



BHARAT SANCHAR NIGAM LTD.

BID DOCUMENT
TENDER FOR UNDERGROUND CABLE
CONSTRUCTION WORKS

NIT2/PLG/U/GCABLE TENDER/2009-2010/01 dtd Madikeri the 3-2-2009

OFFICE OF THE GENERAL MANAGER,
Kodagu Telecom District,
Madikeri -571201

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Signature of the Bidder:

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

(Office of the General Manager, Kodagu Telecom District, Padmavathy Complex, Madikeri)

NOTICE INVITING TENDER

Tender for U. G. Cable Construction Works

NIT Number: N2/Cable laying Tender/2009-2010/1 Date of Issue: .

Properly sealed tenders (Packing PVC tape/Sealing wax) are invited for and on behalf of President of India by the General Manager, Kodagu Telecom District, Padmavathy Complex, Madikeri-571201 from the eligible enlisted contractors for the following works:

1. Name of Work : **Underground cable construction work**
 1. Area of Contract & eligible Contractors:

Sl.No	Name of the SSA	Zone No.	Tender No.	Eligibility class of Contractor.	Estimated Cost of the Work (in Rupees)	Cost of Bid Document (Not refundable)	Bid Security (In Rupees) EMD SD
01	KODAGU	01	NIT/UG cable/ Tender/09-10/1 Dtd 22.2.09	A-1,A,B,C	Rs.4000000/-	563/-	EMD 100000/- SD 200000/-

3. Period of contract : One year from the date of agreement (Until otherwise specified) or completion of work put to tender.

NOTE: SD is applicable to only successful bidder. EMD is compulsory to all bidders.

Signature of the Bidder:

4. Mode of Payment : Tender document should be purchased by paying cost of bid document in cash or DD drawn in favor of Accounts officer(Cash), O/o G. M. Telecom, Kodagu Telecom District, Madikeri-571201, payable at Madikeri. Bid security should be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favor of B. S. N. L., Kodagu T.D.
5. Tender document containing : Sub Divisional Engineer MM, O/o GM Telecom, Detailed description of work Kodagu Telecom District, Padmavathy Complex, And Terms & Conditions can Madikeri-57201. be had from
6. Sale of tender documents : **Between 10.00 hrs. to 16.00 hrs.** on all working days **from 14-3-2009 to 3-4-2009**
7. Time and last date of submission: **Up to 13.00 hours of 3-4-2009** of Bid
8. Time of Bid Opening : **15.00 hours of 3-4-2009**

The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted / received after expiry date and time. The GM Telecom, Kodagu. Telecom District reserves the right to reject any or all tenders without assigning any reason whatsoever.

General Manager Telecom
Kodagu Telecom District,
Madikeri-571201.

Signature of the Bidder:

8. Tenderer's Enlistment Details-
- a) Category :
 - b) Number :
 - c) Issuing Telecom Circle :
 - d) Issued on :
 - e) Valid up to :

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

9. Tenderer's Bank, its address and the current Account No. :

10. Permanent Income Tax number & Income Tax Circle :
(Please attach copy of the last income tax return.)

11. Infra-structural 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 mtr) :

d) Capacity of engaging mazdoors per day :

e) Particulars of vehicles available with the tenderer : 1)Type of Vehicle
 2) Registration number
 (Name & address to whom Registered)

f) Particulars of other machines possessed by the contractor
 Which can help in trenching, cable laying & pulling :

12. Details of Technical and Supervisory staff :

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

Place :

Date :

Signature of the Bidder/Authorised signatory:

Name of the Bidder :

Signature of the Bidder:

SECTION-II
BID FORM
TENDER FOR U/G CABLE & OF CABLE CONSTRUCTION WORK

Tender Number:N2/Cable laying/Tender/2009-2010/01

Date: 3-2-2009

To,

The General Manager Telecom,
BSNL, Kodagu Telecom District,
Padmavathy Complex,
Madikeri 571201.

Dear Sir,

Having Examined the conditions of contract and specifications including addenda No.

The receipt of which is hereby duly acknowledged, We, undersigned, offer to execute the work Underground Cable cable construction work in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, that we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

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

We agree to abide by this Bid for a period of 360 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated this.....day of..... (the year)

Signature of authorised Signatory:.....

In capacity

of:.....

Duly authorised to sign the Bid for and on behalf
of.....

Witness.....
Address.....
Signature.....

Signature of Bidder:

SECTION-IV

**BHARAT SANCHAR NIGAM LTD
(A Government of India Enterprise)**

(Office of the General Manager Telecom, Kodagu Telecom District, Madikeri-571201)

TENDER FOR U/G CABLE /OF CABLE CONSTRUCTION WORKS INSTRUCTION TO BIDDRS

A. INTRODUCTION:

1. DEFINITIONS

- a. **President of India:** The President of India means the President of India and his /her successors.
- b. **Government of India:** The Government or Government of India shall mean the President of India.
- c. **Department:** Department means Bharat Sanchar Nigam Ltd under Ministry of Communications, which invites the tenders on behalf of President of India. All references of:
 Department
 Chief General Manager
 General Manager
 Deputy General Manager / Area Manager / Director / Telecom District Manager
 Divisional Engineer
 Sub Divisional Engineer
 Junior Telecom Officer
 Chief Accounts Officer
 Accounts Officer
 Assistant Accounts Officer
 Junior Accounts Officer and
 including other officers in the Department, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the Department of Telecommunications under the Ministry of Communications, Government of India.
- d. **The SSA Head:** means the Head of SSA i.e. GM Telecom Kodagu Telecom District, Madikeri and the successors.
- e. **The Jurisdiction of (the SSA Head):** The jurisdiction of (the SSA Head) means Kodagu Telecom District which coincides geographically with Revenue Districts.

- f. **Representative of (the SSA Head):** Representative of (the SSA Head) means officer and staff for the time being in “Kodagu Telecom District” deputed by the GM Telecom for inspecting or supervising the work or testing etc.
- g. **Engineer-in-charge:** The Engineer-in-charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contact (minimum Divisional Engineer level Officer).
- h. **Site Engineer:** Site Engineer shall mean an SDE of the Department who may be placed by the General Manager Telecom, Kodagu Telecom District, Madikeri as in-charge of the work at site at any particular period of time.

Signature of the Bidder:

- i. **A/T Unit:** A/T Unit shall mean Acceptance and Testing unit of the BSNL.
- j. **A/T Officer:** An officer authorised by GMT to conduct A/T.
- k. **Contract:** The term Contract means, the documents forming the tender and acceptance thereof and the normal agreement executed between the competent authority of BSNL and the contractor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time, engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise require, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- l. **Contractor :** -The Contractor shall mean the individual, Firm or Company, enlisted with BSNL in accordance with the procedure for enlistment of contractors, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or successors of such firm or company and the permitted assignees of such individual, firm or company.
- m. **Work: -** The expression “**works**” shall unless there be something either in the subject or context Repugnant to such construction be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- n. **Schedule(s): -** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- o. **Site: -** The site shall mean the land/ or other places on, into or through which work is to be Executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract
- p. **Normal time or stipulated time: -** Normal time or Stipulated time means time specified in the work order to complete the work.
- q. **Extension of Time: -** Extension of Time means the time granted by the Department to complete the work beyond the normal time or stipulated time.
- r. **Date of Commencement of Work: -** Date of Commencement of Work means the date of actual commencement of work.
- S **Due date of completion: -** Due date of completion shall be the date by which the work shall be completed at site including clearance of site.

- t. **Duration of completion of work:** - The Duration of completion of work or completion time shall be specified in the work order plus extension of time granted, if any.
- u. **Excepted risk:** - Excepted risks are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented foods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

Signature of the Bidder:

3. **ELIGIBILITY OF BIDDERS:** - The invitation of bids is open to all Enlisted contractors as per their eligibility mentioned in Notice Inviting Tender (NIT) of this tender document.

B. THE BID DOCUMENTS:

3. BID DOCUMENTS:

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

3.1.1 Qualifying Bid:

- 3.1.1.1 Notice inviting Tender.
- 3.1.1.2 Bid Form.
- 3.1.1.3 Tender er's Profile.
- 3.1.1.4 Instructions to Bidders.
- 3.1.1.5 General (Commercial) Conditions of the contract.
- 3.1.1.6 Special Conditions of the Contract.
- 3.1.1.7 Scope of Work and jurisdiction of the contract.
- 3.1.1.8 UG Cable Construction Specifications.
- 3.1.1.9 Material Security Bond Form.
- 3.1.1.10 Agreement (Sample).
- 3.1.1.11 Letter of Authorisation for Attending Bid opening.
- 3.1.1.12 List of Documents to be submitted along with qualifying Bid.
- 3.1.1.13 Rates of Empty Cable Drums.

3.1.2. Financial Bid

- 3.1.2.1 Schedule of rates for construction

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

4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification on Bid Documents shall notify the Department AND shall respond in writing to any request for clarification of the Bid Documents. Copies of the query (without identifying the source) and clarification by the BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the Department will form part of the document.

5. **AMENDMENT OF BID DOCUMENTS:**

- 5.1 At any time, prior to the date for submission of bids, the department may, for any reason whether '*suo motto*' or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by telex or Fax to all prospective bidders on the address intimated at the time of purchase of bid document from the department and these amendments will be binding on them.

