



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

**BID DOCUMENT**

**NOTICE INVITING TENDER, TERMS AND CONDITIONS**

For

**TRENCHING AND LAYING OF OFC CABLES**

Tender Copy No.

Issued to:

M/s .....  
.....  
.....  
.....

DD No. & Date.....

Bank:

Initial

With date

**O/o THE GENERAL MANAGER TELECOM,  
TELEPHONE EXCHANGE COMPOUND  
NEAR RAILWAY STATION, KOLAR TELECOM DISTRICT,  
KOLAR – 563 101**



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
O/o THE GENERAL MANAGER TELECOM  
KOLAR -563 101

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**BHARAT SANCHAR NIGAM LIMITED  
KOLAR TELECOM DISTRICT  
KOLAR- 563 101**

**No.S-25/OFC/2009-10/1 DATED AT KOLAR THE 27 -04-2009**

**NOTICE INVITING LIMITED TENDER**

Sealed tenders are invited on behalf of BSNL by the General Manager Telecom, Kolar Telecom District from contractors who are interested in laying Optical Fiber Cable, in Kolar SSA. Tender Documents can be had from this office on payment of Rs.563/-(Rupees Five Hundred and sixty three only) payable at the cash counter of A.O (Cash), BSNL, Kolar, on submission of written request addressed to Sri. S.Shiva Kumar, Divisional Engineer (Plg), O/o General Manager Telecom, BSNL, Telephone Exchange Compound, Kolar-563101. Alternatively the prospective bidders can also download the tender document from the website (Web address: [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in) under tender menu).

Approximate length of cable to be laid	Issue of Tender documents	EMD	Security Deposit	Receipt of Tender Form	Opening of Tender
20 Kms (Approx.)	From 28 -04-2009 To 18-05-2009 up to 16:00 hours	Rs.45,000-00	Rs.1.35 Lakhs	Up to 13:00 hours of 19-05-2009	16:00 hours of 19-05-2009

**Divisional Engineer (PLG)  
O/o General Manager Telecom  
Kolar- 563 101**

# **BHARAT SANCHAR NIGAM LIMITED**

Office of the General Manager Telecom, Kolar– 563 101

No. S -25/OFC/2009-10/1 dated at Kolar the 27 -04-2009

## ***Part I***

### **TENDER NOTIFICATION**

Sealed tenders are invited by The Divisional Engineer (Plg), O/o General Manager Telecom, Kolar –563 101, for and on behalf of the BSNL, from contractors for the work of excavation of Trenches, Laying of Optical Fiber Cable, and Reinstatement of the Trenches, erecting pillar in KOLAR falling under the Jurisdiction of Kolar Telecom District, which is restricted to Kolar and Chickbaalapur Revenue District.

No classification of soil is prescribed. The prospective bidders are advised to make a detailed survey of the area for which they are bidding and familiarize themselves with the soil and terrain so that the rates quoted take all factors in to consideration. It may be noted that the differential rates based on soil classification is not allowed. The work involves excavation of trench in various soil conditions like soft soil, hard, morram, soft rock and hard rock, cement surface, tarred surface etc., but in the entire contract there will be only one average rate for Trenching and reinstating per running meter.

The approximate length of Optical Fiber Cable expected to be laid during 2009-2010 under this tender is approximately **20 KMs**.

#### **Sale of Tender Document:**

The tender schedule consisting of conditions of contract, the specification of the work to be done and the prescribed proforma can be had from this office on payment of Rs.563/- (Five hundred and sixty three only) payable at the cash counter of Accounts Officer (Cash), BSNL, Kolar between 10:00hrs to 16.00 hrs on all the working days on submission of written application.

5. **Experience:**

Open to all contractors who are interested in trenching and laying of Optical Fiber Cable.

6. **Earnest Money Deposit (EMD) :**

The tender shall accompany **Rs.45,000/- ( Rupees Forty five Thousand only )** towards EMD, in the form of crossed demand draft for the above sum drawn in favour of Accounts officer (Cash), BSNL, Kolar payable at Kolar . The EMD will not carry any interest. The tenders received without DD, will be rejected.

7. The EMD of the unsuccessful Tenderers will be refunded after finalization of the Tender.

8. The EMD of the successful tenderer will be adjusted towards security deposit.

9. Successful Tenderer should produce the licence certificate issued by the Assistant Labour Commissioner (Central), Bangalore by paying requisite license fee and deposit.

**Signature of the Tenderer with Seal**

**10. Submission of Tender :**

The tender should be submitted to Sri.S.Shiva Kumar, Divisional Engineer (Plg), O/o G. M. Telecom, Kolar– 563 101, in sealed envelope, with the superscription “**Tender for Optical Fiber CABLE LAYING WORK**”. The tenders should reach this office on or before **13:00 hours of 19-05-2009**. Tender will be opened on **19-05-2009 at 16.00 hours**, in the presence of such of those tenderers who may wish to be present. One individual person only allowed to participate in tender opening process. The Tenders will be opened by Sri.S.Shiva Kumar Divisional Engineer (Plg), O/o G.M.T, Kolar or by any other officer authorized to do so. The completed Tender forms can also be sent by “**Registered post acks due**” by name to Sri.S.Shiva Kumar D. E. (Plg) O/o G.M.T, BSNL Kolar, so as to reach before **14:30hrs** of Date of tender opening. Tenders received after the date and time will not be opened or considered. BSNL will not undertake any responsibility for delay in transit by the postal / courier authorities.

10.1 The tender document consists of following parts as detailed below.

- |               |                         |
|---------------|-------------------------|
| 1. Part One   | Tender Notice           |
| 2. Part Two   | Tender Schedule         |
| 3. Part Three | Terms and Conditions    |
| 4. Part Four  | Technical Specification |
| 5. Part Five  | Agreement Format        |

**The tenderers are required to sign all the sheets in Part II, Part III and Part IV** and detach Part One and Part Five at the time of submission of Tender.

11. The Tender proforma should be filled up in respect of all items mentioned therein. Incomplete tender will be liable for rejection.

12. The successful tenderer should execute an agreement in the prescribe Proforma typed on Rs.50/- (Rs.Fifty only) stamp paper without altering the terms and conditions of the tender. The bid is liable to be rejected if the tender clauses are found to be added or altered by the tenderer.

13. This work of laying optical fiber cable is an on going work and will be current for a period of one year from the date of acceptance. The validity of the approved price shall be extendable for a year after completion normal tender period by mutual consent of tenderer and the General Manager Kolar TD if the work is not completed. The work orders will be issued by this office or any officers of this district as and when the work arises at specified places.

