag, Karwar – 581 301.**

so as to reach on or before **14.00 hrs. of 27.04.2009** duly superscribed on the envelope as **“TENDER FOR PRIMARY & SECONDARY CONSTRUCTION WORKS”**. The tenders will be opened on **the same day at 1500 hrs.** in the chamber of AGM(Plg), O/o. GMTD, Karwar in presence of the tenderers who may be present at the time of opening of the tenders. Only one representative per tenderer shall be allowed during the opening of tenders.

2.1 Earnest Money Deposits (EMD) and Security Deposit (SD) :-

Separate tender for each zone is to be submitted with separate EMD amount as shown in Section-III clause No. 2.1.

Earnest Money payable with the tender shall be paid by crossed demand draft drawn in favour of the “BSNL UKTD Karwar” payable at Karwar.

EMD paid against any other tender shall not be adjusted towards this tender hence a fresh EMD is required to be paid. Earnest money bears no interest and shall be refunded to all the unsuccessful tenderers after the tender is finalized.

NOTE : i) The EMD paid by any other mode shall not be accepted and the tender shall stand outright rejected.

ii) No tenderer is exempted from payment of EMD and therefore, tenders not accompanied with demand draft shall be rejected.

2.2 SECURITY DEPOSIT (SD)

On acceptance of the tender by G.M.T.D. Karwar, the EMD remitted shall automatically be converted into Cash Security Deposit. In addition contractor has to pay SD for each zone as per discretion of the tender accepting authority.

The Company reserves the right to enhance the Security Deposits as and when felt necessary.

2.2(a) INSURANCE :

The successful tenderer(s) shall arrange Insurance coverage towards the safety of the cables issued to him covering the entire period from the time the cables are issued till the same are laid and reinstatement of trenches is completed. This Insurance should cover losses due to fire hazards, lightning, explosion/implosion, impact by any rail/road, vehicle or animal and riot, strike malicious and terrorists damages. For this contractor should obtain a Insurance Policy which is termed as “FIRE POLICY C” WITH Floater extra covering the risk any where in UTTARA KANNADA TELECOM DISTRICT from a National Insurance Company for an amount equal to Rs. 5,00,000/- (Five lakhs) and pledge to the BSNL in favour of GENERAL MANAGER, UTTARA KANNADA TELECOM DISTRICT, KARWAR. This amount is to cover the cost of the quantum of cables issued at a time to the contractor for cable laying work. The successful contractors should obtain Insurance Policy and submit it to the Department along with the agreement bond, only after which the work orders will be issued to them.

2.3 VALIDITY OF THE CONTRACT

One year from the date of acceptance of the tender.

2.4 **EXTENSION OF CONTRACT**

The contract is extendable for a further period of 1 year at the same terms & conditions and rates at the discretion of the Tender accepting authority.

2.5 **DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER**

Envelope A : (Technical Bid)

The envelope shall contain all the documents stipulated in item No. 1.3 of this Section in support of the eligibility for participating in the tender. Please refer to Section X for detailed proforma of documents required to be submitted.

Envelope B : (Financial Bid)

Proforma containing the rates quoted only should be kept in this Envelope.

2.6 **PROCEDURE TO OPEN AND EVALUATE THE TENDER.**

i) OPENING AND EVALUATE OF TENDER :

- i) The tenders will be opened in the presence of the tenderers who may be present at the time of opening of the tenders. Only one representative per tender shall be allowed to be present during the opening of tender.
- ii) The documents submitted in envelope 'A' shall be examined by the Tender Opening Committee. If the tenderer is found Eligible as per eligibility criteria as stipulated in this documents, tender offer contained in envelope 'B' shall be considered for opening. If the documents submitted do not pass the eligibility criteria, the tender offer contained in Envelop 'B' of the said tenderer shall be excluded from consideration. The tenderers are, therefore, advised to see that they submit the bids only when they are surely eligible to participate in the bid and therefore, they should attach **indisputable and indubitable documents**. The documents should be exactly in the proforma prescribed in this tender document and no extraneous documents should be submitted.
- iii) Incomplete tenders shall be rejected outright and no correspondence shall be entertained in this regard.
- iv) The evaluation will be conducted by an Evaluation Committee setup by GMTD, Karwar. The committee will go through the documents offered by the tenderers in detail. The lowest bid will be decided based on the rates quoted. The committee will calculate total cost of work based on the rates quoted for 5pr & other than 5pr cable and arrive at the lowest tenderer for each Zone. The lowest tenderer for each Zone and recommends the rates for acceptance to the GMTD Karwar in respect of each Zone separately. However, GMTD Karwar reserves the right not to accept the lowest offer.
- v) No extraneous conditions or conditional offers shall be accepted. Tenders with such conditions are liable for rejection.