Signature of the bidder:

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

C. **PREPARATION OF BIDS**

6. **COST OF BIDDING:** - The bidder shall bear all costs associated with the preparation and submission of the bid. The department, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents;

- i) Bid security in accordance to clause no. 8.
- ii) Tender document(s), in original, duly filled in and signed by the tendering contractor or his authorised representative along with seal on each page. All corrections and overwriting must be initialled with date by the contractor or by his authorised representative.
- iii) The copy of Enlistment certificate issued by competent authority duly attested by a gazetted officer.
- iv) Latest income tax clearance certificate/PAN.
- v) The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- vi) Bid Form, duly signed in, as per Section-II.
- vii) Tenderer's profile, duly filled in, as per Section-III of the Tender document.
- viii) Original 'Power of Attorney' in case person other than the tenderer has signed the tender documents.
- ix) List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work.
- x) Enlistment certificate
- xi) Labour Registration
- xii) Service Tax Registration
- xiii) Pan Card Copy
- xiv) VAT Registration (WCT)

8. BID SECURITY:**9.**

- 9.1 The bidder shall furnish, as part of his bid, an **EMD** for an amount mentioned in Tender document. All bidders shall furnish EMD along with tender application and Security Deposit will be collected from the successful bidders only, before execution of the Agreement. No interest shall be paid by the department on Bid security (EMD&SD) for any period, what so ever.
- 9.2 The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 8.7.
- 9.3 Bid security shall be paid in the form of Crossed Demand Draft issued by a scheduled Bank, drawn in favor of "BSNL, Madikeri TD." payable at Madikeri.
- 9.4 **A bid not secured in accordance with para 8.1 & 8.2 shall be rejected by the Department as non responsive.**
- 9.5 The EMD of the unsuccessful bidder will be refunded .
- 9.6 The successful bidder's EMD will be compulsorily be converted to part of performance security deposit in accordance with clause 25.
- 9.7 Unsuccessful Tenderers are required to furnish the pre receipt for refund of EMD.

Signature of the Bidder:

9.8 The bid security shall be forfeited:

9.8.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

9.8.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department or

9.8.3 In case of a successful bidder, if the bidder fails:

- i) to sign the agreement in accordance with clause 25, or
- ii) to furnish Material Security in accordance with clause 26.

9. BID PRICE:

The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies in case of works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by the Department (At the District Telecom Stores) or otherwise to execute the work under the contract, at 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. The offer shall be firm in Indian Rupees.

9.1 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.

9.2 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (Financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc. Into account.

10. PERIOD OF VALIDITY OF BIDS:

10.1 Bid shall remain valid for 360 days from date opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE DEPARTMENT AS NON-RESPONSIVE.

10.2 The department reserves the right to request the lowest 3 (Three) bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity **will not be permitted to modify his bid.**

11. SIGNING OF BID:

11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. (**Note:** The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference).

11.2 The bid shall not contain any inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

SUBMISSION OF BIDS**12. METHOD OF PREPARATION OF BID:**

12.1 Bid for each tender should be submitted in “**Three**” envelopes placed inside a main cover. These envelopes should contain the following.

12.2

ENVELOP	COVER TO BE MARKED AS	CONTENTS OF THE ENVELOP
First	Bid Security	Containing bid security as per clause 8.
Second	Qualifying Bid	Containing documents as per clause 7 except Bid security.
Third	Financial Bid	Rates duly quoted by the bidder in the Prescribed format.

“Financial Bid” must be clearly mentioned On all these envelopes the name of the firm and whether “Bid Security” OR “Qualifying Bid” OR Financial Bid and should be properly sealed (with sealing Wax / Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing Wax / Packing PVC tape). **The tenders which are not submitted in the above mentioned manner shall be summarily rejected.**

12.2 All the envelopes (3 inner & one outer) must bear the following;

TENDER FOR U.G. CABLE / O. F. CABLE CONSTRUCTION WORKS**“NOT TO OPEN BEFORE DUE DATE OF TENDER”**

(Tender No. -----)

(Name of the SSA.----- & Name of the Zone No.-----
-----).

12.3 The tenderer will be bound to follow all terms & conditions and specifications as detailed in the Tender Documents.

12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

12.5 The tender should be addressed to DE (A&P) O/O General Manager Telecom Padmavathy Complex Madikeri - 571201

Signature of bidder

13 **SUBMISSION OF BIDS:**

- 13.1 Tenders should be dropped in person in the tender box placed in the office of DE (A&P), O/o G. M. Telecom, Padmavathy Complex, Gowli Street, Madikeri-571201, before the closing date & time of tender, as mentioned in NIT. The tenderer has to ensure the delivery of the bids at the correct address. The department shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of the tender box will not be entertained by the SSA head or any of the subordinates or will not be allowed to be dropped in the tender box.
- 13.2 **Postponement of Tender Opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tenders shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the news papers in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 13.3** The Government of India, if subsequently, declares the date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

Signature of the Bidder:

14 LATE BIDS:

14.1 Tenders will not be received after the specified time of closing of the tender and the same shall be **rejected and returned unopened to the bidder**. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

15 MODIFICATIONS AND WITHDRAWALS OF BIDS:

15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with wax / packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

15.2 No bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION:**16 OPENING OF BIDS BY THE DEPARTMENT:**

16.1 The Department shall open the bids in the presence of bidders or his authorised representative who choose to attend, at 15.00Hrs. on due date. Only one bidder/representative of the bidder (authorized) will be allowed to participate in tender opening process. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in **section-XI**).

16.2 A maximum of Two (2) representatives for any bidder shall be authorised and permitted to attend the bid opening.

16.3 The Bid shall be opened in the following manner:

16.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. All the members shall initial on the outer envelopes of all the bids with date.

16.3.2 The envelopes containing the tender offer and not properly sealed, as required vide para 16.3.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reason for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

16.3.3 First the outer envelope containing the three inner envelopes be opened. The bid opening committee shall initial on all three inner envelopes with date.

16.3.4 Among these three envelopes, the envelope marked "**BID SECURITY**" shall be opened first and examined.

16.3.5 The bidders who have submitted proper bid security as per tender document, their "**QUALIFYING BID**" shall be opened and papers / documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

Signature of bidders

16.3.6. After recording of “Qualifying Bid” the TOC will place all the financial bids submitted by the bidder in an envelope and will seal it with a wax for keeping in safe custody.

The Financial Bid shall be opened in the following manner;

The envelope marked “**Financial Bid**” will be opened only for qualifying tenders in “**Qualifying Bid**”.

16.3.6 The date and time of opening of “Financial bid” shall be conveyed to all the bidders who have qualified in qualifying bid and their representative shall be allowed to attend the financial bid opening.

16.3.7 After opening the “Financial Bid” the bidders name, bid prices, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate; will be announced at the opening.

16.4.4 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

Signature of the Bidder:

17 CLARIFICATION OF BIDS BY THE DEPARTMENT:

TO ASSIST IN EXAMINATION, EVALUATION AND COMPARISON OF BIDS, THE DEPARTMENT MAY, AT ITS DISCRETION ASK THE BIDDER FOR CLARIFICATION OF HIS BID. THE REQUEST FOR ITS CLARIFICATION AND ITS RESPONSE SHALL BE IN WRITING. HOWEVER, NO POST BID CLARIFICATION AT THE INITIATIVE OF THE BIDDER SHALL BE ENTERTAINED.

18. PRELIMINARY EVALUATION:

- 18.1 Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required surities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.**
- 18.3 Prior to the detailed evaluation, pursuant to clause 22, the Department will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which confirms to all the terms and conditions of the bid documents without deviations. The Department's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.4 A bid determined as substantially non-responsive will be rejected by the Department and not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**
- 18.5 The department may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided that such waiver do not prejudice or affect the relative ranking of the bidder

19 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BID:

- 19.1 The Department shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.
- 19.2 The evaluation and comparison of responsive bids shall be on the percentage deviation (above / below / at par) offered and indicated in schedule of rates of the bid documents/or L1 rates as per revised procedure.

20 **CONTACTING THE DEPARTMENT:**

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

21 **AWARD OF CONTRACT:**

- 21.1 The department shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 21.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the department and the contractor.

Signature of the Bidder:

22. DEPARTMENT'S RIGHT TO VARY QUANTUM OF WORKS:

The Department, at the time of award of work under the contract, reserves the right to decrease or increase the work + or - 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

23. DEPARTMENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the department's action.

24. ISSUE OF LETTER OF INTENT:

24.1 The issue of letter of intent shall constitute the intention of the department to enter in to the contract with bidder. Letter of intent will be issued as offer to the successful bidder.

24.2 The bidder shall with in 21 days of issue of letter of intent, give his acceptance along with **material security** in conformity with clause 5.(1) section-III, provided with the bid documents

25. SIGNING OF AGREEMENT:

25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the department with in a week of submission of material security as per clause 24.2 above.

25.2 As soon as the tender is approved by the competent authority, the bid security deposited by the successful bidder shall be compulsorily converted into the performance security deposit, which will be held by the department till the completion of warranty period.

26. ANNULMENT OF AWARD:

Failure on the part of the successful bidder to comply with the requirement of clause no. 25 shall constitute sufficient ground for annulment of award of contract and for forfeiture of bid security. Under such condition the department may make the award of contract to any other bidder at the discretion of the department or call for new bids.