14. a) If the successful Tenderer fails to commence / suspends execution of work or fails to complete the cable laying work within the specified periods, his tender will automatically lapse and the Security Deposit will be forfeited to the BSNL.

b) If the Contractor had been given a notice in writing to rectify/ replace any defective works, and contractor fails to comply to the same within 7days from the receipt of notice his tender will automatically lapse. Prior permission of the competent authority is to be obtained for any deviation in execution of work or specifications.

15. The BSNL reserves the right to terminate the period of the tender without assigning any reasons.

16. The cables / pipes required for the work will be supplied by the BSNL. The tenderer himself will have to arrange for transportation of items from the Subdivision stores or Taluk stores to work spot at his own cost.

17. The successful tenderers who are tendering for the first time in this area should also produce a solvency certificate for not less than Rs. 50,000/- (Fifty Thousand only) from an officer not lower in rank, than Revenue Tahasildar.

**Signature of the Tenderer with Seal**

18. The contractors who have near relatives posted in Karnataka Telecom Circle/Kolar Telecom District or in the Subordinate offices are not permitted to tender against notice inviting tenders. No one connected with or in the employment of Telecom Department/BSNL shall ever be admitted as a partner. A certificate in the proforma is required to be given.

19. Excavation of trench includes cutting of tree roots, removal of other obstructions like boulders, removal of branches, wetting the trench with water etc., for which no additional payment will be made.

**20. Laying of Optical Fiber cable.**

Laying of cables should be as directed by the representative of the G.M.T, Kolar. Loading, unloading, positioning, unrolling of drums with utmost care and transportation of cable drums from storing place and returning of surplus stores after completion of cable laying works, should be at the cost of the contractor.

21. 1) Joint tenders will be rejected

2) Conditional tenders will not be entertained.

22. The contract should not be assigned or sublet to another person. The contractor should not use the services of the departmental staff for execution of the work, either directly or indirectly. However the work should be carried out under the direction of Sub-Divisional Engineer or Officer responsible for the exchanges concerned as authorized by the General Manager.

23. The contractor should take all precautionary measures at the strategic locations and arrange to provide warning signals as directed by the representatives of the G M Telecom, Kolar. During the performance of the works, the contractor shall at his own cost and initiative fully comply with all applicable laws of land, Bylaws, Rules, Regulations, orders and /or provisions of the govt. agency, department or bodies to provide certificate of compliance there with as may be required. The contractor shall assume full responsibility for the payment of all contributions to its employees, servants engaged in the performance of the work.

24. Tenders which are not submitted in the prescribed form shall be rejected.

25. The Contractor has to pay all statutory duties / levies / taxes etc., and other materials and supply to the work spot and not hold the BSNL responsible for the same.

**26. The General Manager Telecom, Kolar has the right to reject any or all the tenders without assigning any reason.**

**27. Any clarification should be sought before 7 days of Opening of tender.**

Divisional Engineer (PLG)  
O/o G.M.T. Kolar- 563 101

**Signature of the Tenderer with Seal**

***Part II***  
**: Tender Schedule**

Cost Rs.  
Receipt No.  
Date :

From,

- - - - -  
- - - - -  
- - - - -

Sir

I have gone through the various terms and conditions mentioned in your tender Notification No.S-25/OFC/2009-10/1 dtd 27-04-2009 for digging trenches, laying Optical Fiber Cable and reinstating trenches and I shall abide by all conditions mentioned there in.

I have enclosed a cash receipt/Demand Draft No ..... dtd ..... From.....Bank For Rs ( Only) towards EMD. I have quoted the rate in the proforma enclosed herewith.

I, the undersigned agree that the rates quoted by me will be valid upto one year from the date of acceptance of the tender and for such period as may be agreed upon between the department and the undersigned beyond that period. And also I agree to the following:

1. The trenches opened will be filled up and will be rammed and rolled so that when the final reinstatement is over, the excavated earth should not sink or left in the form of hump or a low laying area. It should be in the same level as the earth surface in the vicinity.
2. All incidental works such as transport of cable drums and other materials, stores from nearest Sub Division store to work spot and vice versa, provision of watchmen for security of Cable, watching the trenches during the night, provision of suitable barricade by the side of trenches opened during the day if necessary and provision of danger lights, signals, caution boards etc., wherever required will be done by me at my cost.
3. The work of laying pipes at road crossings, pulling of cables through pipes, joining of pipes by cementing in case of stone ware pipes and by other work involved due to mounds and depressions of steep nature will be done at my cost taking in to consideration the horizontal length over which such special work is carried out.
4. I agree to indemnify the department against any loss damage or risk caused during the work for which necessary precautions will be taken by me.
5. Arrangements for diversion of traffic will be done by me.
6. I will be responsible for any claim arising out of accidents or due to any failure of the precautions.
7. I will handle and lay the cables carefully according to the instructions of the officer in charge of the work and agree to make good any loss or damages to cables and departmental property or to the properties of other parties.

**Signature of the Tenderer with Seal**

8. All cables and other materials like GI pipes etc. will be supplied to me / us by the BSNL at Sub Division Stores. I agree to take them to work site, procure necessary tools, accessories and Labour by my own arrangement and at my cost.
9. I agree to abide by the labour regulations in force and I am responsible for the prompt payment of the wages to labourers.
10. I agree to return at my cost the surplus BSNL materials to the store.
11. I agree to carry out the work under BSNL supervision according to directions of the officer in charge whose decision is final and binding on me.
12. I will be responsible for completing the work and shall pay any compensation to the workmen payable under the workmen compensation Act 1923, for injuries or disability or death caused to them in the process of execution of the work.
13. I accept that the accepted rates will be valid upto one year from the date of final acceptance .
14. I agree that the work of laying cables shall be completed within the specified time, mentioned in the work order failing which I am liable to the penalty of Rs.100 per day of delay reckoned from the date fixed for completion of the work in the work order for the first week of delay and Rs.200/- per day thereafter.
15. I agree that the work of laying cables shall be commenced within seven days of the receipt of the work order.
16. I also understand and agree that if the department desires, and feels necessary any other contractors can be deployed to work in any of the sections in Kolar Telecom District.

Station:

Date:

Witness: Name & Address

1.

2.

Yours faithfully,

Signature

Name & Address  
of the Tenderer

Encl: As above.



