

**BID DOCUMENT**

**OPEN TENDER FOR UNDERGROUND  
CABLE CONSTRUCTION WORKS  
FOR THE YEAR 2009-10**



**BHARAT SANCHAR NIGAM LIMITED**

*(A Government of India Enterprise)*

**Office of the General Manager Telecom, Bellary – 583 101.**



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**BID DOCUMENT**

OPEN TENDER FOR UNDERGROUND CABLE CONSTRUCTION AND OTHER  
RELATED WORKS IN BELLARY TELECOM DISTRICT FOR 2009-10

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TENDER FORM NO : .....

NAME OF THE ZONE : .....

TENDER FORM FEE : .....

PAID VIDE RECEIPT NO : .....

DATED : .....

ISSUED TO : .....

.....

Asst. General Manager (Plg)  
O/o. G.M.Telecom, B.S.N.L.,  
Bellary – 583 101.



# BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office of the General Manager Telecom, Bellary – 583 101.

NIT No: Plq/13-32/ CBLTDR/09-10/10 dated @ Bellary the 25-7-2009

Sub: Notice inviting open tender for underground cable construction and related works in Bellary SSA for the year 2009-10.

Properly sealed tenders ( Packing PVC tape / Sealing wax ) are invited for and on behalf of the BSNL by the General Manager Telecom, BSNL Bellary from the eligible contractors both enlisted and non enlisted having experience in U/G cable construction works in DOT, BSNL, Railways, PWD, GESCOM or any other organization for the following works in Bellary SSA. For further details you may please visit our web site [www.Karnataka.bsnl.co.in](http://www.Karnataka.bsnl.co.in)

1. Contractor will have to submit experience certificate issued by an officer not below the rank of D.E / E.E of BSNL, Railways , PWD, GESCOM etc. and any other PSUs which is mandatory.
2. The tender documents will be issued by the under signed only to those contractors who are enlisted and others who submit the experience certificate of laying U/G cable under request letter along with ACG-67 towards cost of tender document.
3. The successful tenderer should submit the licence certificate issued by the Asst. Labour Commissioner (Central) as required under labour act. He should also execute an agreement of contract on a stamped paper of Rs.100/- in Form 'C'. Work orders will be issued only after payment of required Security Deposit amount, submission of EPF registration certificate, Labour License certificate under Labour Act and entering into an agreement.
4. Area of contract:.

S. No	Zone No	SDCAs in the Zone	Nature of Works	Approximate Estimated Cost of Work Rs.	Cost of tender document (Non refundable) Rs.with Tax	EMD Rs.
1	Zone-I	Bellary	U/G cable construction and related works	1809000	575	45225
2..	Zone-II	Hospet	U/G cable construction and related works	1211000	575	30275
3.	Zone-III	Sandur, Siruguppa, Kurugodu	U/G cable construction and related works	1286000	575	32150
4.	Zone-IV	Harapanahalli H.B.Halli Kudligi Huvinahadagali	U/G cable construction and related works	1480000	575	37000

5. The quantum of work mentioned in schedule is only indicative and may vary.

6. Separate tender for each zone is to be submitted with separate EMD amount. Contractor can apply for maximum of two zones submitting separate tender form for each zone with required EMD.
7. The tender documents may be obtained from the Planning Section by producing the ACG-67 receipt issued for the cost of the tender document in cash / or DD drawn for Rs.575/- in favour of Accounts officer (cash) BSNL,o/o GMT Bellary payable at Bellary or can be downloaded from our website [www.Karnataka.bsnl.co.in](http://www.Karnataka.bsnl.co.in) and a DD equivalent for the tender document amount drawn in favour of Accounts Officer (Cash) BSNL, o/o GMT Bellary should accompany the application form while submitting the tender document.
8. The tender application for each zone should be addressed separately to Sri Rajakumar.L.Asangi ( AGM Planning) o/o General Manager Telecom Bellary super scribed as “ Tender for under ground cable construction and related works for the year 2009-10 for Zone NO..... and deposit in the tender box kept in the chamber of AGM (Planning) o/o GMT Bellary.
9. The Earnest Money Deposit as mentioned against each Zone in the above table should be paid at the cash counter of this office in cash or through a Bank Demand Draft obtained from any Nationalised Bank drawn in favour of “Accounts Officer (Cash) B.S.N.L“ o/o GMT Bellary. The cash receipt or DD in original should be enclosed along with Tender Application without which the tender will not be considered. EMD receipt / DD should be obtained separately for each Zone.
10. The tender, which is not accompanied by the requisite EMD, shall be summarily rejected. Tender will not be accepted / received after the expiry of date and time. The General Manager Telecom BSNL Bellary reserves the right to reject any or all tenders without assigning any reason what so ever.
11. Tender document will not be available by post
12. Bid for each zone should be submitted in two envelopes placed inside a main cover. These envelopes should contain the following