Signature of the Bidder:

SECTION-V

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by the department for the execution of cable construction works.

2. STANDARDS:

The works to be executed under the contract shall confirm to the standards prescribed in the construction practices manual for U/G cables & O.F. cables.

3. PRICES:

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

3.2 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes / duties will not affect the price during this period.

4. SUBCONTRACTS:

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

5. SECURITY:

(i) MATERIAL SECURITY:

- a. The successful tenderer will have to deposit/ minimum material security FOR Rs 2,00,000/-as mentioned in the scope of work in the form of Bank guarantee (valid up to and including six months after the period of contract), from a scheduled bank. This should be furnished in the material security bond form provided in the bid document, **section-IX**. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favor of “**BSNL, Kodagu TD**” issued by a scheduled bank payable at **Madikeri**. The material security will be a non-interest bearing deposit, for any period what so ever.
- b. The contractor at any point of time will not be issued stores costing more than material security, then the material security will be suitably enhanced. In this regard the decision of the SSA Head shall be final and binding.
- c. The proceeds of the material security shall be payable to the department as a compensation for any loss resulting from the contractor’s failure to handle properly the material issued to him under the contract.
- d. The material security shall be released/refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of “**No Due Certificate**” from the **Engineer-in-charge**.

(ii) PERFORMANCE SECURITY:

- a. The Department, at the time of making any payment to the contractor for the work done under the contract, shall deduct a sum equal to 10% of running bills/final bill in addition to the sum already deposited as security deposit (due to conversion of bid security).
- b. The proceeds of the performance security shall be payable to the department as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- c. The performance security shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work / or violation of any terms and conditions of the contract as stipulated in the bid document.
- d. No interest will be paid to the contractor on the security deposit.

Signature of the Bidder:

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

- 6.1 The work order shall be issued so as to include all items of work of one or more primary cable(s) or OF cable (in large exchange systems (MDF to pillar **and/or** pillar to DPs) or for entire exchange area in case of small and medium exchanges. The idea behind issuing work orders in this way is to ensure that the network becomes ready from MDF to Pillar **and/or** Pillar to DPs for release of connections on completion of works entrusted against the work order. This makes it possible for ensuring end-to-end testing of cable pairs. The contractor shall organise the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time. If there is a trench common to number of primary cables works, which are to be given in different work orders, the common trench may be given in one work order and in other work orders only laying of cables in that common trench and other works shall be mentioned. The work shall be taken up in such a way that cable are available from MDF to Pillar or Pillar to DP in a shortest possible time.
- 6.2 **Work orders shall be issued by the Sub Divisional Engineer in-charge of cable construction works or Sub Divisional Engineer in-charge of the Exchange area** after examining the technical and planning details of the works to be executed.
- 6.3 If due to any reason partial work order to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager/SSA head not below the rank of Deputy General Manager.
- 6.4 The Sub Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- 6.5 The department reserves the right to cancel or modify the scope of work stipulated to be carried out, as per the work order, in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the Head of SSA, the contractor is not executing the work at the required pace.

1. EXTENSION OF THE TIME LIMIT:

7.1 GENERAL:

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

Signature of the Bidder:

7.2 Application for the Extension of the Time and Sanction of Extension of Time (EOT):

- 7.2.1 There may be some hindrance, other than covered under *force majeure*, while execution of work. In such cases the contractor shall apply in writing in the prescribed form (Part-A) to the Engineer-in-charge for extension of the time (EOT), on account of which he desires the extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (The officer who is in-charge of cable construction) with his detailed report and photo copy of the hindrance register, in the prescribed form (Part-B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
- 7.2.1.1 The application contains the ground(s), which hindered the contractor in execution of the work.
- 7.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 7.2.2 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- 7.2.3 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of the competent authority.

- 7.2.4 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-in-charge.
- 7.2.5 If the competent authority is of the opinion that the grounds shown by the contractor are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

7.3 Grant of Extension of Time without Applications:

- 7.3.1 There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to the department. In such cases, the Engineer in-charge with the approval of competent authority to sanction EOT, may issue extension of time *suo motto* without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The Government will, However, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

Signature of the Bidder:

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:

8.1 Measurement:

8.1.1 The measurement books are to be maintained by the officer in-charge of the worker his immediate Engineering subordinate not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the correction, the correction thus made shall be signed with date by the competent officer.

8.1.2 Responsibility of taking and recording measurements: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly in-charge for supervision of work, shall be solely responsible for **100%** of measurements. The Sub Divisional Engineer, where Junior Telecom Officer is supervising officer, shall be responsible for conducting test check of **50%** of measurements.

8.1.3 Methods of recording of nomenclature of items: Complete nomenclature of items, as given in the agreement need not be reproduced in the measurement book for recording the measurements but corresponding Item Code as provided, shall be used.

8.1.4 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 one work order shall be divided into a number of segments each of maximum 100 meters length bounded by identifiable landmarks at both ends of the segments. If landmarks are not available, length of segment may be maintained at 100meters. One segment shall cover only one type of trench. The measurement of depth shall be recorded at each point of measurement (POM), in the measurement book in meters up to decimal points. For example 97 cms depth shall be recorded as 0.97 m. 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 0 M, 10 M, 20M, 30M, 40M, 50M, 60M & 70M. The last POM shall be at 75th M to be recorded against Residual POM. For each segment average depth shall be worked out by dividing the total depth by number of POMs. The measurements of depths shall be recorded in measurement book.

The efforts required to excavate trench 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 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 the relaxation has been granted by the competent authority for less depth.

Signature of the Bidder:

<u>Sl. No.</u>	<u>Depth X Width Between</u>	<u>Rates applicable .</u>
1	If approved basic rate for 90cmx30cm.....	Say 'B'
2	For trenches of 165cm X 45cm specification In r/o O. F. cable works.....	2 X B
3	For trenches of 120cm X 40cm specification	1.4 X B
4	For trenches between 121cm X 45cm to 164cm X 45cm..	Proportionate of rate'1.4XB'
5.	For trenches between 91cm X 40cm to 119cm X 40cm	Proportionate of rate 'B'
6.	For trenches between 80cm X 30cm to 89cm X 30cm	75% of rate 'B'
7	For trenches between 70cm X 30cm to 79cm X 30cm	65% of rate 'B'
8.	For trenches between 60cm X 30cm to 69cm X 30cm	50% of rate 'B'
9.	For trenches between 50cm X 30cm to 59cm X 30cm	40% of rate 'B'
10	For trenches between 40cm X 30cm to 49cm X 30cm	30% of rate 'B'
11	For trenches between 30cm X 30cm to 39cm X 30cm	20% of rate 'B'
12	For trenches between 20cm X 30cm to 29cm X 30cm	NIL
13	For trenches between 10cm X 30cm to 19cm X 30cm	NIL
14	Below 10cm X 30cm	NIL

* **Measurements of Lengths and profiles of strata and protection.**

The measurements of length of trenches are on running meter basis for particular category of surface strata viz. Non-surfaced strata, surfaced strata irrespective of type of soil encountered while digging.

The length of trenches dug in different strata in a segment shall be measured and recorded item code-wise in the measurement book. The segment length from POMs and total of item code-wise length should match.

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 checked with the marking of lengths of cables. The length 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,

- Erection, termination, painting and sign writing of DPs.
- Construction of Plinths and erection, painting and sign writing of Pillars.
- Termination of distribution cables on DPs etc.

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

8.1.6 The Divisional Engineer, before passing the bill for sections covered by each set of measurements, may carry out test check by re-opening the trench in as many locations as necessary, as specified in the document '**Procedures for underground cable construction**'. When the D. E. is personally satisfied of the correctness of entries in the Measurement Book and also when the other aspects of work are satisfied as per the terms of the contract then only the bill can be passed. 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.

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

8.2. Inspection and Quality Control:

8.2.1 **The Quality of Works:** The importance of quality of underground cable construction works cannot be over-emphasized. The quality of Telecom service largely depends on the quality of external plant of which U/G & O. F. cable portion covers the major portion. The U. G. cables are vulnerable to damages due to work of other agencies.

8.2.2. The quality of U. G. cable plant depends upon the quality of individual items of work involved viz, Depth of cables laid, care whole paying and laying, Protection, Jointing of cables and termination on MDF, Pillars and DPs and at least but not the last on documentation of cable network. In order to ensure quality in cable construction work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

8.2.3. It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with the specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that the works are carried out as per specifications and with due diligence and in professional manner. The contractor(s) shall satisfy himself/themselves that the work conforms to the quality of specifications before offering the same to A/T wing for Acceptance and Testing.