## Annexure I to PART II

Sl no	Description	Rates exclusive of Service Tax	
		In Figures.	In Words
1	<b>(a)Excavating trenches on all type of soil upto a depth of 165 cmc including back filling compacting after laying PLB HDPE Pipe and removing excess earth from the site for OF cable per meter</b>	Rs.	Rupees.....
2	Laying of HDPE pipes/ Coils, coupled with HDPE sockets and drawing 6 mm PP rope.	Rs.	Rupees.....
3	<b>Pulling OF cable from drum per meter</b>	Rs.	Rupees.....
4	<b>Blowing OF cable into PLB HDPE pipe per meter</b>	Rs.	Rupees.....
5	<b>Putting 1:2:4 Concrete layer over the pipe on bridge/culvert and lower depth per cubic feet.</b>	Rs.	Rupees.....

The Department will supply HDPE pipes in size of 5 meters or HDPE Sockets, PP rope, End caps.

Road/ Rail crossing through horizontal boring method and inserting 65/40 dia G.I. pipes and pushing HDPE Pipes/ coils inside and drawing 6mm PP rope. Per meter

**Rs.                      Rupees.....**

The Department will supply G.I. pipes in lengths of approx. 6 M, HDPE pipes/Coils and PP rope.

Laying and fixing of 65 mm/40mm G.I Pipes in trenches with HDPE Pipes/Coils inside and drawing PP rope. Per meter

**Rs.                      Rupees.....**

The Department will supply GI pipes in lengths of approx. 6 M, HDPE pipes/Coils and PP rope.

Laying and fixing of 65 mm/40mm GI Pipes/G.I. Troughs on Bridges and Culverts with HDPE Pipes/Coils inside and drawing PP rope. Per meter

**Rs.                      Rupees.....**

The Department will supply G.I Troughs G.I. pipes in lengths of approx. 6 M,clamps. HDPE pipes/Coils and PP rope.

Laying full round RCC Pipes in trenches with HDPE pipes/ coils inside and drawing PP rope. Per meter

**Rs.                      Rupees.....**

The Department will supply full round RCC Pipes in lengths of 2M with collars, HDPE pipe/ Coil , PP ropes, Materials required for sealing the couplings of RCC pipes will be arranged by the contractor.

**Signature of the Tenderer with Seal**

- 10 Providing RCC protection at Site to HDPE or G.I. pipes reinforced by weld Mesh & Drawing of PP rope. Per meter **Rs. Rupees.....**

HDPE pipes/G.I. pipes, Weld Mesh & pp rope will be supplied by the department. The materials required for concreting including water for curing required for the work shall be arranged by the contractor.

- 11 Opening of Manholes, replacing 6 mm PP Rope by 8mm PP rope, Pulling of O.F. Cable, Sealing of HDPE pipes by Rubber Bushes in Manholes, providing HDPE/RCC Split pipes in manhole/ Back filling of Manholes. Per meter **Rs. Rupees.....**

The Department will supply O.F. Cable, 8mm PP rope, Rubber Bush, Split RCC/HDPE pipes, Clamps. All other materials required for the work shall be arranged by the contractor.

- 12 Splicing of all the fibres of OF cable laid at every joint and making terminations at the ends. Per meter Per joint/ termination **Rs. Rupees.....**

The Department will supply joint kit only. All other materials required for the work shall be arranged by the contractor.

- 13 Digging of pit for jointing chamber, construction of brick chamber, filling of brick Chamber with clean sand, supply and placing of Pre-cast RCC Slabs on brick chamber, and back filling of jointing pit. Per joint/ termination **Rs. Rupees.....**

All materials required for the work shall be arranged by the contractor.

- 14 Digging of pit for jointing chamber, Fixing of Pre-cast RCC chamber, filling of RCC chamber with clean sand, placing of pre-cast RCC slabs on RCC chamber, and backfilling of jointing pit. Per joint/ termination **Rs. Rupees.....**

The Department will supply Pre-cast RCC Chamber with cover.

- 15 Digging of pit 1 mter towards jungle side on each manhole/joint chamber for fixing of route/joint indicator, fixing and concreting of routes/joint indicator. Painting and sign writing of route/joint indicators. Per Indicator **Rs. Rupees.....**

**Signature of the Tenderer with Seal**

The Department will supply route/joint indicators only. All other materials required for the work shall be arranged by the contractor.

16	Documentation (6 copies of documents for each route/ section one set) Per set	Rs.	Rupees.....
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All materials required for the work shall be arranged by the contractor.

Note: 1. The rates should be quoted both in words and figures. Any corrections should be Initialed and attested.

**2. Rate quoted should be inclusive of all Taxes (but exclusive of Service Tax) and statutory levies as applicable from time Time to Time.**

Signature of Tenderer

PAN No.....

Name & Address & Phone No. of the Tenderer

**BHARAT SANCHAR NIGAM LIMITED**  
**O/o THE GENERAL MANAGER TELECOM KOLAR-563 101**

***Part III***

**SUB:-** Tender for Optical Fiber Cable laying works in Kolar Telecom District

\* \* \*

**TERMS AND CONDITIONS :-**

1. The approximate length of Optical Fibercable expected to be laid during the year 2009-2010 is approximately **20 KMs**. However, there is no binding on the quantity of work specified. It may fall short or exceed the target.
2. The Tenderer who quotes the lowest rates against the list of works detailed in the Annexure – I enclosed here with, will be considered for approval subject to *satisfying other conditions* and will be termed as “contractor for digging trenches, laying underground cables, supply and laying of well burnt bricks and reinstating works”.
- 3.1 (a) Work will be required to be delivered within the area served by Kolar Telecom District comprising various urban and rural areas of Kolar & Chickballapur Revenue Districts.
  - (b) Urban area means all those towns which are Taluq head quarters.
  - (c) Rural area means other than those mentioned under (b) above.
- 3.2 Evaluation process:

Evaluation will be carried out for one unit of work for each category.  
Lowest rates arrived will be counter offered to the bidder who had quoted lowest rates for major portion in the works listed in annexure- II
- 4.0 **Wherever Optical Fiber cable trenching is to be made Local BSNL authority will take prior permission from the Local Authority/ Highway authority before commencement of work.**
- 5.1 The contractor should take up the digging of trenches, laying of cables and reinstating in all areas/ surfaces. No classifications of soil are prescribed. The prospective tenderers are advised to make detailed survey of the areas of the Kolar Telecom District and familiarize themselves with the soil and terrain so that the rates quoted take all factors in to consideration. It may be noted that the differential rates based on soil classification is not allowed. The work involves excavation of trenches in various soil conditions like soft soil, kutchra soil, pucca soil, Rocky soil, cement surface tarred surface & etc. But in the entire contract there will be only one average rate for trenching and refilling per running meter. The rates for trenching and refilling should be furnished for urban and rural areas, separately.
- 5.2 It is the responsibility of contractor to pay all the statutory duties, Levies & taxes etc.
6. The contractor shall execute the work entrusted to him within the period stipulated by the G. M .T Kolar or his authorized officers like the Sub-Divisional Engineer Telegraphs / Groups, at the time of execution of work. He should be able to do trenching work at the rates of 1,000 (One Thousand) meters per day.