Envelope	Marked on the cover	Contents of Envelope
First	Qualifying bid	Containing documents as per clause 50 of terms and conditions
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format (Schedule)

On all these envelopes the name of the tenderer and whether “qualifying” or “Financial” bid must be clearly mentioned and should be sealed (with sealing wax/ packing PVC tape). These envelopes are to be placed inside a main cover and properly sealed (with sealing wax/packing PVC tape). The tenders, which are not submitted in the above, mentioned manner will be summarily rejected.

All envelopes (2 inner and one Main ) must bear the following

**Tender for underground cable construction and related works**

“NOT TO OPEN BEFORE DUE DATE OF TENDER’

(Tender No-----)

Name of SDCA-----Name of Zone-----

The qualifying bid will be opened first and evaluated. The financial bids of those bidders whose qualifying bids are qualified only be opened. Others financial bids will be returned unopened.

Sale of Tender documents : Between 10 00 hrs to 16 00 hrs from 27-7-2009 to 17-8-09  
(On all working days)

Time and last date of submission of bid: up to 15 00 hours on 18-8-2009.

Time of Bid opening : at 15 30 hrs on 18-8-2009

or

Next working day in case of unforeseen closure of the office in the presence of such of those tenderers or their agents as may choose to attend.

( Rajkumar L Asangi )  
**Asst.General Manager (Planning)**  
**O/o the General Manager Telecom**  
**Bellary-583101**  
**Phone no. 08392-232300**  
**FAX : 08392-276900**

Copy to:

1. The D.E (Rural) / Bellary / Harpanahalli / Hospet
2. The D.E (Urban) Bellary
3. The S.D.E Telecom (Groups)  
Kudligi / Harapanahalli / H.B.Halli / Huvinahadagali /Siraguppa /Kurugodu /Sandur  
/Toranagallu / Kampli
4. The A.O (Cash) o/o GMT Bellary
5. Notice Board of o/o GMT Bellary
6. The Chief General Manager Telecom , Karnataka Circle, Bangalore
7. The SDOT / SDOP Bellary
8. The SDOT / SDOP Hospet
9. The SDE Cantt RSU / APMC / R.Colony / S.Nagar / G.Nagar RSU Bellary

Passport Size Photograph  
of the tenderer / authorised  
Signatory hold power of  
Attorney

## TENDERER'S PROFILE

### General:

1. Name of the Tenderer / Firm :
2. Name of the person submitting the tender whose photograph is affixed:

Shri / Smt. ....

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

3. Address of the tenderer/firm :  
.....  
.....

4. Telegraphic Address :  
.....

5. Tel No. (with STD Code) : (Office) .....(Fax).....(Res).....

6. 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)**

7. Name of Proprietor/Partners/Directors:  
.....  
.....

8. Tenderer's Enlistment Certificate details ( BSNL.)
  - a) Category : .....
  - b) Number : .....
  - c) Issuing authority : .....

d) Issued on : .....

e) Valid up to : .....

**(An attested copy of the Enlistment Certificate may please be enclosed**

8 (a). )Attested copy of experience certificate in r/o non enlisted cable contractors issued by an officer not below the rank of DE/EE of BSNL/Railway /PWD/GESCOM or any other PSU.

9. Tenderer's bank, its address and his Current Account Number: .....

10. Permanent Income Tax Number, Income Tax Circle : .....

**(Please attach a copy of last income tax return)**

11. Infrastructural capabilities:

a) Capacity of trenching per day (in meters) : .....

b) Capacity of cable laying per day (in meters) : .....

c) Capacity of pulling cable through duct per day (in meters) : .....

d) Capacity of engaging mazdoors per day : .....

e) Particulars of vehicles available with the tenderer : .....