NOTE: Submission of tenders by the tenderer shall be taken to signify the acceptance of the stipulated terms and conditions. Any failure on the part of the tenderer to observed the prescribed procedure or any attempt to canvass for the work will prejudice the tender and make it liable for exclusion from consideration.

3.0 RIGHTS OF THE COMPANY

3.1 The GMTD Karwar reserve the right :

- i) To accept or reject any tender or all tenders and recall the tender without assigning any reason and not to accept the lowest bid.
- ii) To split up the work and award the work item wise to different tenderers.
- iii) To award the contract to any one or more than one as per requirement.
- iv) To extend the contract for a period of "1 year" on the same terms, conditions and rates.
- v) To get any work, partially or completely, execute departmentally, to meet any exigency.
- vi) To terminate the contract at any time giving "14 days" (Fourteen days) notice, without assigning any reason(s).
- vii) To terminate the contract without any notice, in the case of poor quality of work or negligence on the part of the contractor or his personnel.
- viii) To impose penalties and order recovery of the same, to cover the losses caused viz., the value of the work rejected or the cost of replacement or cost of damages sustained to the department / Govt. / Semi Govt. / Local / Private bodies individuals or other parties due to unsatisfactory execution of work, negligence or lack of proper supervision etc. The amount of the penalty shall be fixed depending on the gravity of the case, from any amount due or that may become due to the contractor including the security deposit or bill or other wise.

3.2 AWARDING WORK :

1. If one contractor is lowest for more than two Zones he will be awarded work of not more than two Zones. Approved rate of L-1 will be offered to L-2 / L-3 bidder of that section/area.
2. Inexperienced bidder will be offered one section/area and 10% work will be awarded if he is L-1 bidder and remaining work will be offered to L-2 / L-3 bidder of that section/area at L-1 rate.

3.3 Forfeiture of EMD / SD :

- i) If the contractor fails to remit the security deposit within the stipulated period the EMD shall stand forfeited.
- ii) If the contractor fails to undertake the work allotted within the stipulated period, the SD shall stand forfeited.
- iii) If the contract is abandoned by the contractor, the SD shall stand forfeited.

- iv) If the contract is terminated by the department due to poor quality of work or negligence / misbehaviour / bad act of the contractor / his personnel, the SD shall stand forfeited.

3.4 PENALTIES.

- i) In case of delay beyond the allotted time in execution of the work by the contractor, the GMTD, Karwar may order penalty of 2% of the cost of pending work for each week of delay in completion of work limited to maximum 10% cost of remaining work. GMTD also has powers to condone the delay in case the delay is attributable to administrative reasons.
- ii) Recovery of the loss and damages to cover the losses caused viz., the value of the work rejected or the cost of replacement or cost of damages sustained to the department / Govt. / Semi Govt. / Local / Private bodies individuals or other parties due to unsatisfactory execution of work, negligence or lack of proper supervision etc. The amount of the penalty shall be fixed depending on the gravity of the case, from any amount due or that may become due to the contractor including the security deposit or bill or other wise.
- iii) Penalty for poor quality of work that may be imposed depending on the gravity of the case. Decision of the GMTD KARWAR shall be final & binding on the contractor.

4 PROCEDURES AND GUIDELINES

4.1 Procedure for issue of Work Order

- i) The work order will be issued by the AGM(Pig), O/o. GMTD, Karwar based on the proposed work orders received from field SDEs/DEs route wise. The work order will contain following specific items of work to be executed by the contractor within specified time limit.
 - a) Locations of the cables to be laid
 - b) Type of the cables to be laid
 - c) Length of the cables to be laid
 - d) Date of commencement of work
 - e) Time allowed for execution of work
 - f) Date of completion of work
 - g) Date of measurement of the work (tentative date)
 - h) Details of cable joints to be made
 - i) Details of DPs to be erected
 - j) Details of Pillars to be constructed
 - k) Bricks or no bricks.

A diagram / sketch showing route, side of the road, length and size and number of cables to be laid will be attached with the work order. Inexperienced contractors are eligible for 10% of the work if they are selected as L-1 contractor as per BSNL, New Delhi letter No. 410-14/2000-TPS(C) dated 05.02.2001.