**Signature of the Tenderer with Seal**

7. The *BSNL* reserves the right to reject any or all the tenders without assigning any reasons and also to negotiate with successful tenderer if so required in the interest and advantage of the *BSNL* in all respects.
8. *The BSNL* is not bound to accept the lowest quoted tender.
9. The tender will be valid for one year commencing from the date of acceptance of tender.

#### 10. **EARNEST MONEY DEPOSIT (EMD)**

- 10.1 The tender should accompany the “Earnest Money Deposit” of Rs. 1.35Lakhs (Rupees One Lakh Thirty Five Thousand Only) in the form of Demand Draft drawn in favour of Accounts Officer (Cash), *BSNL*, Kolar. Tender received without DD will be rejected.
- 10.2 The EMD of the unsuccessful tenderers will be refunded within one month of acceptance of tender on receipt of requisition letter along with pre-stamped receipt for the same. Requisition letter with pre receipt in the proforma can be attached to the tender quotation for use at the future date if the tenderers quote is not accepted. This is only to avoid delay.
- 10.3 The EMD of the successful tenderer will be retained as security deposit.

#### 11. **Security Deposit:**

- (a) In addition to the EMD & security deposit of Rs. \_\_\_\_\_ in addition to EMD, the successful tenderer should deposit 10% of the total amount of each bill towards security deposit for compensating any damages caused to electric cables, Telecom cable, water pipes etc., to meet other or any claims received during the execution of work. This 10% of the amount will be deducted from each bill submitted by the contractor and this amount will be refunded after 3 months on obtaining a NOC certificate from the concerned D.E, to effect that the work is completed satisfactorily and no damage caused to the electric cables, water pipes etc., Both EMD and SD amounts will not bear any interest for the period so retained. Security deposit of Rs. \_\_\_\_\_ ( \_\_\_\_\_ ) will be refunded only after the expiry of the validity period of contract.
  - (b) Also successful contractor has to submit a bank guarantee of One lakhs towards materials security valid for 18 months from date of acceptance.
12. The tenders which are not submitted in the prescribed proforma shall not be accepted.
  13. The contractor is solely responsible for any injury or death caused to any person during the execution of the contract.
  14. The successful tenderer should execute an agreement in the prescribed proforma typed on in Rs.50/- (Rs. Fifty only) stamp paper without altering the terms and conditions of the tender. The bid is liable to be rejected if the tender clauses are added or altered by the tenderer.
  15. In the event of the contractor failing to observe or perform any of the conditions of work as set out herein , the security deposit referred to above will be forfeited to the *BSNL* without prejudice to any other rights of the Government.

**Signature of the Tenderer with Seal**

16. Any attempt or negotiation direct or indirect or any attempt to secure any interest of any actual or prospective tenderer or to influence by any means for the acceptance of the particular tender will render the tender liable for exclusion from consideration.
17. The BSNL reserves the right to undertake the digging and laying of cable departmentally in the exigencies of service and also if the work done by the tenderer is not satisfactory.
18. The General Manager Telecom, Kolar reserves the right
  - a) Of placing the contract with one or more contractors as he may think fit.
  - b) Of doing any work partially or fully as he chooses.
  - c) Of completing any work referred in the contract to meet any emergency requirement, if he is satisfied that the contractor is not in a position to complete the work within the period fixed .
  - d) Of splitting up the work and awarding to any number of contractors/any amount of work.
  - e) Evaluation will be done on the basis of per units as indicated in each type and area.
19. The contractor who have near relative posted as gazette officers or junior accounts officers in Karnataka Circle / Kolar Telecom District or in the Sub-ordinate offices there to are not permitted to tender against notice inviting the tenders. No one connected with or in the employment of BSNL shall ever be permitted as a partner.
20. The work order for cable laying will be issued by this office /Divisional Office or any other officer authorised in this regard as and when exigency arises at the specified places. The work of cable laying shall be commenced within 7 (Seven) days from the date of receipt of work order by the contractor. The work order will be sent by Registered post Acknowledgement due or made over to the contractor or his authorised field representative.
21. No fluctuation of rates is permitted during the period for which his tender is in operation.
22. The decision of the General Manager Telecom, Kolar –563 101 shall be final in the interpretation of the clauses included in the tender or any dispute arising out of the execution of this tender.
23. The successful tenderer shall produce the license certificate issued by the Assistant Labour Commissioner (Central), Bangalore, by paying requisite license fee and deposit.

He should also produce the following certificate in original within 15 days from the date of acceptance of tender.

- 1) Experience certificate.
- 2) Income Tax clearance certificate/Assessment orders for the latest assessment years.

Contractors who are tendering for the first time in this area should also produce a solvency certificate for not less than Rs.50,000/- (Rs. Fifty thousand) only from the officer not lower in rank than a Revenue Tahasildhar.

24. In the event of the contractor being adjudged insolvent or going voluntarily into liquidation or having/ receiving order otherwise under the insolvency act made against him or in the case of company of the passing of any resolution or making of any order for winding up whether voluntarily or otherwise or in the event of the contractor failing to comply with any of the conditions here in specified, the General Manager Telecom Kolar shall have the power to terminate the contract without prior notice.

**Signature of the Tenderer with Seal**

25. The General Manager Telecom, Kolar may terminate this agreement at his option any time by giving 14 (Fourteen) days notice and that too without assigning any reasons and in the case of bad work, the General Manager Telecom, Kolar may remove the same and have it replaced deducting the value of the work rejected or the cost of replacing the same as he may think proper, from any amount due or that may become due to the party making this tender. In the event of any damages sustained by the BSNL due to negligence of the contractor and unsatisfactory execution, or delay in carrying out of the work by the contractor, the General Manager Telecom, Kolar will besides forfeiting the security deposit as referred to in para (11) above be entitled to recover the cost of the damages. In assessing the cost of the damages, the decision of G. M. Telecom Kolar shall be final. The General Manager Telecom, Kolar reserves to himself the right to forfeit the security deposit or such portion thereof he may think for improper reinstatement or consolidation of the road cuts made by the contractor.