8.2.4. An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).

8.2.5. In addition to Acceptance testing carried out by A. T. wing Supervision by Construction Officers, all works at all times shall be open to inspection of the department. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

- 8.2.6. **Site Order Book:** The site order book is one of the primary records to be maintained by the JTO supervising the works during the course of execution of the works. The noting made by officer as well as by the contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the Site Order Book. The site order book is to be maintained in the prescribed format. The contractor or his authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.
- 8.3. Testing and Acceptance Testing:**
AT is to be conducted as per BSNL HQ Lr No 7-7/2006/PHM dtd 30-5-2006Endt Vide CGMT BG Lr No OP/Mtce.25-29/III Dtd 12-6-2006,5 Pr Cable AT to be conducted by T&D circle and certificate to be enclosed in the UG Cable Bill.
- 8.3.1 The work shall be deemed to be completed only after the same has been accepted by A/T officer. The contractor shall make the test pits at the locations desired by A/T officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.
- 8.3.2 **Scope of Acceptance and Testing:** The purpose acceptance and testing is to verify the integrity of measurement and quality of work done. The A. T. Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taken by the A. T. Officer found to be less than the measurements recorded by the construction officer the measurement taken by the A. T. Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A. T. Officer without any additional cost to the department.
- 8.3.3 **Offering the work for acceptance and testing:** The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A/T, shall offer the work to A/T officer for conducting acceptance and testing. The work shall be offered for A/T as soon as the work of primary cable from MDF to Pillar or work of distribution cable from Pillar to DPs are completed in all respect. The work against any work order can be offered for A/T in a number of such stages.
- 8.3.4 The contractor shall provide labour, if demanded by the A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payments shall be made for digging of test pits.
9. **WARRANTY:**
- 9.1. The contractor shall warrant that the materials supplied for the work shall be new and free from all defects & faults. And also he shall warrant that the workmanship and manufacture of the materials be of the highest grade and consistent with established and generally accepted standards of the type ordered. And shall perform in full conformity with the specifications and drawings prescribed. The contractor

shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quality of materials etc. And the contractor shall remedy such defects at his own cost when called upon to do so by the Department who shall state in writing in what respect stores are faulty. This Warranty shall survive inspection, or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the acceptance testing.

9.2. If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material, the provisions of this clause shall apply to the portion/portions of the material replaced or renewed or until the end of above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the department, the Department may proceed to do the work at the contractor's risk and cost, but without prejudice to any other rights, which the department may have against the contractor in respect of such **defects**.

9.3. **The Cable joint shall be guaranteed for a period of ONE YEAR from the date of closing of joint.** In case failure of joint due to poor workmanship i. e., failure of joint without external damage, within the stipulated period of guarantee, the contractor shall repair the joint(s) at his own cost within 24 hours of informing him. If the contractor fails to repair the joints within the stipulated period the department may carry out the said repair work. In such cases a penalty equal to five times the approved rate of the jointing work plus cost of materials used will be recovered from the contractor's pending bill/SD or from any other amount payable to him by the department. This will be done without prejudice to any other action as per terms and conditions of the tender. The cost of jointing kit, supplied by department, so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled.

9.4. Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

10. **AUDIT AND TECHNICAL EXAMINATION:**

10.1 The BSNL shall have the right to cause an audit and technical examination of the work on the final paid bill of the contractor including all supporting vouchers, abstract etc of the bill. While causing such audit and technical examinations as stated above, if any amount is found to be overpaid to the contractor in respect of certain work or any amount paid to him is found to be a part of non- executed work under the contract, then the contractor shall be liable to refund the entire amount of over payment. It shall be lawful for the Government to recover the same from him in the manner prescribed in clause mentioned under the heading "Payment of Bills" (same chapter), or in any other manner legally permissible. If it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, such amount under payment shall be duly paid by BSNL to the contractor.

- 10.2 Provided the Government shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short, where such payments have been agreed upon between the Divisional Engineer/his subordinate officer on one hand and the contractor on the other hand, any term of the contract permitting payment for work after assessment by the SSA head or his subordinate officer.
- 10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government.

11. PAYMENT TERMS:

11.1 Procedure for preparation and settlement of Bills:

- 11.1.1 The work order shall contain work of one or more primary cables and/or distribution cable works of one or more pillars. As stated earlier the work has to be organized in such a way so that the cables are available for release of connections at the earliest. In line with this thinking, the contractor should carry out the works in a systematic manner either of a primary cable or a number of primary cables on the same route or distribution cables of a pillar in one stretch (including OF cables also). All items of work involved in this unit work (MDF to Pillar and Pillar to DPs) shall be completed in all respects before preferring the bills of the work. The provision of running bill has to be made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time. The procedure for preparation of running and final bills is enumerated as under.

Signature of the Bidder:

- 11.1.1.1 **Procedure for preparation, processing and payment of running bills:** The contractor shall prepare the running bills in triplicate ensuring execution of part of work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to SDE in-charge of the work. The bills shall be prepared accurately and as per the measurements recorded in the measurement book and after acceptance testing of all the items involved in the work. The contractor should submit the running bill within 10 days after Acceptance and Testing. The SDE in-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the SDE to ensure whether defects pointed out during execution have been rectified or not. The SDE in-charge of work shall scrutinize the bills and accord necessary certificate and submit the running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.
- First copy of bill with first copies of measurement sheets of measurement book and A/T reports. (Payable Copy)
 - Second copy of bill with second copies of measurement sheets of measurement book and A/T reports. (Not for Payment)
 - Third copy of the bill with photocopies of measurement sheets and A/T reports. (not for Payment)
- 11.1.1.2 The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificate on the bills. The Divisional Engineer shall retain the third copy in record and record it in the estimate file maintained in his office and send first and second copies with all documents to works section of Planning cell for processing of bills and release of payment.

Signature of the Bidder:

11.1.1.3 The work section of Planning cell shall process the bills in the estimate file of the concerned work and scrutinize the bills vise-a-vise work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works section, by the officer competent to pass the bill. Against any running bill, payment to the extent of only 90% shall be made which shall be treated as an advance to the contractor. 10% of the bill amount towards performance security deposit and statutory taxes applicable to contract shall be deducted at the time of payment from each running bill. Account payee cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contract's ledger by works section of the planning cell.

11.1.1.4. In certain exceptional cases where the work relating to a running bill cannot be completed within the reasonable time due to non-availability of stores or due to any other reason for which the department is responsible for the delay, the concerned delegated Authority may permit payment of running bill (prepared without completing the work end-to-end for that unit of work) to the extent of 70% so that the contractor does not face resource crunch. Such payment shall be treated as an advance payment to the contractor like any other running bills.

11.1.2 Procedure for preparation, processing and payment of final bill: The contractor shall prepare the final bill all the work in triplicate and submit the same to S. D. E. in-charge of the work within 30 days of acceptance and Testing. Bills should contain the PAN No. of the contractor, /VAT Regn. No./Service Tax Regn. No. whenever the same is claimed to be deducted from the bill. The payment shall be made within three months of submission of bill if the amount of the contract is up to Rupees Two Lakhs and within Six months if the same exceeds Rupees Two lakhs. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details:

- The bill for all the quantities as per measurements at the approved rates.
- Adjustment of amount received against running bills.
- Adjustment of performance security deposit and statutory taxes already recovered.
- Store reconciliation statement furnishing account of stores received against the work order and returned to the designated store godown as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- Letters of grant of EOT(s), if work could not be completed within stipulated time.
- Test certificate of bricks.

11.1.2.1 The SDE in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and Terms & Conditions of the contract. The SDE shall verify the quantities of items of work with reference to

measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T officer). The SDE in-charge of work shall submit the final bills to the Divisional Engineer, along with other documents mentioned above, and with the documents mentioned hereunder.

- Bill prepared by the contractor.
- Material reconciliation statement.
- Measurement Book.
- A/T certificates.
- The site order book.
- The hindrance register.
- Details of recoveries/penalties for delays, damages to Department/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report need to be submitted.
- Details of empty cable drums cost, which is to be recovered from the bill.

Signature of the Bidder:

- 11.1.2.2 The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy of the bill along with photocopies of the other documents and record the same in the estimate file. The first and second copies of the bill, measurement book and other documents submitted by SDE along with the bills as above are to be forwarded to work section of planning cell for processing and final payments.
- 11.1.2.3 The work section of Planning cell shall process the bills in the estimate file of the concerned work and scrutinize the bills Visa-a-visa work order issued, sanctioned provision in the estimate etc. The work section shall scrutinize the bill and recover all the liabilities of the contractor and statutory taxes besides 10% payments against security deposit. The bill shall be passed by the officer competent to pass the final bill, after necessary scrutiny in works section.

11.2. Procedure for Payment for sub standard works:

- 11.2.1 The contractor is required to execute all the works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or any materials/articles provided by the contractor for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract specifications, (referred to as standard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing mentioning the substandard workmanship of the contractor specifying the work, materials or articles.
- Timely action by Construction Officers:** Timely reporting and action can prevent occurrence of sub standard work to a great extent, otherwise it will be difficult to rectify later on. It is incumbent on the part of the construction officer to point out the defects in work in time during progress of the work. The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report on occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. The Divisional Engineer in-charge should serve a notice on the contractor pointing out the sub standard work done by him and should ask the contractor to rectify/replace/remove the sub standard item of work giving a definite time period within which such rectification / removal / replacement has to be done. Before expiry of notice period if the contractor fails to rectify/replace/remove the sub standard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor. This course of action shall be implemented during the time of work in progress.
- 11.2.2
- 11.2.3 Non-reporting of the sub standard work in time on the part of the Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.