Type of Vehicle (s)	Registration No.
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f) Particulars of other machines possessed by the contractor which can help in trenching, Cable laying and cable pulling:  
.....  
.....

12. Details of Technical and supervisory staff :

**13. Name of the bank and A/C no in the city where ECS / EFT facility is available**

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

Signature of Tenderer / Authorised Signatory: .....

Name of the Tenderer: .....

**(Seal of the Tenderer)**

Place:

Date:

## TERMS AND CONDITIONS

### 1. Specification of work.

- a. Under ground cable/ 5 pr cable trench .

Trench for (in all type of soils)	Width at bottom in Cms	Depth in Cms
U/G Cable other than 5 pr cable	30	90
5 Pr Cable	30	60

- b. Jointing of cable pairs.

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

- c. **D P Erection.**

**External D P** :- External DP of 5 pr or 10 pr are to be fitted on post with the help of fixtures such as DP clamps pole brackets etc.

**Internal D P** :- Internal DP of 5 Pr / 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. Cable for termination at DP is to be taken through PVC pipe/GI pipe which will be supplied by the company

- d. **Erection 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.

$$\text{Length} = W + 30 \text{ cms}$$

$$\text{Width} = D + 30 \text{ cms}$$

$$\text{Depth} = 110 \text{ cms.}$$

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.

- e. **Painting and Sign writing of Pillar and DP.**

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 In charge 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 D.E s concerned



2. Burnt bricks will be of the following specification.
  - a. Burnt brick size 9" x 4" x 3"
  - b. Size should not vary by more than 2%
  - c. The bricks should be laid above the cable at the rate of 4 nos per each running meter of the cable as per the standard of the BSNL.
  - d. The burnt bricks should be of first class standard specification made of 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. The security Deposit of at 2.5 % of estimated cost has to be deposited by successful contractor within 10 days from the issue of acceptance letter of tender. This is in addition to the EMD already paid by the tenderer. and additional performance security deposit 10% will be deducted from each bill.
4. In case the successful tenderer fails to deposit the additional security deposit amount, execute the agreement bond, submission of EPF certificate and the license certificate issued by the Asst. Labour Commissioner (Central) Bellary within 20 days from the date of acceptance of the tender, EMD amount paid will be forfeited.
5. Contractor should implement the scheme of provision of EPF & M.P. Act 1952. He should produce documents in support of EPF Registration and ESI clearance after award of the work.
6. The EMD of the unsuccessful tenderers will be refunded soon after the finalization of tenders. The EMD of successful tenderer will be retained as security deposit.
7. The EMD amount and additional security deposit deducted from the bills of successful tenderer will be refunded only after three months from the date of completion of the tender contract period and after obtaining NO OBJECTION CERTIFICATE from the concerned field officers.
8. Any loss or damage to the departmental properties will have to be made good by the respective contractor, also any damage towards pipes, electrical cables or other properties of other departments will have to be made good by the respective contractor of the concerned area.
9. The successful tenderer after the award of work to him should commence the work within three days of the date of receipt of work order, failure to commence or complete the work within the stipulated period or to abide by any one of the conditions in the tender agreement will result in the tender cancellation and forfeiture of EMD amount, additional security deposit. Any loss incurred to the BSNL will also be made good by the contractor.
10. Any deviations in the standard of the work of cable laying will have to be made good at the cost of the contractor concerned and work is to be carried out as per E.I under the supervision of field SDE.
11. Payments: 90% on presentation of bill, 10 % after three months from date of completion of contract period. Income Tax and surcharge on I.T and sale tax will be recovered from the bills as per the rules.

**CLAIM ENTITLEMENT IS AS FOLLOWS**

Depth: 90 cms	: 100 % payment	<b><u>For 5 pr cable works</u></b>
Depth: 80 cms - 89 cms	: 85% payment	Depth 60cms 100% Payment
Depth: 70 cms - 79 cms	: 75% payment	Depth 50 cms to 59 cms 85% Payment
Depth: Below 70 cms	: NO PAYMENT	Depth Below 50 cms NO Payment

10(a) : Certificate to be obtained wherever the depth is below the specified limit from the concerned DE justifying the reason for low depth.

12. The period of tender shall be for one year from the date of acceptance of the tender i.e, date of the agreement.

13. Bricks for local cables should be laid length wise along the cable. For PCM/Trunk cables, the bricks should be laid breadth wise.