26. The contractor's heirs or legal representatives shall with the consent in writing of the General Manager Telecom, Kolar have the right to continue to perform the duties or engagement of the contract or under the contract in case of his death. In the event of contractor with such consent as aforesaid transferring his business and being wound up at any time during the period of his contract, for purpose and with the object of transferring his to any person, persons, or a company the contractor shall make it clear one of the terms and stipulated for the contract for the transfer of his properties and business to any such other persons or company, shall continue to perform the duties or engagements to the liabilities there under.

27. In the event of any question, dispute or difference arising under this agreement or In connection there with (except to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of the concerned member of the Telecommunications Board (herein after referred to as the said officer) or any persons nominated by him. It will be no objection to any such appointment that the arbitrator is government servant he has expressed views in all or any of the matters in dispute or in difference. The award of the arbitrator shall be final and binding on the parties. It is terms of the agreement that in the event of such arbitrator whom the matter is originally referred to being transferred or vacating his office, due to death, resigning or refusing to work or neglecting his work or being unable to account for any reason whatsoever the said officer shall appoint another person to act as arbitrator in place of outgoing arbitrator in accordance with the terms of this 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.

28. The arbitrator may, from time to time with the consent of all the parties enlarge the time for making and publishing the award.

29. Subject to the aforesaid provisions, the Arbitration Act 1996 and the rules made there under and any modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.

30 Upon every and any reference as aforesaid the assessment of costs and of incidental expenses in the proceeding Para for the award shall be at the discretion of the arbitrator. The venue of the arbitrator shall be the place from which the acceptance note is issued or such other place the arbitrator at his discretion may determine.

31. The cable/pipes required for the work will be supplied by the BSNL. The tenderer will have to arrange himself for transportation of items from the Sub- division store yard to the work spot and returning all excess stores after completion of cable laying works to the same store yard at his own cost.

32. Joint tenders will be rejected. Conditional tenders will not be entertained

33. Tender forms connected with the above contract is not transferable.

**Signature of the Tenderer with Seal**

### **34. COMPENSATION**

Normally the speed of cable laying quoted in the tender and accepted by the General Manager Telecom, Kolar will form a basis for working out the time frames in the work order. Delay in execution with reference to the work order will entail a penalty of Rs.100/-(Rs. Hundred) only per day in the first week of delay and Rs.200/-(Rs. Two hundred) only per day in the subsequent week.

### **35. Force Majeure:**

In the event of either party being rendered unable by *force majeure* to perform this contract then the obligation of the party effected by such *force majeure* shall be suspended for the whole period during which such case lasts and until normal operation are resumed and when such cause ends, the execution of this contract must be measured with all reasonable dispatch should the execution of this contract be suspended by *force majeure* then corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of *force majeure* however shall not relieve the Government and its obligations to make payment to the contractor for the work satisfactory executed prior there to. The term *force majeure* as employed herein shall mean act of god, declared or non declared hostilities, enemy actions, revolts, riots legal lockouts and illegal strikes, tidal waves, major floods, explosions, earth quakes, epidemics, sabotages extra ordinary act and regulation of Central & State Government or Municipal bodies upon the occurrence of such cause and its termination the party rendered unable as above said shall notify the other party in writing within 72 hours of the beginning and ending dates giving full particulars and evidence if required.

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***Part IV***  
***Technical Specification;***

**SCOPE OF WORK AND JURISDICTION OF CONTRACT**

**1. SCOPE OF WORK**

1.1 The Optical Fibre Cable is laid through HDPE pipes buried at a nominal depth of 165 cms. The steps involved in OF Cable construction are as under:

i. Excavation of trench upto a nominal depth of 165 cms., according to Construction specifications along National/ State Highways/other roads and also in city limits as mentioned in the notice inviting tender.

ii. Laying of HDPE pipes/coils coupled by HDPE sockets in excavated trenches, on bridges and culverts, drawing of 6 mm polypropylene para pro rope (P. P.rope) through the HDPE pipes/coils as per Construction Specifications and sealing of HDPE pipe ends at every manhole by HDPE end caps of suitable size.

iii. Providing of mechanical protection by R.C.C pipes/ GI pipes and/or concreting/ chambering according to construction specifications, wherever required.

iv. Fixing of GI pipes/troughs with clamps at culverts/ bridges and/or chambering or concreting of G.I. pipes/troughs, wherever necessary.

v. Back filling and dressing of the excavated trenches according to construction specifications.

vi. Opening of manholes (of size 3 meters x 1 meter x 1.65 meters depth),replacing existing 6mm P.P ropes by 8mm P.P rope (from manhole to manhole) for ensuring smooth passage for pulling the cable. Pulling of Optical Fibre Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the HDPE pipes, putting split HDPE pipes and split RCC pipes with proper fixtures over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.

vii. Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilometres of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-cast jointing chamber of internal diameter of 1.2 meter filling of jointing chamber with clean sand, placing either pre- cast RCC cover or stone of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.

viii. Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms., fixing of route indicator/ joint indicator, concreting and back filling of pits. Painting of route indicators with yellow colour and joint indicator by red colour and sign writing denoting route/joint indicator number, as per construction specifications.

ix. Documentation.

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## 1.2 ALLIED ACTIVITIES:

**1.2.1. Transportation of Materials:** The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot at ..... . In some cases the materials may be available at sub- divisional store godown. The contractor shall be responsible for transporting the materials, to be supplied by the department or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

**1.2.2. Disposal of Empty Cable Drums:** The contractor shall be responsible to dispose of the empty cable drums after laying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.

1.2.2.1. It shall be obligatory on part of the contractor to dispose of the empty cable drums at his/their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/ were issued of from any other amount due to the contractor or the Security Deposit.

1.2.2.2. The contractor shall not be allowed to dump the empty cable drums in Govt. / Public place which may cause inconvenience to the department / public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Department shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the bill/ security deposit/any other amount due to the contractor.