- 11.2.4 **Authority and procedure to accept sub standard work and payment thereof:** There may be certain items of work pointed out as sub standard and is difficult to rectify and which in the opinion of SSA Head will not materially deteriorate the quality of service provided by the construction. In such cases the SSA Head shall appoint a committee to work out the reduced rates payable to the contractor for the particular item of sub standard works. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of cable construction involving sub standard items of work, as Chairman and one SDE (Planning) and an Accounts officer as members. The committee shall take into account the approximate cost of the material/work pointed out as sub standard and recommend the rates payable for sub standard work which shall not exceed 60% of the approved rates of the item in question.
- 11.2.5 **Record of sub standard work:** The items adjudged as sub standard shall be entered into the measurement book with red ink.

Signature of the Bidder:

12 DISPOSAL OF EMPTY CABLE DRUMS:

- 12.1. The contractor shall be responsible for disposing off the empty cable drums after laying of the cable. The competent authority, taking into account the prevailing market rates, has fixed the cost of various sizes of cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.
- 12.2. Rates fixed for various types of empty cable drums are given in the Tender document (Qualifying Bid). The rates are fixed and there is no percentage above or below applicable on these rates. Rates accepted shall be deducted from bills/amount due to contractors /SD
- 12.3. The contractor shall be responsible for the accounting of cable drums issued and shall mention the number and types of cable drums in the bill so that the amount is deducted from the bills due.
- 12.4. The contractor shall not be allowed to dump the empty cable drums in Govt./Public place, which may cause inconvenience to Govt./Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, the department is at liberty to dispose off the drums in any manner deemed fit and also recover the amount fixed in this contract for empty drums along with transportation charges (to be decided by the SSA Head) from the bill/security deposit/any other amount due to the contractor.

13. PENALTY CLAUSE:

13.1 **Delay in the Contractor's Performance:**

- 13.1.1.. The time allowed for completion of the work, as entered in the tender, shall be strictly adhered by the contractor and **shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from 7th day of issue of work order by the department.** The work shall be proceeded with all diligence to achieve the desired progress uniformly and throughout the stipulated period of contract. In case of any delay in completing the work by the contractor within the targeted date mentioned in the work order the contractor shall pay a penalty amount equal to 1% (one percent) of the amount of work awarded to the contractor in the work order for every one week delay in completion of work. This penalty is subject to a maximum of 10% (Ten Percent) of the cost of the work awarded in the work order.
- 13.1.2. If, on any date, the penalty payable (as above) by the contractor reaches 10% (Ten percent) of the estimated cost of the work, then the contractor should proceed with the work only after getting written permission from the Divisional Engineer concerned. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer. One of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.
- 13.1.3. Penalty for delay in completion of work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other

contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

13.1.4. In case of slow progress of work in a section which have been awarded to a contractor, and the public interest does not permit extension of time limit for completion of the work, then the G. M. will have the full right to order for the restriction of the scope of the contractor to such a fraction of the whole work that the balance can be got done at the risk and at the cost of the contractor. The details are given in rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.

13.1.5. The General Manager reserves the right of canceling the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days from the date of issue of work order. The work order issuing authority shall mention the target date for commencement and completion of the work awarded in the work order. If the commencement of work is delayed beyond the targeted date in the work order a penalty of Rupees 100/= (one hundred) per each day of delay beyond the target date should be levied and recovered from the bill of the contractor. If the delay in commencement of work is due to departmental reason a corrigendum to the work order should be given by the SDE concerned postponing the target dates of commencement/completion. In case commencement delay due to contractor's reason is prolonged for more than a month then action must be initiated to **Blacklist** the contractor by the concerned Divisional Engineer in-charge.

13.2. **Penalty for causing inconvenience to the Public:**

To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of laying of cable by digging paved surfaces. In the event of contractor failing to comply with these conditions a penalty recovery of Rs. 300/- per day the trench is kept open beyond the time allowed to do so may be imposed by the department. This penalty will be in addition to that payable for delay or slow work..

13.2.1.

13.2.2. The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt. /Public place, which may cause inconvenience to Govt. /Public. If the contractor does not dispose off the empty cable drums/waste materials with in 3 days of becoming empty, the department is at liberty to dispose off the same in any manner deemed fit. And the department shall recover the amount fixed in this contract for empty cable drums etc. from the bill/security deposit/along with the costs incurred by the department in disposing off such materials. The department may also levy a penalty up to Rs. 1000/- (One thousand) for each such default.

Signature of the Bidder:

- 13.2.3. If any such penalty is levied on a contractor for more than 2 (Two) occasions, then the contract could be terminated. In this regard the decision of the SSA Head shall be final and binding.

13.3. Penalty for cutting/damaging the old cables:

- 13.3.1. During excavation of the trench utmost care is to be taken by the contractor, so that the existing underground cables are not damaged or cut. In case any damage/cut is done to the existing cables, a penalty as per the schedule given below will be charged and recovered from the running bills of the contractor;

Size of existing cables cut/damaged	Amount of penalty per cut/damage
Up to 100pair cable	Rs. 500.00 (Five Hundred)
Above 100pair & up to 400pair	Rs. 1000.00 (One thousand)
Above 400pairs	Rs. 2000.00 (Two thousand)

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

13.4. Penalty for damaging the stores/materials supplied by the department while laying:

- 13.4.1. The contractor while taking delivery of materials supplied by the Department at the designated place shall thoroughly inspect all items before taking over the same. In case of execution of the work, if any material found damaged/working unsatisfactorily, then a penalty equivalent to the cost of the material + 10% will be recovered from the contractor's payments/securities under a prior notice to the contractor.
- 13.4.2. In case of damage to PIJF cables, while laying, the cost of number of pairs damaged (including laying charges, transportation/storage charges) adding 10% as penalty shall be recovered from the contractor's bills/securities.
- 13.4.3. However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

13.5. Penalty for delayed submission of bills:

- 13.5.1 If the submission of bill (Running/Final) is delayed by the contractor beyond the prescribed period, mentioned in the previous clauses, a penalty at the rate of 0.25% of the amount of the bill (per every week of delayed submission) should be recovered from the bill subject to a maximum of 5% of the concerned bill amount.

Signature of the Contractor:

13.5.2 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 authorized with applicable penalties mentioned in the bid documents by the heads of circles only, after detailed investigation & on appeal by the contractor.

14. Rescission / Termination of contract:

14.1. Circumstances for rescission of contract:

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

- a) If the contractor commits breach of any item of terms and conditions of the contract.
- b) If the contractor suspends or abandons the execution of work and the Engineer in-charge of the work comes to the conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c) If the contractor had been given by the Officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

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

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

14.2.2. The unused material (supplied by the department) available at site, shall be transported back by the department to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then penalty shall be recovered from the contractor as per conditions in the Tender Documents, bid.

14.2.3. The unexecuted work shall be got executed through the qualified bidder from amongst the other bidders, who participated in the bidding process, by giving them offers by their order of ranking (L2, L3 etc.) at their quoted rates. If the work was awarded on single tender basis then the department shall get the unexecuted work completed through any other contractor approved in the SSA at the approved rates of that particular section or shall be got it done by the department. This is as per the convenience or expedience to the department **at the risk and cost of the contractor**. In such an event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by the BSNL. In this regard the decision of the SSA Head shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him, shall be borne and paid by the original contractor.

This shall be deducted from any money due to him by the BSNL under the contract or any other account whatsoever any where in the department or from the security deposit.

- 14.2.4. The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contract, provided always that action shall only be taken after giving notice in writing to the contractor.

14.3. **Termination for Insolvency:**

- 14.3.1. The Department may at any time terminate the Contract by giving written notice to the contractor, without compensation, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court. This action is subject to the effect that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the Department.

14.4. **Optional Termination by the BSNL (Other than due default of the Contractor):**

- 14.4.1. The BSNL may, at any time, at its option can cancel and terminate the contract by giving written notice to the contractor. In such case the contractor shall be entitled to get payment for the work completed up to the time of such cancellation of contract. Also a reasonable compensation can be given in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.
- 14.4.2. In the event of termination of the contract, the contractor shall forthwith clear the site of all contractor's materials, machinery and equipment's and hand over possession of the work/ operations concerned to the BSNL or as the BSNL may direct.
- 14.4.3. The Government may, at its option, cancel or omit the execution of one or more items of work under the contract and may part of such items without any compensation whatsoever to the contractor.

14.5. **Issuance of Notice:**

- 14.5.1. The Divisional Engineer in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing him/her to take corrective action. A definite time period for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time period, the Divisional Engineer in-charge shall submit a draft final notice along with a detailed report to the competent authority who had accepted the contract.