- ii) Time limit for completion of works shall be mentioned in the work orders. Approximately 500 Mtrs. trenching per day is expected to be done by the contractor(s) in normal case. The liquidated damage clause mentioned in the penalty clause will be invoked if the work is delayed beyond this date, except for

reasons absolutely beyond the control of the contractor. The reasons shall be explained by the contractor and should be acceptable to the Company. The decision of the Company shall be final and binding on the contractor.

- iii) The contractor shall arrange to mobilize the work team to the work spot. Though the drawing attached to the work order shall be in the form of line sketch, the Officer-In-Charge of the work shall mark the exact location, route of the cable construction work to be carried out and other details pertaining to the work so as to facilitate the contractor to commence the work.
- iv) The work order shall be issued for all works in a cabinet / pillar area where cabinet / pillar system exists and for the particular route from MDF or existing cable if cable pairs available to DP where cabinet / pillar system does not exist. The idea of giving work order in such a way is to ensure that accountability of the contractor for completing the entire cable construction work in a defined area of external plant can be ensured from cable laying to termination and testing of cable pairs in that limited area of the network. The cabinet / pillar area shall be split up in various segments which shall have terminations on both sides so that testing of the cables is possible for each segment. The work order shall contain separate and identifiable segments of lengths and the bills can be prepared for each segment of work order.
- v) No further work order shall be issued to the contractor if the contractor fails to carryout the work satisfactory or fails to submit the documentation as stipulated.

NO WORK SHALL COMMENCE WITHOUT ISSUE OF A VALID WORK ORDER.

4.2 PROCEDURE FOR ISSUE & RETURN OF STORES :

The stores for the works shall be issued only to the contractor or his authorized supervisor. The contractor shall submit requisition for issue of stores to the Officer In-charge of works, at least two days in advance, who shall check the items and get the required items issued well in time. The excess / recovered stores shall be returned to the stores under proper receipt.

4.3 PROCEDURE FOR RECORDING JOINT MEASUREMENTS IN THE MB

As soon as the trench is ready and cable is laid, joint measurements of depth above the cable shall be taken by the Officer I/C of works along with A/T officer nominated by the GMTD Karwar and contractor or his representative and shall be recorded in the MB along with all required details on the same day or very next day of recording measurements in the MB concerned DE of the section has to test check the measurements recorded to the extent of 10% of the total work and specifically enter his remarks in the MB with location where he has test checked the measurements. In no case recording of the measurements shall be left over for other day. The prime responsibility of correctness of measurement and type of soil recorded shall lie on the Officer In-charge of work.

4.4 PROCEDURE FOR A/T

The essence of Acceptance Testing is to ensure quality of work done and therefore, no work or item of work shall be accepted as completed without successfully passing the Acceptance Testing Procedures.

All the works mentioned in Section IV (Scope of works) items 1, A to D shall be subjected to prescribed "ACCEPTANCE TESTING PROCEDURE" by the GMTD, KARWAR.

A/T memo duly filled in along with two copies of the MB sheets shall be submitted to the AGM(PLANNING), KARWAR Telecom District immediately at appropriate stages of the work.

A/T for Hard rock and surfaced stratas are to be conducted by the DE of other jurisdiction and MB must contain a certificate of recording 100% check of Hard Rock and surfaced stratas category.

4.5 PROCEDURE TO CHECK QUALITY OF MATERIALS

The materials supplied by the contractors shall be checked by the Officer I/C of works and concerned DE(Mtce) for quality as per the specifications and if rejected the contractor shall replace the materials with proper quality of materials at his cost.

In case of dispute GMTD KARWAR may get the materials tested through recognized laboratory or institution for the purpose.

4.6 PROCEDURE TO PREPARE BILL & ITS SETTLEMENT

A time schedule for preparation and settlement of the bill is prescribed as follows;

- a) Time allowed for submission of A/T certificate to the officer In-charge of the work by A/T officer 7 days from the date of A/T.
- b) Handing over of measurement book / A/T certificate to contractor for preparation of bill by the officer In-charge of the work..... 7 days from receipt of A/T certificate.
- c) Submission of bill by the contractor after receiving the measurement book and A/T certificate 15 days.
- d) Checking of contractor bills with reference to work order issued, work executed, amount claimed in the bill, in the office of Officer In-charge(SDE) of the work & furnishing his certificates on the bill 3 days.
- e) Checking of Contractor bills with reference to work order issued, work executed, amount claimed in the bill, in the office of DE concerned 3 days.
- f) The bills on receipt will be processed in GMTD office and arrange for payment within 10 days subject to availability of funds.