**1.2.3. Supply of materials:** There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement, Wire mesh and Steel for protection/ etc, besides using other consumables which do/ don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

**2. COST OF WORK:** The estimated cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +/- 25% of the indicated value.

1) **Soils:** No classification of soil is allowed

3 . a) **All rates should be quoted for running meter. OF cable depth will be 1.65mts and width 0.3 mts where less width and less depth is required to be done by the contractor the rates will be proportionate. For eg. Laying of OF Cables. Wherever minimum width or depth cannot be maintained specific approval of Divisional Engineer shall be obtained and the payments is regulated on proportionate basis or on other method decided by the General Manager Telecom, Kolar and conveyed for the tenderer.**

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- b) Generally all excavation of the trenches are done on the road sides or side tables but there may be exception. Excavation of trenches includes cutting of tree roots, removal of other obstructions like boulders, removal of bushes, wetting the trench with water, for which no additional payment will be made.
- c) After the trenches are excavated to the proper depths, the bottom of the trench shall be leveled all rough surfaces smoothed and stones and other hard materials etc., are removed. If necessary some soft earth shall be placed as directed by the authorised officers/representatives of this department. The work when completed should provide a smooth bed for the cables to be laid.
- d) Wherever it is not possible to dig to a depth specified due to technical reasons like over head bridges, culverts water logged areas, marshy areas etc, the depth of less than specified is permissible in liaison with the officer-in-charges of the work or his authorised representative. In such cases the charges payable for excavation works will be proportionately reduced. In this regard kindly refer para (a) above.

4) **Reinstatement** (Back filling and consolidation)

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

It should be the aim to put back all the excavated earth in to the trench by ramming the trench very well. This will avoid subsequent sink-age. The Contractor should ensure that when the final reinstatement is over the excavated earth should not sink or left in the form of hump or a low laying area. It should be in the same level as the earth surface in the vicinity.

- c) Excess earth or rubbish remaining if any after refilling shall be removed at contractor's cost to the satisfaction of the Divisional Engineer Telecom or his authorised representative. The process should be simultaneous and shall not be allowed to lie after cable laying party leave the site.

In existing cable routes, the trenches should be flooded with water for noting any damages to the existing cables and earth filling should be done as above.

5) . *Road Crossing/Trenching/pipe laying:*

- a) At road crossings, it will be necessary to provide earthen ware, cast iron, galvanised iron pipes or PVC pipes to give protection to cable and also to avoid digging of roads in future to lay additional cable while cutting road, a trench of depth of minimum 4 feet(1.219 meter) has to be cut. Rates are proportionate. In this regard refer 3(a) under technical specification.

The pipes that will be of 6" or 10" diameter and the trenches should be of sufficient width to take these pipes.

- b) Pipes of 6" or 10" diameter shall be laid in the road crossing trenches, pipe laying work involves jointing of collars and lowering the same in the trench and filling upto trenches leveling the road and making the road, road worthy without any humps or depressions on the cut surface.

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c) Depending upon the area where road crossings have to be done and also with the permission of police authorities this work may have to be carried out in the night and the work has to be completed before next day morning so as not to disrupt traffic. In case of very large road crossing , it has to be done in portions and the portion that has been done has to be completed before the next day morning.

## **6. Damage to the existing installations & Trial pits**

a) The contractor shall take all precautionary methods to avoid any damage to the existing Installation in the places where the trenches are to be done.

The contractor will be entirely responsible for any or all damages caused in the course of trenching to the existing cables or the properties of private parties, or the public sector units Autonomous bodies, various corporations and boards such as the following.

1. KPTCL.
2. Karnataka Urban Water Supply and Drainage Board.
3. Slum clearance Board.
4. HUDCO.
5. Town/city Municipal councils and other local authorities.

The contractor will have to make good the damage at his own expense and if the contractor fails to do so, the Divisional Engineer Telecom O/o G.M.Telecom, Kolar or his authorised representative will arrange to repair and the cost of repair will be deducted from contractors bill. The G.M. Telecom, Kolar shall be the sole judge to estimate the cost of such repairs.

b) In order to avoid damages to the existing installations, the contractor will be required to excavate trial pits, approximately of size 30cm wide and 60 to 120cm long (at right angles to the length of the cables) with a depth of one meter at suitable intervals of cable route for which the trenching is to be done. The normal distance between the trial pits should be 20 meters. If it is slab surface two slab may be removed and trail pits may be made. The Department shall not make any payments for trail pits and this expenditure may be included under the cost of the trenching and reinstatement.

**Method of measurements:** The measurements of the work shall be done for activity wise as and when the item of work is ready for measurement. The methods of measurement of various items are enumerated as under:

### **\* Measurement of depth of trenches**

The cable routes of one work order shall be divided into a number of segments each of maximum 200 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 200 meters. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters in the multiples of 5 cms. For example 97 cms will be recorded as 95 cms And 103 cms as 105 cms. The points of measurements shall be at a distance of 10 meters starting from 0(Zero) Meter. For example, if the length of segment is 75 meters, the POMs shall be at 0M, 10M, 20M, 30M, 40M, 50M, 60M, 70M. The last POM shall be at 75<sup>th</sup> M to be recorded against Residual POM.

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The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

<b>Depth between</b>	<b>Reduction in rate</b>
<165 Cms. To >150 Cms.	5%
<150 Cms. To >130 Cms.	12.5% of approved rates
<130 Cms. To >100 Cms.	25% of approved rates
Below 100 Cms	40% of approved rates

\* Measurement of Lengths and profiles of strata and protection.

The measurements of length of trenches are on running meter basis, irrespective of type of soil encountered while digging.

The type of protection provided (item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

\* Measurement of length of cable: The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/ Measuring Tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.

\* Measurement of other items: The measurement/ numerical details of other items shall be recorded in the sheets provided for respective items viz.

Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber or pre Cast RCC type.

2. Fixing, painting and sign writing of route/ joint indicators

3. Termination of Cable in equipment room and no. of joints.

The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, then in any such events the measurements taken by Engineer- in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document 'procedures for underground cable construction' and bills will be passed only when he is personally satisfied of the correctness of entries in the " Measurement Book " and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks, however such test pits shall not be more than 10% of the cable laying work.

Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe/duct through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.