14. The cost of damage to working cables are to be made good by the respective contractors only and the cost as specified in clause no 53 will be recovered from the bills submitted for payment. The decision of the GMT Bellary regarding the extent of damage will be final and binding on the contractor.

15. Excavation of trench includes cutting of tree roots, removal of any other constructions like boulders, removal of bushes, wetting the trench with water etc. for which no additional payment will be made.

16. L-1 will be decided based on the lowest amount for the entire quantities given in the schedule for each zone separately.

17. BSNL may without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor terminate his contract in whole or in part.

18. **Liquidated damages:** (a) If the tenderer fails to execute the work within the prescribed period, the BSNL shall be entitled to recover half percentage of the value of the delayed work for each week of delay or part thereof subject to minimum of 5% of the delayed work. The quantum of liquidated charges levied by the department is final and is not challengeable by the contractor.

(b) If the work is not completed even after 20 days beyond the period specified in the work order, the BSNL has the right to terminate the contract and the forfeit the security deposit.

19. (a) The work is required to be carried out under the supervision of BSNL officials/officers on issue of work orders by concerned SDEs. The work will have to be undertaken as and when the work orders are issued. The contractor should make full-Proof arrangements for getting the work orders by post or by local enquiry at the concerned

Sub Division Head quarter. The works are to be commenced within 3 days from the date of issue of work orders by the concerned SDEs. The stores required for the work will be supplied at the store yards in respect of Sub Divisional Head Quarters. The contractor should be able to carry the stores from the SDCA Head Quarters to the various work spots and distribute the same. Surplus stores should be transported back to SDCA Head Quarters. The rates quoted should include the transportation charges

- (b) Once the materials including cable is made over to contractor by the concerned SDE, it is the responsibility of contractor to make good the cost of materials/cable in case of loss /theft burning/damage etc.. The calculation of cost of cable/material will be made by concerned SDE and it has to be abided by contractor.

20. Tenders which are not submitted in the prescribed format will be rejected.

21. The General Manager Telecom Bellary has the right to reject any or all the tender applications without assigning any reasons. No complaint in this respect will be entertained.

20 (a) The BSNL will be at liberty to award the work to the approved contractor of one or more zones to work in the rest of the zones at the approved rates of his original zones.

22. The BSNL will be at liberty to award the work to any number of contractors at the accepted rates depending upon the exigency/ work load.

23. Bills in duplicate duly pre-receipted should be submitted to the concerned SDOs/SDEs after spot inspection by SDOs / SDEs or his authorized representative and their certifying the bills and counter signature by competent authority for settlement of bills.

Each claim of bill of the contractor must accompany the

- (i) List showing the details of labours/employees engaged.
- (ii) Duration of their engagement.
- (iii) The amount of wages paid to such labour/employees for the duration in question.
- (iv) The amount of EPF contribution (both employer's and employee contribution) for the duration of engagement in question paid to the EPF authorities.
- (v) Copies of authenticated documents of payments of such contribution to EPF authorities.
- (vi) Contractors to pay EPF by cheque and produce proof to BSNL
- (vii) The contractor will abide the conditions of EPF Act 1952

24. The department reserves the right to carry out work in any manner if it so desires.

25. The General Manager Telecom Bellary is not bound to accept the lowest tender.

26. The contractor should observe all labour regulations while employing his labourers. No labourer below the age of 18 years shall be employed in the works. The contractor shall be responsible for issuing protective devices like AC line tester, rubber hand gloves, shoes with rubber soles, safety belt, safety helmet etc. to the labourers working under him while on work. He should also ensure to take power shutdowns wherever and whenever necessary with the guidance of the controlling officer.