The contractor shall be responsible to submit the bills prepared accurately and as per the measurement book. The contractor may use form prescribed for the purpose to prepare his bills. But the bills prepared by him in his own forms etc., may be accepted if they comply with the following conditions. In case a bill is not submitted within 30 days after completion of the work the bill shall not be paid till the reason for delayed submission is explained and express permission is obtained from the GMTD, KARWAR.

- i) The bills submitted in triplicate, duly signed by the contractor. The copies shall be marked as original, duplicate and triplicate.
- ii) Details of the quantity and nature of each item of work done as well as the approved and applicable rates are given.
- iii) The dates of commencement and completion of the work are recorded.

- iv) The contractor may submit bills segment wise but for all the activities A to D of Section-IV and associated allied activities of that segment duly completed.
- v) The contractor shall submit only one bill against one work order.
- vi) Any statutory tax recoverable if found recoverable from the bill will be recovered from the bill of contractor or adjusted in SD.
- vii) Running / final bills will be paid to the extent of 90% of value of work done and 10% shall be released after 6 months from the date of completion of contract subject to satisfactory completion of work.

5. VARIOUS REGULATIONS TO BE FOLLOWED

5.1 General

- i) The contractor shall intimate the names of persons who are working under him in any capacity or subsequently employed by him and are near relatives of any Executive of the Company. Breach of this condition would render the contract liable for termination and name of the firm liable for removal from the approved list of the contractors of the Company.
- ii) Contractor who have near relatives posted as Gazetted Officers in KARWAR Telecom District or the subordinate officers there to are not permitted to bid against this tender. No person who is related with or employed in the Company shall ever be admitted as a partner in the contractor's firm.
- iii) If the trench meant for cable laying is covered or filled in without laying the cables due to any reason and not with the instructions of the department, the contractor has to undertake the retrenching work at his cost.
- iv) All the invoices or receipts for the payment of completed work when executed by a firm must be signed by all the partners except where the contractors are described in their tender as a firm in which case the receipt of invoices may be signed by an authorized partner in the name of the firm. All the partners or Managing Partner can nominate a representative to sign the receipt or invoices by authorizing through a duly executed power of attorney.
- v) In the event of the contractor being adjudged insolvent or going voluntarily into liquidation or having / receiving order or other order under Insolvency. Act made against or in the case of company passing of any resolution or making of any order for winding up whether voluntarily or otherwise or in the event the contractor failing to comply with any of the conditions herein the contract shall be terminated without notice.

5.2 "LINES AND CABLES" UNDERGROUND SAFETY PRECAUTIONS

Scope : These instructions deal with the safety precautions to be taken by the personnel working in excavation and in close proximity of power cables.

General :

- i) **Pedestrian crossing :** Where a road or a footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents occurring excavating work should be done in such a manner that it will not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable planks as bridges over open trenches should be provided to the access to roads, lanes, gates.
- ii) **Danger from falling material :** Care should be taken to see that apparatus, tools or other excavating implements are not left in a dangerous or insecure position as to fall or be knocked into the trench thereby injuring any worker who may be working inside the trench.
- iii) **Care when working in excavation :** Jumping into a pit is dangerous. If the trench is deep, workers should be encouraged to lower themselves into the trench carefully. The workers should be asked to work at safe distance to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire, sharp objects etc. These should be removed carefully. If covered obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position so as to cause an accident or obstruction to a roadway or water way. If possible the excavated material should be put between the workers and the traffic without in croaching too much on the road.
- iv) **Danger of cave-in :** When working in a deep trench in loose soil timbering up the sides will prevent soil subsidence. The excavated material should be kept far enough from the edge of the trench or Pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunneled opening it should be ensured that the soil is compact enough to prevent cave-in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of building or ruined walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.
- v) **Protection of excavation :** Excavation in populated areas which are not likely to be filled up on the same day should be protected by barriers or some effective means of preventing accidents and the location of all such opening must in any event be indicated by red warning flags or other suitable warning signs. During the hours from dusk to dawn, an adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risks and responsibility is involved. Notwithstanding adoption of the above mentioned precaution works involving excavations should be so arranged as to keep the extent of opened ground and the time it is open to a minimum.
- vi) **Excavating close to electric cables :** The SDE/JTOs/OIC, Contractor's Supervisors, and workers should be instructed in advance regarding the safety precautions to be followed in such cases. The officers In-charge should get full information from electricity undertaking regarding any electric cables which are known or suspected to exist near the proposed excavations and until this is done excavations should not proceed in the sections concerned. The electricity undertaking should be asked to send a representative and the work should be proceeded with close consultation with him.