Signature of the Bidder:

The **final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice;

- a) **During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the Department.**
- b) The contractor shall give in writing the tools and plants that he would like to take away/remove from the site. Such of the materials that belong to him and which may not be required for future execution of work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate departmental security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

15. INDEMNITIES:

15.1.1 The contractor shall at all times hold the BSNL Harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charge claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers, and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relation to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expenses and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition to it the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses, losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

15.2 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

16. FORCE MAJEURE:

16.1. In any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have such claim for damages against the other in respect of such non-

performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Department as to whether the works have been so resumed or not shall be final or conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

- 16.2 Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the contractor at a price to be fixed by the Department, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of execution of the contract, in possession of the contractor at the time of such termination of such options thereof as the Department may deem fit excepting such materials, bought components and stores as the contracts may with the concurrence of the Department elect to retain

ARBITRATION:

- 16.2.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Karnataka Circle, Bangalore or in case his designation is changed or his office is abolished, then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, BSNL Karnataka Circle or by whatever designation such officers may be called (therein after referred to as the said officer) and if the Chief General Manager, Karnataka Circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Compilation Act, 1996. There will be no objection to any such appointment that the arbitrator is a BSNL Servant or that he has to deal with the matter related to the agreement or that in the course of his duties as BSNL Servant if he expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In case the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever, then the Chief General Manager or mentioned above officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement. The person so appointed shall entitled to proceed from the stage at which it was left out by his predecessors.
- 16.2. The arbitrator may with consent of parties enlarge the time for making and publishing the award subject to aforesaid Indian Arbitration and Abolition Act, 1996 and the Rules made thereunder, any modification thereof for the time being shall be deemed to apply to the arbitration proceeding under this clause.
- 16.3. The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Karnataka Circle Bangalore or such other places as the arbitrator may decide. The following procedures shall be followed;
- 16.3.1. In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- 16.3.2. There should not be a joint submission with the contractor to the sole Arbitrator.
- 16.3.3. Each party should submit its own claim severally and may oppose the claim put forward by the other party.

- 16.3.4. The onus of establishing the claims will be left to the contractor.
- 16.3.5. Once the claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 16.3.6. The points of defence will be based on actual conditions of the contract.
- 16.3.7. Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 16.3.8. The question whether these conditions are equitable shall not receive any consideration in the preparation of points of defence.
- 16.3.9. If the contractor includes such claims in this submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

17. SET OFF:

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

Signature of the Bidder:

SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The work shall be accepted only after Acceptance Testing carried out by BSNL team, (Adjacent section SDE) designated by the Department, as per prescribed schedule and work/material passing the test successfully.
- 1.2 The Department reserves the right to disqualify such bidders who have a record of not meeting with contractual obligations against earlier contracts entered into with the Department.
- 1.3 The Department reserves the right to black list the bidder for a suitable period in case he/she fails to honor his/her bid without sufficient grounds.
- 1.4 The Department that reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by the Department, in response to query raised by prospective bidders shall form integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All the works to be executed under the contract shall be carried out as per the direction and approval, in all respects, by the **Divisional Engineer or site Engineer in-charge of work site** who shall be entitled to direct at what point or points and what manner they are be commenced, and under what time limit it should be completed.
- 1.8 The work in each section may be split up between two or more contractors or accept any tender in part not entirely if considered expedient by the SSA Head.
- 1.9 If the contractor desires for an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground, then he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance. In this regard the decision of SSA Head shall be final.
- 1.10 If at any time after the commencement of the work, the Department may feel that the execution of whole or part of the work, as specified in the tender is not essential, then the Department shall give notice in writing stating the facts to the contractor. The contractor shall have no right to claim any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out. Neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor, and to sell any promissory notes etc. , forming whole or part of such security or running/final bill pending against any contract with the department. In case the security deposit being insufficient or no security deposit has been taken from the contractor, then the balance or the total sum recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this contract or any other contract with the BSNL. Should this sum be not sufficient to cover the full amount recoverable then the contractor shall pay to Department on Demand the balance remaining due.

- 1.12. No official of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department or any other Department of the BSNL is allowed to work as a contractor for a period of Two years after his retirement from the BSNL Service without the previous permission of the BSNL. This contract is liable to be cancelled if the contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of BSNL as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.13. In the event of the contractor being adjudged insolvent or going voluntarily into liquidation or having received order or any other order under insolvency act issued against him or in the case of company of the passing of any resolution, or making of any order for winding up voluntarily or otherwise or in the event of contractor failing to comply with any of the conditions herein specified, the SSA Head shall have the power to terminate the contract without any notice.
- 1.14. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the SSA Head on behalf of the BSNL can terminate the contract without compensation to the contractor. However, the SSA Head at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the SSA Head shall be final.
- 1.15. In case the contractor winds up his company on account of transfer to or merger with, any other company, then the contractor shall make it as one of the terms and stipulations of the contract for the transfer of his properties and business so that the other person or company shall continue to perform the duties or engagements of the contractor under the contract and be subject to his liabilities there under.

1.16. Interpretation of the Contract Document:

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

1.17. Notification:

- 1.17.1. The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notifications as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and / or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities. The contractor shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/or supporting figure and data as may be required or directed from time to time.

1.17.2 **Essential**

The bidder has to give a declaration

DECLARATION

I/we _____ declare that none of our relation are employed in BSNL Kodagu District as on date, and in case something is noticed at later stage then the tender may be cancelled by the head of SSA under branch of contract .

Date

Signature of bidder

Place

1.18. **Shut down on account of weather conditions:**

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

2. STORES SUPPLIED BY THE DEPARTMENT:

- 2.1 At no point of time the contractor shall be issued stores of value more than the contractor's material security as per clause number 5(1) of section III. If at all the work requires more than the amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor should not have any objection to it.
- 2.2 The contractor shall transport (including loading and unloading) all stores issued to him from district Telecom store, to the site of work at his own cost. The Department shall pay no transportation charges to the contractor.
- 2.3 All materials supplied to the contractor by the Department shall remain the absolute property of the Department and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the representative of the SSA Head. In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store shall also be treated as site for this purpose. Any materials remaining unused at the time of the abandonment, completion or termination of the contract, the contractor shall return such materials to the Department at a place as directed by the Department and obtain acknowledgment with name & seal. Failing to do so the cost of the unused materials shall be deducted from the contractor's material security or from any of his pending bills or from any other security.
- 2.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all materials supplied to him by the Department. The contractor shall satisfy himself regularly the quality and quantity of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (including theft) in the quantity/quality of the materials.
- 2.5 The contractor shall submit a proper account every month in respect of all the materials supplied to him by the Department and of those items consumed for work.. Any discrepancy or difference between the materials issued to the

- contractor and those consumed in the work as per the Department's calculation (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.
- 2.6 The contractor shall ensure that only the required materials are issued to him. On completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the Department.

3. EASEMENT, PERMITS, LICENCES AND OTHER FACILITIES:

- 3.1 The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work except for the following which shall be provided by the representative of the SSA Head;
- (A) "Right of User" easements and permits.
 - (B) Railway and Highway crossing permits including bridges.
 - (C) Canal/Stream crossing permits.
- 3.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility services within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.3 The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and/or tenants and such arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement/breach and claim. This shall be entitled with a copy to the Divisional Engineer.
- 3.4 The contractor is not entitled to extra compensation for hardship and increase in cost due to the cable trench being routed adjacent to or across other pipe line, Highways, Railways, Telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.
- 3.5 At location where the U/G or O. F. cable trench is muted across or along railways or roads the contractor shall without extra cost provide and maintain such detours road controls as are required by the Railway or Government or Local agencies having jurisdiction.
- 3.6 If the Department is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause in tender documents.

Signature of the Bidder

4. **QUALITY OF WORKS:**

4.1 The Department shall be the final Judge of the quality of the work and the satisfaction of the department in respect thereof set forth in the contract document. Laxity or failure to enforce compliance with the contract documents by the department and/or its representative shall not manifest a change or intent of waiver. The intention being that, notwithstanding the same, the contractor shall remain responsible for complete and proper compliance with the contract documents and the specification therein. The representative of the Head of the SSA has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or the performance meet the requirement of the contract documents.

5. **TAXES AND DUTIES:**

5.1.1 Contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising out by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the Department from and against the same or any default by the contractor in the payment thereof.

Signature of bidder :

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The contractor is fully responsible for taking all possible safety precaution during operation and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimise the disturbance and inconvenience to the public.
- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the Departmental regulations as to placing of warning boards (minimum size 3ft x 2ft.), traffic signals, barricades, flags etc. , at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rupees 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires, poles and guy wires, railways, highways, bridges or other underground above ground structures and/or property crossing or adjacent to the cable trench being excavated.
- 6.3 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways, Bridges, Highways safety precautions while working in public street. The contractor shall obtain in writing the detailed Engineering instructions from the Divisional Engineer of the area.
- 6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipelines, electrical cables, and other structures.
- 6.5 The contractor shall be solely responsible for all expenses in respect of repairs of damage caused by injury to underground and above structures or other properties. Also the contractor shall undertake to indemnify the Department from and against all actions, damages, claims and demands whatsoever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection with and/or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the Department shall promptly repair any damage incurred.
- 6.6 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

Signature of bidder

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining Licence before commencement of work:

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

7.2 Contractors Labour Regulations: Contract labour Act 1970

7.2.1 Working Hours

- 7.2.1.1 Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 7.2.1.2 When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 7.2.1.3 Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- 7.2.1.4 Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, then the worker shall be entitled for the 'rest day' wage at the rate applicable to the preceding day, provided that he had worked under the same contractor for a continuous period of not less than 6 days.
- 7.2.1.5 Where a contractor is permitted by the Engineer in-charge to engage a worker to work on a normal weekly holiday, the contractor shall grant a substituted holiday to the worker on one of the five days of the week, immediately before or after the normal weekly holiday. The worker should also be paid wages for the work performed by him on the normal weekly holiday at the rate of overtime allowance.