27. The contractor shall at his own responsibility arrange to get necessary license required under "Contract Labour (Regulation and abolition) Act 1970 and to abide by the provisions of the said Act.
28. The contractor shall at all times hold the BSNL safe and indemnify against all claims, cost, charges and expenses for which the BSNL may be liable or may incur or pay on account of the negligence or misconduct of the contractor or his servants or any person under his control whether the injury to the person or damage.
29. While carrying out of laying U/G cable works, if any injury or death caused to any labourer, the cost of compensation should be borne by the contractor only.
30. The contractor shall take all precautions while carrying out of laying U/G cable works. He should make all necessary arrangements for stay at work place and provide hygienic and good sanitation for the labourers.
31. 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.
32. The contractor should intimate the name of the persons who are working under him in any capacity or subsequently employed by him and who are near relatives of the officers of the BSNL
33. Tents and tools will not be supplied to the contractor for the execution of ordered works.
34. The contractor should provide proper danger light signals wherever necessary at busy roads or crosses. For any mishaps occurring the contractor is liable for it.
35. The contractor shall be able to execute the works in more than four or five locations simultaneously by keeping adequate number of persons at his disposal for special executions of the same
36. The contractor shall not assign or sublet the contract or any part thereof.
37. The contractor shall observe all the relevant rules concerning to his workmen employed by him in carrying out the works and pay any compensation to the workmen payable under the workmen compensation Act 1923 for injuries or disability or death caused in the process of execution of the work. The BSNL is in no way responsible for the labour / any others employed by the contractor for carrying out the jobs ordered by the BSNL
38. Contractors who have near relatives posted as gazetted officers in Karnataka circle and Telecom District Bellary in particular or in the subordinate offices thereto are not permitted to tender against this notice inviting tenders. No one connected with or in the employment of BSNL shall ever be admitted as a partner of the contractor.
39. The normal working hours shall be between 9 AM to 6 PM on all working days. It is for the contractor to work longer or carry on work at night in case of urgency.
40. The General Manager Telecom Bellary may terminate this agreement at his option any time by giving 7 days notice and without assigning any reason. In case of bad work, the General Manager Telecom, Bellary may rectify 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 to the contractor making this tender. In the event of any damage

sustained by the BSNL due to unsatisfactory execution or delay in carrying out the work or if some of work orders issuing are not carried out by the selected contractor, the General manager Telecom , Bellary will decide forfeiting the security deposit and entitled to recover the cost of damage. To assess the cost of damage, the decision of the General Manager Telecom Bellary shall be final. The General Manager Telecom Bellary reserves to himself the right to forfeit the entire security deposit or such portion thereof as he may think fit for improper works carried out by the contractor.

41. The work should be carried out to the satisfaction of the G.M.T Bellary or his representative authorised on his behalf . The G.M.T Bellary can reject payment for any part of the work not carried out as per the BSNL standards.

Company is not liable for additional works carried out without previous sanction. Company will not be liable for any additional works which have not been provided for in the work or estimate but carried out by the party tendering without previous sanction of the officer who has accepted the tender.

42. Rates for items in the tender will remain fixed for the period of contract. Rates of any other item not covered in the schedule should be settled in advance before taking up the work. It is hereby agreed that if G.M.T Bellary makes any alterations in the original design, drawing or specification that may be considered necessary during the progress of the work outside the schedule of the rates be required to be done, the rate must be settled in writing before such work is commenced.

43. While carrying out work on any existing alignment, the tenderer should ensure least interruption to the working circuits. The GMT Bellary is empowered to cancel the tender or impose any penalty on the tenderer for not following this condition at any time.

44. In the event of the contractor failing to observe or perform any of the conditions of the work as shown in the tender in the above paras, security deposit (EMD + Additional security Deposit) furnished by him will be forfeited without prejudice to any other right of the company.

45. The bills (Running/final) complete in all respects submitted by the contractor after 30 days of completion of work along with AT are liable for penalty at the rate of 0.25% of the amount of the bill for every week of delay subject to maximum of 5% of the amount of the concerned bill.

46. The bills (Running/Final) complete in all respects submitted by the contractors after six months of completion of A/T will be treated as invalid and no payment will be made on them. However in exceptional cases, payment will be authorised with applicable penalties mentioned in the bid documents by the Heads of SSA only, after detailed investigation and on appeal by the contractor.

47. Conditions mentioned in the tender notices are part of the agreement in the form "C" executed on a non- judicial stamp paper of Rs.100/-

48. While digging, no damage should be done to the existing BSNL cable or the cable of other agencies. Instances of such damaging / spoiling of the cable will be noted and such contractors will be ineligible for future tenders.

49. BSNL contractors to pay EPF by cheque and produce proof to BSNL.

50. The tenderer will have to submit following documents / deposits with the tender application. Any tender document not accompanying the below mentioned documents / deposits will be liable to be rejected.