- vii) **Hand tools** : Hand tools with dry wooden handles only shall be used until the electric cables have been completely exposed. Power cables not laid in conduits are usually not protected on the sides. It is safer, therefore always to drive the point of the pickaxe downwards than uncovering a cable so that there is less chance of missing such warning slabs. Handles of tools, clothing etc., should be dry to prevent electric shock. The worker should be permitted to work alone where there are electric cables involved. At least one other person should be working nearby so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section, it will be good. No electric cables should be moved or altered without the consent of the electricity authority and they should be contacted to do the needful. If an electric cable is damaged slightly, it should be reported to the electricity authority and any warning bricks disturbed during excavation, should be replaced while back-filling the pit. Before driving a spike in the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables is not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous unless power shut down is arranged and known to be switched off. All power voltages are generally dangerous, even low voltage proving fatal in several cases.
- viii) **Reporting accidental damage** : Accidental damage to any property whether private / departmental should be reported immediately to the owner of such services / property as well as to the Officer I/C of works.
- ix) **Caution boards** : With the start of digging, caution boards should be provided at either end of the trench to caution the traffic. If the pit remains open during the night, red lamp or luminous caution boards on either side should be provided.

5.3 **GENERAL CONDITIONS FOR WORK AND LABOUR**

The normal working hours shall be 8 AM to 6 PM (0800 hrs. to 1800 hrs.) on all working days. But it may be necessary for the contractor to work longer hours for carrying out work at night in busy thoroughfares, of which due advance verbal notice will be given and recorded in the log book kept at sites. Work on Sundays and Public Holidays shall also be carried out when necessary. No additional payment will be made on this account. The contractor shall pay his labourers not less than the wages as prescribed in the Minimum Wages Act.

In every case, in which by virtue of the provisions of section 12, sub-section (1) of the Workman's Compensation Act 1923, Government is obliged to pay compensation(s) the amount of compensation so paid, and without prejudice to the right of Government under section 12, sub-section(s) of the said Act. Government 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 Government to Contractor(s) , whether under this contract or otherwise Government shall not be bound to contest any claim against it under section 12, sub-section (1) of the said Act except on the written request of the contractor(s) and upon his/her/their giving to Government might become liable in consequence of contesting such claim.

The contractor shall at his own responsibility arrange to obtain necessary license required under “contract labour (Regulation and abolition) Act, 1970” and abides by the provisions of the said Act. The contractor shall at all times hold the Government harmless and indemnified against all claims, cost charges and expenses for which Government may be liable or may incur or pay on account of the negligence or misconduct of the contractor or his servants or any of them of any person under his control, whether in respect of injury to the person or damage to the property of any member of the public or any other concern on account of or otherwise and against all claims and demands in respect thereof. If damage is caused to persons or assets or private parties or other such electric gas or water supply authorities etc., during the course of the work, the damage shall be made good by the contractor or by the persons or party at the cost of the contractor, as demanded.

The contractor will also be responsible to comply with all laws including those relating to the labour etc., in force at the time. A log book will be kept at the work site, all observations and instructions will be recorded in the register. The contractor is required to note contents, which will be verbally explained to the representative of the contractor at the work site. The contractor will however, be responsible to note all such remarks, instructions, etc., and take necessary actions and remedy defect and/or comply with instructions, however not noting in the log book cannot be considered as sufficient ground for non-compliance of instructions.

5.4 RESPONSIBILITY OF TOOLS AND OTHER AMENITIES TO LABOURERS :

The contractor shall provide all tools, tackle, danger flags and other requirements for efficient and speedy progress of the work. For safety purpose it is recommended to use pick axe below one foot of the surface of the soil so that damages to existing cables can be avoided. It shall be the responsibility of contractor(s) to provide tents, lights and water for their labourers in the areas where tents will be pitched for work. The contractors shall be responsible for the movement of their crew from one place to another place.

5.5 ARRANGEMENT OF ELECTRIC POWER AT SITE.

The contractor shall be responsible to arrange electric power required to operate various instruments and appliances to carry out the work at his own cost. The contractor may use portable genset at site to expedite the work.

5.6 SUPERVISION

The contractor shall engage adequate and suitable labourers and experienced supervisors to ensure that all the instructions are properly followed and promptly carried out. The work is to be carried out with due diligence and in a professional manner. The work shall, through out the stipulated period of the contract, be proceeded with all due diligence. The contractor may be required to pay as agreed liquidated damages by way of penalty 2% of the cost of pending work per week limited to maximum of 10%.