Signature of the Bidder:

7.2.2 Display of Notice regarding Wages etc. :

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

7.2.3. Payment of Wages: Act-1936

- 7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour by an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of 7th day and in other cases before the expiry of 10th day after the fixed wage period in respect of which wages are payable.
- 7.2.3.4 Where the employment is terminated by or on behalf of the contractor, the wages earned by the employee shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 7.2.3.5 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance. In case the work is completed before the expiry of the fixed wage period, final payment shall be made within 48 hours of last working day.
- 7.2.3.6 Wages due to every worker shall be paid to him directly or to other person authorized by him on his behalf.
- 7.2.3.7 All wages shall be paid in current coin or currency or in both.
- 7.2.3.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 7.2.3.9 A notice showing the wages period and the place time of disbursement of wages shall be displayed at the place of work and a copy of which is to be sent to the Engineer in-charge of work by the contractor under acknowledgement.
- 7.2.3.10 It shall be the duty of the contractor to ensure that a notice disbursement of wages shall be done in presence of the site Engineer or any other authorized Representative of the Engineer in-charge. The site Engineer is required to be present at the place and time of the disbursement of wages by the contractor or workmen.
- 7.2.3.11 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be, in the following form: -
- 7.2.3.12 The Contractor is liable for implementation of provisions of payment of Bonus Act-1965.

Signature of the bidder

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

7.2.4 Fines and deductions which may be recovered from wages:

- 7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following.
- (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction, which the central government may from time to time allow.
- 7.2.4.2 No fines should be imposed on any worker in respect of those acts and omissions on his part if the same approved by the Labour Commissioner.
- 7.2.4.3 No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 7.2.4.4 Every fines shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

Signature of the Bidder

7.2.5 Labour Records:

- 7.2.5.1 The contractor shall maintain a **Register of Persons Employed** for work on contract in Form XIII of Contract Labour (R&A) Central Rules 1971.
- 7.2.5.2 The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under contract in Form XVI of Contract Labour (R & A) Rules 1971.
- 7.2.5.3 The contractor shall maintain a **“Wage Register”** in respect of all workmen employed by him on the work under contract in Form XVII of Contractor Labour (R & A) Rules 1971.
- 7.2.5.4 Register of Accidents:** The contractor shall maintain a register of Accidents in such form as may be convenient at the work place but the same shall include the following particulars;
- a) Full particulars of the labours who met with the accident.
 - b) Rate of wages.
 - c) Sex.
 - d) Age.
 - e) Nature of accident The contractor shall maintain a **“Register of Advances”** in Form XXIII of the CL (and cause of accident.
 - f) Time and date of accident.
 - g) Date and time when admitted in hospital.
 - h) Date of discharge from the hospital.
 - i) Period of treatment and result of treatment..
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under workmen’s compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid and details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks.

Signature of the Bidder

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

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

7.2.5.7 R&A) Rules 1971.

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

7.2.6. Attendance card-cum-wage slip:

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

7.2.6.2 The card shall be valid for each wage period.

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

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

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

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

.Employment Card:

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

7.2.7 Service Certificate:

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

7.2.8 The Contractor is liable to implementation of provisions of payment Act-1972

7.2.9 The Contractor is liable for implementation of Employees provident fund Act and miscellaneous provisions Act-1952.

Signature of the Bidder:

7.2.9.1. Preservation of Labour Record

The Labour record and records of Fines and reductions shall be preserved in original for a period of 3 years from the date of entries made in them. The same shall be made available for inspection by the Engineer in charge or other office authorized by Ministry Of Communication on his behalf.

7.3. Power of Labour officer to make investigation or inquiry

The Labour officer or any other person authorized by Central government on their behalf shall have power to make inquiries with a view of ascertaining and enforcing due and proper observance of Fair Wage Class and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provisions.

7.4. Report of Investigating officer and action thereon

The Labour officer or other person authorized as aforesaid shall submit a report of result of his investigation or inquiry to the engineer in charge. He should indicating the extent, if any, to which the default has been committed by the contractor with a note for necessary deduction from the contractor's bill and for making payment of wages and other dues due to the labours concerned. The Engineer in charge shall arrange payment of labour concerned within 45 days from the receipt of report from the labour officer or the authorized as the case may be.

7.5. Inspection of Books and slips:

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

7.6. Submission of returns

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

7.7. Amendments:

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

8. INSURANCE:

8.8. With out listening to any of his order obligations or liabilities, the contractor shall, at his own expense take and keep comprehensive insurance including 3rd party risk for the plant machinery, men, material etc.brought to the site and for all the works during the execution. The contractor shall also take out the workmen compensation, insurance as required by law and undertake to indemnify and indemnified the Government from and against all manner of crimes ,demands, laws ,damages cost (including between attorney

and client). Charges and expense that may arise in regard to the same or that the Government may suffer or incur with respect to/or incidental to the same. The contractor shall have furnish originals and /or attested copies as required by the department of the policies of the insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related to which department require.

9. COMPLIANCE WITH LAWS AND REGULATION:

9.1. During the performance of the works the contractor shall at his own cost and initiative fully

comply with all applicable laws of the land and with any appreciable by-law rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Government agency or department , Municipal board, Government of regulatory or authorized body or person and shall provide all certificates of complaints there with as may be required with such applicable law, by-laws ,rules regulations, order, provisions. The contractor shall assume full responsibility for the payment of all contribution and pay roll tax, as to its employees ,servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor requires any assignee, sub contractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provision of the clause and in this connection the contractor agrees to undertake to save and hold Government harmless and indemnified from against any/all penalties, action,suits,losses and damages, claims and demands and costs (inclusive between attorney and client).Charges and expenses whatsoever arising out of occasion indirectly or directly by failure of the contractor or any assignee or sub contractor to make full and proper said by laws ,rules, regulation, law and orders and provision as aforesaid.

10. TOOLS AND PLANTS:

The contractor shall provide at his own cost all tools, plants, appliances, implements etc.required for the proper education of the work. The contractor also supply without charge, request, no. of persons with the means and material necessary for the purpose of setting out the works, setting out works, counting ,weighing and assisting the measurement for examination at any time from time to time. The contractor shall be responsible to make all arrangements at his own cost. Dewatering of trenches, duct and de-gasification work.

The contractor shall also be responsible to make arrangements at his own cost for water required for carrying the work at site including curing of CC/RCC works. Failing to do so by the contractor, the Engineer in charge may provide the same at the expense of the contractor and the expense shall be deducted from any money due to the contractor or otherwise. The following documents are to be included along with tender.

- a) VAT registration details duly attested .
- b) EPF/ESI registration details duly attested.
- c) Labour license registration .
- d) Experience certificate duly attested.

Signature of the bidder

SECTION –VII

SCOPE OF WORK AND JURIDICTION OF CONTRACT:

1. SCOPE OF WORK:

1.1. Main cable construction activities: The item of work involved in U/G cable construction of work are as under.

1.1.1. Escavation of trench upto depth, such that the top of cable is 1 meter below the normal ground level according to the construction specification.

1.1.2. Laying and pulling of cable in trenches are through pipe, ducts/walk through trench.

1.1.3. Placing of half round RCC pipes, stone slab, Precast RCC slabs /layer of bricks as per underground/OF cable work specification of departmental standard.

1.1.4. Back filling and compacting of the excavated trenches according to construction specification and removal of excess earth from the site.

1.1.5. Construction of pillar foundation, erection, painting, sign writing of pillar.

1.1.6. Erection, termination, painting and sign writing DPs.

1.1.7. Termination of cable in MDF, Pillar and DPs.

1.1.8. Jointing and end to end testing of cables, correspondence and electrical tests.

1.1.9. Fixing, painting and sign writing of route and Joint indicator.

1.2. ALLIED ACTIVITIES:

1.2.1. Transportation of Materials:

The material required for executing the work and trusted to the contractors against the Work order shall be made available at District store Depot at Madikeri. In some cases the material may be available at sub divisional store yard. The contractor shall be responsible for transporting the required material (to be supplied by the department or otherwise) to execute the work under contract site at his own cost. The cost of transportation is subsumed in the standard schedule rate 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 empty cable drums after laying of cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking in to account the prevailing market rates as mentioned in the document.

1.2.2.1. It shall be obligatory on the part of contractor to dispose off empty cable drums at his level. The amount fixed for various empty cable drums shall be recovered from the bill related to the work for which the drums was/were issued or from any other amount payable to the contractor or from the security deposit.

1.2.2.2. The contractor shall not be allowed to dump the empty cable drums Government/public

Places. This may cause inconvenience to the department/ public. If the contractor does not dispose off the empty cable drums with in three days of becoming empty, the department shall be at liberty to dispose off the drums in any manner deemed fit. In such cases the amount fixed in this contract for empty cable drums shall be recovered from the bill/security deposit/any other amount payable to the contractor.

1.2.3. Supply of materials:-

There are some materials required to be supplied by the contractor for execution of work in this contract like bricks,cement,wiremesh and steel for protection etc. Besides using the other consumables which do/do not become the part of asset. The contractor shall ensure that the material supplied are of best quality and workmanship and shall be strictly in according to specification.

2. **VALUE OF WORK.**

The estimated cost of work is as shown in the notice inviting tender which has been worked out based on standard scheduled rates, mentioned in the tender document. The actual value of the work may vary based on the actual requirement but generally being limited to plus or minus 25% of the indicated value.

3. **JURIDICTION OF CONTRACT:**

The jurisdiction of contractor shall be for entire Madikeri SSA.