- i) EMD in accordance with tender document.
- ii) Tender document(s) in original duly filled and signed by tenderer or his authorised representative along with seal on each page. All corrections and overwriting must be initialed with date by the tender or his authorised 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 one of NIT 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.

51. a. In cities/areas where ECS/EFT facility is provided by Banks, the bidder must have account in such ECS/EFT facility providing Banks and that Bank A/C No shall be quoted in the Bids by the bidder.

b. The cost of ECS/EFT will be borne by BSNL in all cases where the payment to contractors/supplier is made in a local Branch i.e bidder is having bank account in the same place from where the payment is made by BSNL unit.

c. In case payment is made to outside branch i.e bidder is having bank account not in the same place from where the payment is made by BSNL unit, the crediting cost will have to be borne by the bidder/recipient only.

d. The payments to contractors /Suppliers will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakh. However, Circles can implement ECS/EFT payment system for contracts valued less than Rs.10.00 lakh also.

## 52. RATES OF EMPTY CABLE DRUMS

The tenderer while executing the cable work should dispose off the empty cable drums themselves in lieu of which the fixed rates of cable drums will be deducted from the contractors .bills.

S.NO	Size of the drum	Rate of disposal
1	1200 pair and above	Rs.550/-
2	800 pair	Rs.500/-
3	400 pair	Rs.375/-
4	200 pair	Rs.250/-
5	100 pair	Rs.150/-
6	50 pair	Rs.125/-
7	20 pair	Rs.100/-
8	10 pair	Rs.75/-
9	5 pair	Rs.75/-

Note: These are fixed rates and no variations shall be acceptable from these rates.

**53 : Penalty for cutting /damaging old cable**

During execution of trench at most care is to be taken by the contractor so that the existing U/G cable are not damaged or cut. In case of any damage /cut is done to the existing cable a penalty as per schedule below will be charged from the contractor or the amount will be deducted from his running bill.

Size of the existing cable damaged/cut	Amount of penalty per cut/damage
Upto 100 pair cable	Rs.500/-
Above 100 pair up to 400 pair	Rs.1000/-
Above 400 pair	Rs.2000/-
OF cable of any size	Rs.5000/-

Besides the above penalty the contractor shall carryout such repairs for restoration of the damaged cable free of charge. The cost of the jointing kit shall also be borne by the contractor. If contractor fails to repair the damage, the cost of repair (including cost of labour + jointing kit ) shall be recovered from the contractor.

**54.Acceptance and Testing** : The sub Divisional Engineer responsible for cable construction, after having satisfied himself for completion of work ready for AT, shall offer the work to AT officer for conducting acceptance and Testing. The work shall be offered to AT as soon as work of primary cable from MDF to Pillar or work of distribution cable from Pillar to DP is completed in all respects. The work against any work order can be offered for AT in a number of such stages.

**55. Issue of materials to contractor:** U/G cable and other related materials will be issued by concerned SDE soon after the completion of AT of trench.

**56. Arbitration clause**

In the event of any question, dispute or difference arising under this agreement or in connection therewith except matters of decision which is specifically under this agreement the same shall be referred to arbitration of a sole Arbitrator to be appointed by mutual agreement. The agreement to appoint an arbitrator will be in accordance with in Arbitration and conciliation Act 1996. The venue of the arbitration shall be Bellary or at such other place as the sole Arbitrator may fix in his discretion and the language of arbitration shall be English. The decision of the sole Arbitrator shall be final and binding on the parties. The Arbitration shall be conducted in accordance with arbitration and conciliation Act 1996., or any amendments thereof.

In case any dispute between the parties regarding any issue the dispute shall be settled within the jurisdictional limits of courts of Bellary only.

Sd/-  
Asst. General Manager (Plg)  
O/o G.M.Telecom, Bellary

## SECTION X

### AGREEMENT

**The successful tenderer shall have to execute the following agreement:**

This agreement made on this .....day of ..... (month) ..... (year) between M/s. .... hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include his successors, heirs, executors, administrative representative and assignee) of the one part and the Chairman & Managing Director, Bharat Sanchar Nigam Ltd. (hereinafter referred to as the Company) of other part.