The contractor shall organize his labour and supervisors in such a manner that trenching, cable laying, protection, flooding, back filling etc., are carried out without interruption on each day. No cable trenches shall be left open normally after the close of day's work. If a open trench is left the contractor shall be responsible for the provision of guarding and red warning lights along the trenches to avoid accidents. The contractor shall have capacity to undertake works at two or more locations simultaneously by engaging adequate number of workers for speedy execution of work.

- a. **Authorized supervisors** : The contractor shall submit a list of authorized supervisors who shall be coordinating with the department on behalf of the contractor for issue of materials etc.
- b. **Identity cards to supervisors** : The contractor shall issue "Identity Cards" in prescribed format to all his supervisors and submit it along with two passport size photographs to the pasted on Identification slips in the prescribed format (to be issued by the AGM(Plg) on finalization of the contract) for his countersignature.

5.7 DISPUTE(S) RESOLUTION MECHANISM:

In the event of any question, dispute or differences arising under this agreement or in connection there with (except as to matters decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitration. The arbitrator will be nominated by the BSNL. There will be no objection to any such appointment that the arbitrator is a Government Servant. If, however, the arbitrator is a Government Servant, he will not be one who had an opportunity to deal with the matter to which the agreement relates of that in the course of his duties as Government Servant, he has expressed view, on all/any of the matters in dispute or in differences. The award of the arbitrator shall be final and binding on the parties. It is a term of the agreement that in the event of such arbitrator whom the matter is originally referred to being transferred or vacating his office, dying, resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the BSNL shall appoint another person to act as arbitrator in place of outgoing arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left out by the predecessor.

The arbitrator may, from time to time, with the consent of all the parties enlarge the time for making (and publishing) the awards. Subject to the aforesaid provisions, the Arbitration Act 1940 and the Rules made there under any modification thereof for the time being in force shall deem to apply for the arbitration proceedings under this clause.

5.8 CONTRACTOR'S PERFORMANCE RATINGS (CPR)

The performance rating of contractor(s) for works awarded under this contract shall be worked out based on

- i) Adeptness & Capability to conform to the specifications of the job.
- ii) Quality of work done.
- iii) Timeliness of completion of works.
- iv) Conduct via-a-vis VARIOUS laws, acts in vogue and provisions of this contract.

The CPR derived as above will be used for deciding quantum of work to be entrusted to the contractor.

End of Section – VI

SECTION- VII

FORM OF UNDERTAKING

I / Weagree to the following

01. The trenches shall be filled up and rammed and excess earth removed so as to leave the road in the normal condition. After the work is over, metal or tarred surface will be arranged by the BSNL with the concerned road authority. The charges for reinstatement claimed by the local authorities will be borne by the BSNL.
02. Transportation of cable drums and other materials, stores, from stores dump to work place and vice versa, provision or watchman for watching the trenches during night, provision of suitable barricade by the side of trenches opened during the day, if necessary and provision of danger lights, signals etc., wherever required will be done by me/us at our cost as per terms and conditions of the tender.
03. I / We agree to indemnify the BSNL against any loss damage or risk caused during the work for which necessary precautions will be taken by me/us.
04. Arrangement for the diversion of traffic will be done by me/us.
05. I/We will be responsible for any claim arising out of accidents or due to my/our failure of the above precautions.
06. I/We will handle and lay the cables carefully according to the instructions of the Officer In-charge of the work and agree to make good the loss or damage to cables and the BSNL property or to the properties of other parties as assessed by the GMTD KARWAR.
07. All cables and other materials like RCC/GI pipes etc., will be supplied to me/us by the BSNL depot/stores. I/We understand that I/We are responsible for the safe custody of materials issued to me/us for carrying out the work and undertake to make good any loss or damage to the BSNL. I/We agree to take the stores from the depot/stores of the BSNL to the work site, procure necessary tools, accessories and labour by my own arrangement at my cost.
08. I/We agree to abide by the labour regulations in force and I/We am/are responsible for the prompt payment of the wages to them as per Minimum Wages Act.
09. I/We agree to return at my/our cost the surplus BSNL material to the place directed by the Officer In-Charge of the work under proper receipt.
10. I/We have made myself/ourselves familiar with the areas where the work is to be carried out before submitting this tender and entering into this contract.
11. I/We agree to carryout the work under the supervision of Officer In-charge and according to the directions of the Officer In-Charge whose decision is final and binding on me/us.
12. I/We will be responsible for completing and shall pay any compensation as per the workmen compensation Act, 1923 for injuries or disability or death caused to in the process of executing of the work.