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**c. . Recovery of cables from trenches**

Recovery of cables should be as directed by the representative of the G. M. Telecom,  
Kolar– 563101

**7 . Tools, Jack, Labour & Supervision.**

- a) The contractor shall provide all tools danger lights and other requirements for efficient and speedy progress of the work.  
It is the responsibility of the contractor to provide tents, lights and water for his labourers in the area where tents will be pitched for work. The contractor is responsible for the movement of his team of workers from one place to another place.
- b) The contractor shall provide sufficient and suitable labourers and supervisor to ensure that all instructions are properly and promptly carried out. The work is to be carried out with due diligence and in a professional manner. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor may be required to pay an agreed liquidate damages by way of penalties an amount equal to 10% or such small amount as the General Manager Telecom, Kolar may decide (whose decision in the matter in writing shall be final) based on the amount of the estimated cost of the whole work remains noncommenced or unfinished after the proper date.
- c) The contractor shall organise labour and supervision in such a manner as excavation and reinstatement work are carried out without interruption on each day. No cable trenches are to be left open normally after the days work is completed. If in the event of a length of open trench is left, the contractor will be responsible for the provision at his own expense of proper guarding and “warning lighting” of the trenches to avoid accidents and for damage to the third parties.
- d) The contractor shall be able to execute the works in more than 4 or 5 locations simultaneously by keeping adequate number of person at his disposal for speedy execution of works entrusted.

**8. General conditions for work and labour.**

- 8.1 The normal working hours shall be between 8A.M. and 6P.M . (08.00 hours and 18.00 hours) on all working days but it may be necessary for the contractor to work longer hours for carrying out work at night in busy thorough fares of which advance verbal notice will be given and recorded in the log book kept at site. Work on Sundays and public holidays shall also carried out when necessary. No additional payments will be made on this account.
- 8.2 No labour below the age of 18 years shall be employed on work.
- 8.3 The contractor shall not pay his labourers less than the wages paid for similar work in the neighborhood.
- 8.4 In every case in which by virtue of the provisions of section 12, subsection (1) of the Workman’s Compensation Act 1923, BSNL is obliged to pay compensation, the amount of compensation so paid and without prejudice to the right of BSNL under section 12 and sub section of the said Act. The BSNL shall be at liberty to recover such amount from the security deposit or from any sum due to the contractors whether under this contract or otherwise.

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- 8.5 BSNL shall not be bound to contest any claim made against it under section 12 subsection of the said Act except on the written request of the contractor and upon his/their giving to BSNL full security for all cost for which BSNL might become liable in consequence of contesting such claims.
- 8.6 The contractor shall at his own responsibility arrange to obtain necessary licence required under Contract Labour (Registration and Abolition) Act 1970 and abide by the provision of the said Act.
- 8.7 The contractor shall at all times hold the BSNL property harmless and indemnified against all claims, cost, charges and expense for which BSNL may be held liable or may incur or pay on account of the negligence or misconduct of the contractor or his servants or any of them and of any person under his control whether in respect of injuries to the person or damage to the property of any member of public or any other concern on account of any defect or want of repair in such work or in the equipment used by the contractor in connection there with or otherwise and against all claims and demands in respect there of.
- If damage is caused to persons or assets or private parties or other such as L.P .Gas or water supply authorities etc., during the course of the work, the damage shall be made good by the contractor or by the person or party at the cost of the contractor as demanded.
- 8.8 The contractor will also be responsible to comply with all such cases including those relating to the labour etc., in force at the time. The contractor is responsible to comply with Contract Labour(Regulation & Abolition) Act 1970 and the Contract Labour(Regulation & Abolition ) Central Rules 1971 as amended from time to time. The contractor cannot claim any reimbursement from the BSNL for any penalty etc., imposed by the appropriate authority on the contractor towards the Contract Labour Act.
- 8.9 A log book will be kept at the work site, all observations and instructions will be recorded therein. The contractor is required to note the contents, which will also 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 to take necessary action and remedy defect and or comply with instructions as sufficient ground for non-compliance of instructions.
- 8.10 The contractor shall not charge any extra amount for traveling, overtime allowances and charges for materials, used by him and will not be entitled to get compensation for any damage or losses in the course of execution of work nor for any extra payment i.e. charges for labour that he will employ at his own cost not for idle labour and transport or for loss or deterioration of materials.
- 8.11 The contractor has to fulfill/comply with the terms and conditions of Provisions of EPF & Misc Provision Act 1952 and Employees Provident Fund Scheme 1952 in respect of labourers/employees engaged by them for performing the works of BSNL.
- 8.12 The contractor should submit along with each bill (1) list showing the details of labourers/employees engaged (2) Duration of their engagement (3) the amount of wages paid to such laboureres/employees for the duration in question (4) amount of EPF contribution(both employer & employees contribution) (5)Copies of authenticated documents of payments of such contribution to EPF authorities and (6) a declaration from the contractors regarding compliance of the conditions of EPF Act 1952.

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## **9. Procedure to carry out work and its completion**

The contractor shall arrange to mobilise his team to the work spot. Officer incharge of the work or his authorised representative shall mark the exact location of the work to be carried out for contractor to commence the work. The trial pits are to be made for the clearance and the departmental officer's to mark the required area of trenching. After the completion of the trench of required length, the *contractor will offer the trench to the test check observation to the officer nominated to test check the trench depth and record his observation and the same will be got cleared through the contractor by the Officer incharge nominated for the work.* The departmental officer shall take the required measurement of the trenches and enter in the "Measurement Book". Then the cable laying work, placing of bricks and reinstatement will start.

After the completion of reinstatement work, the departmental representative will write the length of the cable laid and complete the book with signature of both the departmental officer and the representative of the contractor.

Before the start of the work, the department shall obtain necessary permission from City Corporation, Municipality, KPTCL, water and sewage Board, Police department for their clearance. For night work, particularly road cutting, the department shall obtain police personnel for controlling the traffic if available. If necessary for daily work also, the department shall obtain police personnel if available for controlling traffic.

## **10. Settlement of Bills:-**

1. Bills shall be prepared in quadruplicate. They are titled "*Payable copy, Estimate copy, Sub-division copy and Contractors copy*". The contractor shall be responsible to submit the bills prepared accurately giving all details to facilitate for early payment.
2. The contractor may use form ACE-18 to prepare his bills. But the bills prepared by him in his form etc., may be accepted provided they comply with the following conditions.
  - a) The bills are to be submitted in quadruplicate. *The payable copy to be duly stamped and signed by the contractor, and the other copies need not be stamped only to be signed by the contractor. The contractor's copy will be returned to the contractor after correction, if any, made by the office for his record.* Copy of the work order should be attached to the bill. Without the work order and bill copy bill cannot be entertained.
  - b) Details of quantity and nature of each items of work done as well as the rates are given.
  - c) The dates of commencement and completion of the work are to be noted.

All the invoices or receipts for payment of completed work when executed by the firm must be signed by several partners except where the contractors are described in their tender application as a firm in which case the receipt or invoices may be signed by one of the partners in the name of the firm. All partners or managing partners can nominate a representative to sign the receipt or invoices.

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- 3) Completed work order will be considered for payment in full no part/partial payment will be allowed normally. The bill should be for full quantity of works detailed in the work order. Bill copy of work order should be attached to the bill. The contractor will be paid upto 90% of the bill presented after duly recording suitable certification of satisfactory execution of the work by the officer-in-charge of the Optical Fiber Cable laying work. Along with each invoice an advance stamped receipt shall be affixed so that the cheque will be issued when the invoices are ready for payment. The payment will be made by the Account officer (Cash) BSNL, Kolar by 'Account payee' cheque after deduction of 2% Income Tax and surcharge on I.T. and other Taxes applicable on each bill. The balance of 10% will be paid after three months on satisfactory completion of each work.

The near relatives of BSNL Employees either directly recruited or on deputation are prohibited from the participation in the tenders and execution of the works in different units in BSNL. In this correction a declaration in the format is furnished below.

### **PROFORMA OF THE CERTIFICATE TO BE SUBMITTED**

“I.....S/o .....r/o.....here by certify that none of my relative (s) as defined in the Tender document is /are employed in BSNL unit as per details given in Tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit /with out any prior in intimation to me”

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# ***Part-V***

## **AGREEMENT**

AN AGREEMENT made this \_\_\_\_\_ (Year) between BSNL, represented by General Manager, Kolar on ONE PART and \_\_\_\_\_ (Name and Address) (acting through its constituted attorney) herein after called the contractor (which terms shall include their heirs, executors, successors and assignees) on the OTHER PART.

WHEREAS the first party called tender for laying of Optical Fiber Cable in Kolar SSA. Vide Tender Notification No. \_\_\_\_\_ Dated \_\_\_\_\_ and the second party after agreeing to all the conditions mutually agreed to undertake the work for consideration.

**AND WHEREAS the contractor is ready and willing to execute the said works in a accordance with the contractor.**

**NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared as follows :**

1. The Notice Inviting Tender, Instructions to Tenderers, Conditions of Contract, Construction specifications, Guidelines to contractor, Schedule to Tender vide No. \_\_\_\_\_ dated \_\_\_\_\_ letter of intent vide No. \_\_\_\_\_ dated \_\_\_\_\_ (along with its enclosures) and such other additional particulars, drawings as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "Contract Documents" wherever here in used.
2. In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby convents with the Government that the contractor shall in accordance with the contract documents duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.
3. In consideration of the time schedule of performance of the work to be maintained, the contractor hereby agrees with the department that, the contractor shall commence the work, on award of the work order, as stipulated in it and abide by the time schedule for performance of the work throughout the stipulated period.
4. In consideration of violation of the above said time schedule or any other terms and conditions of this contract, by the contractor without the concurrence of the General Manager, Kolar in writing, the contractor hereby agrees, that the General Manager, Kolar will be at liberty to take any or all actions, without any notices to the contractor, such as listed below.
  - a. To levy fine for delay from the contractor, an amount of RS. 100/- for every day (that the work remains uncommenced or unfinished or unfinished after proper dates) for the first week of delay and RS.200/- per day there after.

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- b. Terminate the contract for the work (with the contractor) and forfeit the security deposit remitted by/recovered from the contractor and,
- c. Complete the remaining work BSNL or otherwise and levy the excess amount incurred in completing the remaining work, if any, from the contractor.
- d. In consideration of due provisions and completion of the said works, the General Manager, Kolar hereby agrees with the contractor that the BSNL will pay to the contractor the respective rates for the work done as per the construction specification, by the contractor.

The contractor hereby agrees that:

- 5. The Trenches opened will be filled up and will be rammed and rolled so as to leave the road in to normal conditions, after the work is over, metal or tarred surface will be arranged by the Department with the concerned road authority at their cost.
- 6. The work of laying pipes at road crossings, pulling cables through pipes, jointing pipes by connecting in case of stoneware pipes and any other work involved due towards depressions of steep nature will be done at my own cost taking into consideration, the horizontal lengths over which such special work is carried out.
- 7. To indemnify the BSNL against any loss, damage or risk of lives or materials caused during the work for which necessary precautions will be taken by me.
- 8. Arrangements for the diversion of traffic will be done by me.
- 9. To be responsible for any claim arising out of accidents or due to my failure of the above precautions.
- 10. To handle and lay the cables carefully according to the instructions of the officer-in-charge of the work and agree to make good any loss or damage to cable and the BSNL property or to the properties of other parties.
- 11. All cables and other materials like GI pipes etc., will be supplied to me/us by the Department at deposit stores. I agree to take them to worksite, procurement necessary tools, accessories and labour by my own arrangements free Of cost.
- 12. To abide by the labour regulations in force and I am responsible for the prompt payment of the wages to them.
- 13. To return at my cost the surplus departmental materials to the place directed by the officer-in-charge of the work.
- 14. I have made myself/ourselves, familiar with the route where the work is to be carried out before submitting this tender and entering into this contract.
- 15. To carry out the work under departmental supervision according to the directions of the officer-in-charge whose decision is final and binding on me about marking trenching, cable laying, brick laying and re-instatement etc.,
- 16. **To agree to carryout the work as per the rates approved for schedule of works enclosed for trenching, laying, re-in-statement of cable trenches.**

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17. I agree to carryout the work any where in the Telecom District Kolar at the approved rates as per annexure.
18. I agree that work of laying Optical Fiber Cable shall be commenced within 7 days of receipt of work order.

**IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year above written.**

**SIGNED AND DELIVERED for and on behalf of THE BSNL KOLAR**

**Signature :**  
**Name :** **Designation:**  
**In presence of**  
**1. Signature :** **2. Signature:**  
**Name :** **Name:**  
**Designation :** **Address:**

**SIGNED AND DELIVERED by, for and on behalf of THE CONTRACTOR.**

**Signature :**  
**Name and Address :**  
**In the presence of**  
**1. Signature :** **2. Signature:**  
**Name :** **Name:**  
**Address :** **Address:**

# Declaration

I.....S/o..... r/o.....

hereby certify that none of my relative (s)as defined below, is/ are employed in Karnataka Telecom Circle/ Kolar Telecom District. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have absolute right to take any action as deemed without any prior intimation to me.

- a) Members of my family-
- b) My wife.
- c) My father, Mother, Son (s), Son's wife (daughter in law),  
& Brother's wife, Sister (s) & Sister's Husband (Brother-in-law)

**Signature of the Tenderer with Seal**