Whereas the contractor has offered to enter into contract with the said Company for the execution of work of trenching and laying underground telephone cable, cable jointing, pillar construction, DP fitting and other associated works in ..... SDCA of Bellary SSA on the terms and conditions herein contained and the rates approved by the Company (copy of rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The contractor shall, during the period of this contract that is to say from ..... to .....or completion of work for Rs. .... (Rupees .....) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching, cable laying , cable joint, pillar construction, DP fitting and other associated works as described in tender documents (annexed to the agreement), when the Company or the General Manager Telecom District Bellary or any other persons authorised by the General Manager Telecom District Bellary in that behalf require. It is understood by the contractor that the quantity of work



mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

- 2) The Notice Inviting Tender (NIT), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the company is not/shall not ever be admitted as partner to the contractor.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) Further each claim bill of the contractor must accompany the
  - (i) List showing the details of labourers / employees engaged
  - (ii) Duration of their engagement.
  - (iii) The amount of wages paid to such labour / employees for the duration in question.
  - (iv) The amount of EPF contribution ( both employer and employees contribution for the duration of engagement in question) paid to the EPF authorities.
  - (v) Copies of authenticated documents of payment of such contribution to EPF authorities
7. The contractor shall obtain a valid Employees Provident Fund registration and applicability of EPF before commencement of the work. The contractor shall

also abide by the provisions of the rules and ensure prompt payment of EPF. Any failure to fulfill this requirement shall attract the penal provision of this contract arising out of the resultant non execution of work.

8. BSNL contractors to pay EPF by cheque and produce proof to BSNL.

In witness whereof, the parties presents have hereunto set their respective hands and seals the day and year in .....

Above written:

Witness:

- 1.
- 2.

Signed, sealed & delivered  
by the above named Contractor  
in the presence of

Witness:

- 1.
- 2.

Signed & Delivered on behalf of  
the Chairman & Managing  
Director, BSNL, by the

## TENDER APPLICATION SCHEDULE

### (FINANCIAL BID)

To:  
The Asst. General Manager (Planning)  
O/o. G.M.Telecom, Bellary.

Respected Sir,

**Sub:** OpenTender for underground cable construction and related works in Zone----- in Bellary  
SSA for 2009-10

**Ref:** NIT NO.....

I / We quote the following rates in respect of underground cable construction and related works in Zone-NO.....consisting of..... SDCAs as per the specifications shown in the tender notice.

The quantity mentioned in the schedule is only indicative

Sl No	Description of work	unit	Quantity Of work for evaluation of L-1	Rate Per unit)
1	a) Digging trenches 90 x 30 cms and laying U/G cable with bricks and reinstatement	Running meter	1 Km	Rs..... In words.....
	b) Digging trenches 90 x 30 cms and laying U/G cable without bricks and reinstatement	Running meter	1 Km	Rs..... In words.....
	c) Digging trenches 60 x30 cms and laying cable and back filling (for 5pr cable)	Running meter	1 Km	Rs..... In words.....
	d) Laying additional cable in the trench 1) 20 pair & above	Per meter	1 Km	Rs..... In words
	2) 5 pair cable	Per meter	1 km	Rs..... In words
	e) Laying cable through duct	Per meter	1 km	Rs..... In words.....
2	Jointing of cable (Straight and branch Joints and end to end testing) 1) 10 pr, 20 pr & 50 pr	Per joint	10 nos	Rs..... In words.....

	2) 100 pair & 200 pair	Per joint	10 nos	Rs..... In words.....
	3) 400 pair	Per joint	10 nos	Rs..... In words.....
	4) 800 pair and above	Per joint	10 nos	Rs..... In words.....
	5) 5 pair	Per joint	10 nos	Rs..... In words.....
3	Erection of DP with PVC/GI Pipe fitting from end of the trench, termination, Painting and Sign writing  External DP 10 pr	Per DP	10 nos	Rs..... In words.....
	Internal DP 10 Pr	Per DP	10 nos	Rs..... In words.....
	5 pr D.P	Per DP	10 nos	Rs..... In words.....
4	Construction of Pillar plinths (including cost of materials)	Per pillar	1 no	Rs..... In words.....
5	Erection of Pillar, painting and sign writing of pillars(including cost of paint)	Per Pillar	1 no	Rs..... In words.....
6	Refixing /Rehabilitation of DPs 5pr,10 pr and 20 pr	Per DP	1 no	

Place:  
Date:

Yours faithfully,

Signature  
Name and address  
Phone NO. IT PAN O