13. I/We accept that the approved rates once accepted by me/us shall be valid for one year with rights of the GMTD Karwar to extend for a further period of 1 year on the same terms, conditions and rates. I/We shall execute the agreement in the prescribed format, with the GMTD in the event of work awarded to me/us within specified time.
14. I / We have read the tender document carefully and undertake to abide by all terms and conditions enunciated therein.

Signature :

[capacity in which as signed]

Name :

Seal of the firm should be affixed

Name & address of the firm

End of Section – VII

SECTION – VIII**SCHEDULE OF RATES****(PRIMARY AND SECONDARY CABLE CONSTRUCTION WORK)****NO CLASSIFICATION OF SOIL****RATE PER RUNNING METER****I) 5pr Cable**

Digging trenches 0.6 Meter deep and 30 cm. wide at bottom and reinstating the trenches after putting fine mud per meter. (All kinds of soils, metal roads, ordinary rock, asphalt/concrete surface)

Rates to be quoted**II) Other than 5pr Cable**

Digging trenches 0.9 Meter deep and 30 cm. wide at bottom and reinstating the trenches after putting fine mud per meter. (All kinds of soils, metal roads, ordinary rock, asphalt/concrete surface)

Rates to be quoted**IIa)** Laying and paying of 5pr Cable per Meter.**Fixed Rate****Rs.1.50/-****III)** Laying and paying the cable above 5pr and below 200prs per meter**Fixed Rate****Rs. 3/-****IV)** Laying and paying the cable above 200prs. per meter.**Fixed Rate****Rs. 4/-****V)** Laying of burnt bricks size 9" X 4" X 3" / 9" X 4" X 2" (wire cut) including cost of the bricks per meter. (including transportation and sales tax etc.)**Fixed Rate****Rs. 15/-****VI)** Digging and laying RCC pipes at road crossa) Road crossing by 100mm RCC pipe **Fixed Rate****Rs. 22/-**b) Road crossing by 150mm RCC pipe **Fixed Rate****Rs. 23/-**

c)	Road crossing by 225mm RCC pipe	Fixed Rate	Rs. 25/-
d)	Road crossing by 300mm RCC pipe Per Meter	Fixed Rate	Rs. 30/-
VII)	Laying and fixing GI pipes on bridges with clamps Rate per Meter.	Fixed Rate	Rs. 15/-
VIII)	Laying and concreting GI pipes on bridges and Culverts per meter.	Fixed Rate	Rs. 30/-
IX)	Construction of plinth for all type of pillar shell Erection of all type of pillar shell, painting and Sign writing (Rate to be quoted for each shell)	Fixed Rate	Rs. 2,300/-
X)	<u>Jointing of Cable pairs</u>		
1)	Straight & branch joints		
1.1	Upto 50prs	Rs. 135/- per joint	Fixed Rate
1.2	100prs	Rs. 200/- per joint	“
1.3	200prs	Rs. 300/ per joint	“
1.4	400prs	Rs. 400/- per joint	“
1.5	above 400prs	Rs. 400+Re.1per pr.	“
2)	Teeing work(Testing & removal of Tee)		
2.1	Teeing work	Rs. 3.6 per pair	“
2.2	Release of Tee	Rs. 3.6 per pair	“
3.	<u>DP Erection</u>		
3.1	External DPs		
a)	10prs	Rs. 150 per DP	“
b)	20prs	Rs. 180 per DP	“
3.2	Internal DPs		
a)	5/10 prs	Rs. 120 per DP	“
b)	20/50 prs	Rs. 150 per DP	“
c)	without GI pipe with DP	Rs. 100 per DP	“
d)	without GI pipe without DP, direct to LJU	Rs. 60 per DP	“

SECTION - IX

PROFORMA FOR QUOTING RATES

From :
.....

To :
The General Manager Telecom,
BSNL, UKTD, Karwar – 581 306.

Dear Sir,

1. I / We submit the sealed tender for cable construction works in response to :
N-3/Cable/Tend/2009-10/III/1 dated @ Karwar, the 01.04.2009.
2. I / We understand that the rates of various empty drums for disposal are fixed and I/We hereby accept the same and understand that no percentages (above or below) are applicable on these rates.
3. I / We have read the tender document carefully and understood the instruction given in tender documents along with the terms and conditions of the contract as stipulated in the tender document, its appendices, and annexures and agree to abide by them.
4. I / We offer to work at the rates as quoted below.