SECTION- VIII

UNDERGROUND CABLE CONSTRUCTION SPECIFICATIONS

The detailed U.G cable construction specification are given in document titled as “**Underground cable construction practices-Manual**” issued as a part of tender document. The bidders are adviced to go through the Manual before quoting for bid.

Signature of the bidder

SECTION-IX
MATERIAL SECURITY BOND FORM

Where as(called as “the Contractor”)
Has been awarded the contract of U.G/O.F cable construction work, as per tender number.....
..... KNOW ALL MEN by these presents that
WEOF
Having our registered office at(hereinafter called the “Contractor”)
Are bound unto(hereinafter called “the Department”) in the sum of
for which payment will and truly to be made of the said Department, the Bank
Binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THE OBLIGATION ARE:

1. If the contractor is unable to keep the stores, issued to him, properly i.e the store provided to the contractor, by the Department are damaged or
2. The stores issued to the contractor by the BSNL are stolen or
3. The contractor is not able to provide proper account of the stores issued to him/ her/ them by the BSNL.

We undertake to pay to the Department up to the above amount upon receipt of its first written demand without the Department having to substantiate its demand, provided that in its demand, the Department will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of three conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including One hundred eighty(180) days after the period of Contract validity, and any demand in respect ther of should reach the Bank not later than the above date.

Signature of the Bank Authority:

Signature of the Witness:

Name and address of Witness:

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 _____

_____ herein after called “ the

contractor” (Which expansion shall unless excluded by or repugnant to the cotext, include its Successors, heir, executors administrative and assignee) of the one part & Chairman of BSNL, herein after refered to as the BSNL, of other Part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of trenching and laying underground telephone cables/optical fibre cables,cable joint,pillar construction ,DP fittings and other associated works in Kodagu Telecom District on the terms and conditions herein contained and rates approved by the BSNL (copy of rates annexued) have been duly accepted and whereas the necessary security deposit have been furnished in accordance with the provisions of the tender documents and whereas no interest will be claimed on the security deposit.

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

1. The contractor shall, during the period of this contract i.e.to say from.....

To or completion of work for.....(In words)

.....whichever is earlier or until this contract shall be determined by such notice as is herein after mentioned , safely carry out by means of labour employed at his own expense and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expense, all trenching, cable laying in tender documents and the Government or SSA head or any other person authorized by SSA head in that behalf required.It deemed to understood by the contractor that the quality of work mentioned on the schedule is likely to change as per actual requirements and demanded by exigencies of service.

2. The Notice Inviting Tender (NIT) bid documents (qualifying & final) letter indent approved rate annexed here to and such other additional particulars ,instruction,drawing,work order as may be found request to be given during the execution of work shall be deemed and taken an integral part of contract and shall also to be deemed to be included in the expression “The Agreement” or “The contract” wherever herein used.

3. The contractor shall also supply the request no. of workmen with means and material as well as tools, appliances, machines implement vehicle for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work order.

4. The contractor hereby declares that nobody connected with or in the employment of department of telecommunication/DTS/BSNL is not/ shall not ever be admitted as partner in the contract.

5 The contractors 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 payment of works to be done under the contract.

6. In witness whereof the parties presents have here in to set their and seals the day and year in-----.

Above written :

above
presence of .

Signed& Delivered by the
Named Contractor in the

Witness :

- 1
- 2

Signed & Delivered on behalf of BSNL (AGovt of India Enterprise)

Witness :

1

2

Signature of the Bidder
(Name & address & Telephone No. with date)

**SECTION-XI
LETTER OF AUTHORISATION FOR OPENING BID OPENING**

Tenderer number -----

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

Following persons are here by authorized to attend the bid opening for the tender
mentioned Shown on behalf of

Order of preference	Name	Specimen Signature
I		
II		

Alternate Representative:

Signature of Bidder or Officer
authorised to sign the bid
documents on behalf of the bidder.

NOTE: 1) Maximum of two representatives will be permitted to attend the bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2) Permission for entry to the Hall where bids are opened, may be refused in case authorization as prescribed above is not their.

Signature of the Bidder:

SECTION – XII**LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE QUALIFYING BID**

The tenderer will have to submit the following documents/deposits with the Technical Bid.

Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected.

- 1 Bid security in accordance with the tender document.
- 2 Tender documents in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by tenderer or his authorized representative.
- 3 The copy of enlistment certificate issued by the competent authority duly attested by a gazetted officer.
- 4 Latest income Tax clearance certificate /PAN.
- 5 The registration of firm. Authenticated copy of partnership deed in cases of partnership firm.
- 6 Bid form duly filled in as per section II
- 7 Tenderer profile duly filled in, as per section III of the tender document.
- 8 Original power of attorney in case person other than the tenderer has signed the tender documents.
- 9 List of qualified experienced personnel , who were working for the tenderer, who will be deployed for the work
- 10 Declaration by the tenderer that none of the relatives are employed in BSNL Kodagu Telecom District Madikeri.

Signature of the Bidder

SECTION XIII

RATES QUOTED FOR CABLE CONSTRUCTION WORK / JOINTING /DP ERECTION/PILLAR FOUNDATION(rates are inclusive of bricks,cement,sand,stone,insurance,freight etc) in the jurisdiction of GMT Madikeri. Rates quoted inclusive of all taxes. Levies transporation loading/unloading .. etc

Sl.No.	PARTICULARS	Approx. quantity of work	RATES QUOTED (IN FIGURES)/meter		RATES QUOTED (IN WORDS)/MTR
			Depth	Rate/mtr (in figrs)	Rate per meter (in words)
1.	Digging the trench and back filling(except road crossing){standard} in r/o all sizes of cables	100 kms	90cms		
2.	Digging the trench and back filling alongwith estate routes under special circumstances in r/o 5 pair cable only.	300 kms	60cms		
3.	Laying of U/G cable 5 pair	300 kms			
4.	Laying of U/G cable 10 pair	30 kms			
5	Laying of U/G cable 20 pair	30 kms			
6	Laying of U/G cable 50 pair	20 kms			
7	Laying of U/G cable 100 pair	10 kms			Rs
8	Laying of U/G cable 200 pair	5 kms			Rs
9	Laying of U/G cable 400 pair	2 kms			Rs
10	Laying of U/G cable 800 pair	2 kms			Rs
11.	Placing of bricks inclusive of item cost for above 50 pr cable				Rs
12.	Digging ,Laying of RCC/GI pipe at road crossing and back filling	2 kms			Rs

13.	Laying of GI pipes across culverts and bridge 13 a. 25 mm size 13 b. 65 mm size 13 c. GI Post	1 kms 200 mtrs 200 mtrs			
14.	Jointing of 5 pair cable	1500 nos			Rs
15.	Jointing with 10/20 pair cable				Rs
16.	Jointing with 50/100 pair cable				Rs
17.	Jointing of cable above 100 pair(rate shall be quoted /pair)				Rs
18.	Erection of DP 5 pair internal	1500 nos			
19.	Erection of DP 5 pair external				
20.	Erection of DP 10 pair external	100 nos			
21.	Erection of DP 20 pair external				
22.	Construction of pillar (inclusive of material)	10 nos			Rs
23.	Painting of pillar	400 nos			Rs
24.	Sign writing of pillar	400 nos			Rs
25.	Laying of PVC rigid pipe up to the sub office for 5 pair cable, poleless network	4000 nos			
26	Recovery of Cables of all specifications				

RATES OF EMPTY CABLE DUUMS

L No	Size of Drums		
1	5Pr		Rs
2	10 Pr		Rs
3	20 Pr		Rs
4	50Pr		Rs
5	100Pr		Rs
6	200Pr		Rs
7	400Pr		Rs
8	800 Pr		Rs

IMPORTANT NOTE:-

- Quantities mentioned against each item of work in the schedule are indicative in nature. The actual extent of work execution will be subject to requirement of field units. Insistence on a particular granted work order for specific items shall not be enforceable and shall be at the descretion of D.E. incharge only. However, the total value of work orders for all the items together shall be in accordance with the agreement.**
- Evaluation of the Tender for arriving at the L1 bidder will be done by calculating the total cost by multiplying the quantities with rates quoted by the bidders.**

I/We have gone through the tender documents carefully, and agreed to carry out all types of CABLE CONSTRUCTION WORK at the quoted rates,

Signature_____

Name_____

Address_____

Telephone NO Office_____

Residence_____

Signature of the Bidder

SECTION-XIV
FINANCIAL BID FORM

To

The General Manager Telecom,
Kodagu Telecom District,
Padmavathy Complex Gowli Street
Madikeri- 571201.

Dear Sir,

Subject: Our Financial Bid for U. G. / O. F. Cable Construction work in Kodagu
Ref : Your office Tender No. NIT/U/G Cable Tender/ 2009-2010/01 datd 3-2-2009

Having examined the tender documents, terms and conditions of the tender and specifications of the work etc. stipulated therein, I/We the undersigned offer to execute the UG cable/OF cable Construction Works in conformity with the said specifications and conditions of contract at the quoted /agreed rates:

If my/our Bid is accepted, I/we shall submit the securities as per the conditions mentioned in the Contract.

I/we agree to abide by this Bid for a period of 360 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period. I/we also agree that our quotation is only for item of jobs mentioned in the scheduled rates section XIV part A of the Tender documents.

Date:

Signature of the Bidder:
Name and address