TENDER NO

NAME OF ZONE :-

I) 5pr Cable

Per Running Meter

Digging trenches 0.6 Meter deep and 30 cm. wide at bottom and reinstating the trenches after putting fine mud per meter. (All kinds of soils, metal roads, ordinary rock, asphalt/concrete surface)

Rates to be quoted

II) Other than 5pr Cable

Digging trenches 0.9 Meter deep and 30 cm. wide at bottom and reinstating the trenches after putting fine mud per meter. (All kinds of soils, metal roads, ordinary rock, asphalt/concrete surface)

Rates to be quoted

NOTE :

1. Please quote your rates in the empty box provided for trenching work.
2. If more than one box is used i.e., more than one rate is offered, tender will be outrightly rejected.
3. I/We am/are not attaching any extraneous conditions from my / our side.
4. Submission of tenders by the tenderer shall be taken to signify the acceptance of the stipulated terms and conditions. Any failure on the part of the tenderer to observe the prescribed procedure or any attempt to canvass for the work will prejudice the tender and make it liable for exclusion from consideration.
5. I/We do hereby declare that the entries made in the tender and appendices attached there in are true and also that I/We shall be bound by the act of my/our duly constituted attorney.

Shri..... whose signature is appended here to in the space specified for the purpose and of any other person who in future may be appointed by me/us instead to carry on the business of the concern, whether any intimation of such change is given to the Karwar Telecom District or not.

Yours faithfully,

Name Signature

Name of the Firm : (Capacity in which as signed)

& address of the Firm

Seal of the firm should be affixed

Name and address of attorney Name

(if applicable)

Address :

Witness :

Name	Address	Signature	Date
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1.

2.

ANNEXURE – I

SECTION – X

LIST AND PROFORMA OF DOCUMENTS TO BE SUBMITTED

The envelope duly sealed with sealing wax containing two separate envelopes viz., Envelope `A' and Envelope `B' which should also be separately sealed with sealing wax and superscribed as Envelope-A and Envelope-B.

Following documents should be submitted in envelope as under.

Envelope : A (Technical Bid)

- i) Demand Draft of requisite amount of E.M.D.
- ii) Tender document(s) in original duly filled and signed by tenderer or his authorized representative along with seal on each page(except Section-IX, Proforma for quoting rates which should be sent in Envelope-B). All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- iii) The registration of firm, authenticated copy of partnership deed in case of partnership firm.
- iv) Original Power of Attorney in case person other than the tenderer has signed the tender document.
- v) Experience certificate as per clause 1.1 of Section VI issued by an officer not below the rank of DE of BSNL, any other PSUs which is mandatory.
- vi) Latest Income tax clearance certificate / copy of PAN.
- vii) TIN No. for having registered VAT.
- viii) Enlistment certificate from BSNL or other department if enlisted.
- ix) An undertaking by the bidder to the effect that he is ready to undertake cable laying work at any part of the UK Telecom District area at the approved rate of that area in the exigencies as per the order of the tender accepting authority. In case of refusal it shall be treated as breach of contract.

Envelope : B (Financial Bid)

This envelope will contain only one document viz., Section-IX, Proforma for Quoting Rates (2 pages)

ANNEXURE – 2

DECLARATION

(To be executed on Rs. 50.00 Stamp paper by the tenderer and attested by public notary)

I / We declare :-

1. That I or any of my partner is neither working in any capacity in Karwar Telecom District or any where in the BSNL dismissed from service of BSNL.
2. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the GMTD Karwar immediately.
3. (i) That I / We shall intimate the names of persons working in BSNL, related to our employees who are working with me in any capacity or are subsequently employed by me / us.

(ii) That none of my employees is a removed / dismissed employee of either any unit of BSNL.
4. That I am aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my Earnest Money Deposit / Security deposit held by Karwar Telecom District.

Place

Sign

Date

Name of the tenderer

Capacity in which he is signing

Note :

- a. If at any time, it is found that the information given in the above appendix is incorrect / incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal actions shall be initiated without any prejudice i.e., to the rights of the BSNL to debar the firm from entering into future contracts.
- b. The term “relatives” means wife / husband / parents and grand parents / children / grand and children / brothers / sister / uncles / aunts / cousins and their corresponding in – laws.

ANNEXURE – 3

PRE – RECEIPT

(pre stamped receipt for refund of EMD)

Received from Sr. Accounts Officer(Cash), O/o. General Manager, UKTD, Karwar A sum
of Rs.....(Rupees
.....)
only towards the refund of EMD paid against cable tender.

Rs.1 Rvn. Stamp

Signature of Tenderer with seal

Date :

Place: