



# Bharat Sanchar Nigam Ltd.

(Government of India Enterprises)

## Office of the General Manager Telecom District Belgaum Main Telephone Exchange Compound, Camp, Belgaum-590001.

1. Tender NO. : S-13/Cable/2008-2009/ 01 dated the 04/09/2009
2. Tender Form No :
3. Issued to (with Address) :
  
4. Date of issue : From 09/09/2009 upto 12.30 hrs. of 24/09/2009  
of Tender Document on all working days during working hours.
5. Time & Date of depositing Tender : On or before 1500 Hours of 24/09/2009
6. Time , Date & Venue of opening of Tender/Bid : 1530 Hours of 24/09/2009  
O/o the G.M.Telecom, (In the chamber of AGM(Plg),  
Main Telephone Exchange Compd., Camp,  
Belgaum-590001.
7. Services to be provided : Primary and Secondary Cable Construction Work  
( 5 pr. & other than 5 pr. works) in Belgaum SSA.
8. Duration of contract : One Year from the date of Award of contract.
9. Cost of Tender document : Rs. 1150/- (Inclusive of Taxes)
10. Initials of the Issuing Officer :

***S.Note :- If you are downloading tender-form from website, you are requested to enclose separate DD of the amount of the cost of tender-document along with the tender as per the cost of tender-form given above; otherwise your tender shall be rejected.***

For more information log on to : [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in)

Asst.General Manager (Plg.)  
O/o the General Manager Telecom,  
Belgaum-590 001.  
(Phone No.0831-2426000)

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
O/o GENERAL MANAGER, BELGAUM TELECOM DISTRICT, BELGAUM-6.

No. S-13/Cable/2009-2010/ 1

dated at Belgaum, the

04/09/2009.

**TENDER DOCUMENT**

On behalf of **Bharat Sanchar Nigam Limited**, sealed tenders are hereby invited from reputed contractors, for Primary & Secondary Cable Construction work ( 5 pair & other than 5 pair) in Belgaum Telecom District, separately for various sections as shown below. Separate Tender is to be submitted for each section mentioned below **THROUGH REGISTERED POST OR SPEED POST ONLY**

**TABLE - A :**

Sl. No.	Section	Divisions covered	Cable to be laid in Kms.		Estimated cost of work (In Rs.)	Earnest Money Deposit (In Rs.)
			5 pr	Other than 5 pr		
1.	A	i) Belgaum (Urban)Division ii) Belgaum(Rural)Division	60 Kms	40 Kms	40,00,000	1,00,000
2.	B	i) Athani TelecomDivision ii) Chikodi Telecom Division	25 Kms	50 Kms	30,00,000	75,000
3.	C	i) Bailhongal Telecom Division ii) Gokak Telecom Division	25 Kms	50 Kms	30,00,000	75,000

**S. Note:-**

**i) Separate tender should be submitted for each of the above given Section.**

**ii) One contractor can submit tenders for any One or More than One or to all the sections. If a contractor stands as L-1 in several Sections, the work awarded may be limited to any two sections according to the order of priority given by him, but the decision of G.M.Telecom Belgaum will be final and binding in this regard. The G.M.Telecom Belgaum reserves the right to award any or all the sections.**

**iii) The quantity of Cable given above is only approximate and may vary .**

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## TERMS AND CONDITIONS:

### **1. Obtaining, Submission & opening of Tender :-**

- 1.1) Issue of tender form :- The Tender-form may be obtained from the SDE (MM), O/o the General Manager Telecom District Belgaum, Main Telephone Exchange Compound, Camp, Belgaum-590001, from 09/09/2009 upto 12.30 hrs. of 24/09/2009 during the working hours on all working days by payment of the cost of Bid document Rs 1150 /- (Inclusive of Taxes) in the form of D.D of any scheduled / Nationalised bank drawn in favour of the 'B.S.N.L.Belgaum T.D' payable at Belgaum.
- 1.2) Downloading of Tender Form :- Tender-forms can also be downloaded from the website : [www.karnataka.bsnl.co.in/](http://www.karnataka.bsnl.co.in/)  
If you are downloading tender-form from website, you are requested to enclose separate DD of the amount of the cost of tender-document along with the tender as per the cost of tender-form given above; otherwise your tender shall be rejected.
- 1.3) Submission of Tenders/Bid :- ( i ) The tender should be submitted separately for each Section in the prescribed Tender-form only. Tenders in sealed covers should be addressed to Smt. J. R. Nadkarni, Asstt. General Manager (Planning), O/o The General Manager Telecom, C/O Main Telephone Exchange Compound, Camp, Belgaum-590001, so as to reach her on or before 15.00 hours of 24/09/2009. The tenders can be deposited in the 'Tender Box' kept in the chamber of the A.G.M.Planning, or otherwise, if the tenders are to be sent by post, the same should be sent **by registered post / speed post only**, duly superscribed on the envelope as 'TENDER FOR PRIMARY AND SECONDARY CABLE CONSTRUCTION WORK ( 5 Pr. & OTHER THAN 5 Pr. ) IN .....SECTION OF BELGAUM SSA' . No tender shall be submitted in person or by ordinary post. This Office is not responsible for any postal delay in any case. The tender covers received in 'open' condition shall not be accepted. The tenders will be opened at 15.30 hrs. on 24/09/2009 by the A.G.M. (Plg.), O/o the G.M.Telecom Belgaum or by any Officer authorized by him/her, in the presence of such of those tenderers who may choose to be present at that time. Each page of the tender-document should be signed by the tenderer while submitting the tender. No clause or condition should be added or altered in the tender-document and if any clause is found to have been added or altered, the tender will be rejected.
- (ii) Sealing and Marking of Tenders/Bids :- The tender bid consists of the following documents:
- a) Envelope A- Demand Draft towards EMD .
  - b) Envelope B- Technical Bid in accordance with Clause No.( v ) below.
  - c) Envelope C- Financial Bid completed in accordance with Clause No.(vi) below.
- (iii) All the 3 envelopes A, B and C are to be sealed in separate covers superscribing the covers as "Bid security" for Envelop A, "Unpriced Technical Bid" for Envelop B and "Financial bid" for Envelop C each cover should have the bidders seal and tender number. All the 3 envelopes shall be submitted in One big cover suitably sealed and superscribed with "TENDER FOR PRIMARY AND SECONDARY CABLE CONSTRUCTION WORK ( 5 Pr. & OTHER THAN 5 Pr.) IN .....SECTION OF BELGAUM SSA"

(iv) Only the Envelops A and B containing the Bid security and Technical bids will be opened on the date mentioned in the Tender notice. Envelop C i.e. the Price bids will be opened only in respect of the bidders who qualifies in the technical and commercial bid. The Date of opening of the price bid will be intimated to the eligible bidders subsequently. Corresponding price bids (Envelop C) of the ineligible and non-responsive bids will not be opened and same will be returned to the unsuccessful bidder in due course by post or by hand.

( v ) **Technical Bid** :- The Technical Bid shall consist the following :

(a) :Documentary evidence established in accordance with the Eligibility Clause No. that the bidder is eligible to bid and is qualified to perform the contract if his bid accepted.

(b) Original Tender Document duly signed in all pages by authorised signatory

( vi ) **Financial Bid** :- The Bidder shall complete the Financial Bid and the appropriate Price Schedule furnished in the 'Annexure-II'. The rates quoted shall be inclusive of all applicable charges, and all taxes but exclusive of Service Tax. in the enclosed 'Annexure-II. It may please be noted that, 'Service tax' should be shown separately in the 'Financial Bid'. The rates should be quoted clearly both in figures and words, where there is a difference, the rate quoted in words will be final.

**1.4) Change in Dates** :- If the last date for submission of tenders and also the tender-opening day happens to be the Holiday by any reason, the tenders will be received / opened on the next working day.

**1.5) No appeal** against the Any 'Terms & Conditions' / Decision of the Competent Authority will be entertained on the matters covered or not covered in the tenders.

**1.6) Amendment** :- In case of 'Amendment' if any, the same will be published on the website : [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in), and the same will be binding on the tenderer/tender conditions. It is the responsibility of the tenderer to check the website before submitting his tender.

## **2. ELIGIBILITY**

2.1) The contractor eligible to submit tenders should be a registered contractor and he should have experience of 25 Kms of trenching in BSNL / DOT / PWD / PSUs / Govt. Depts., or Trenching and laying of 25 Kms of cable in BSNL / PSUs during the last Five years. A certificate to that effect should be enclosed which should be issued by an Officer not below the rank of DE (or equivalent) of BSNL / PWD / any other PSU/State Govt.Dept./Central Govt.Dept.

2.2) The contractor should be registered either with the BSNL or with the other departments such as PWD, CPWD, Irrigation, Railways or Telecom and copy of the Registration Certificate should be enclosed to the tender.

## **3. DEPOSIT**

### **3.A. E.M.D.**

3.A.1) The tender should be accompanied by the Earnest Money Deposit (E.M.D.) for the respective Section as shown above in the table of details of Sections given above.

3.A.2) The E.M.D. to be remitted by a D.D drawn after the date of issue of the tender-form on any nationalised / scheduled Bank in the favour of the "BSNL Belgaum T.D" payable at Belgaum. The E.M.D. can also be paid in terms of a 'Bank Guarantee' for a period of Sixty days ( and in case of the successful tenderer, the same shall be revalidated for a further period of 18 months). The tender received without EMD will be rejected, the EMD will not carry any interest. The EMD of the unsuccessful tenderer will be refunded after observing all the departmental formalities after finalization of tender, i.e., after payment of security deposit and execution of agreement by the successful tender. EMD of the successful tenderer will be retained as Security Deposit in addition to the Security Deposit mentioned below.

**3.B. SECURITY DEPOSIT :** The successful tenderer should deposit within 7 ( seven ) days of intimation of provisional acceptance of tender, an additional amount equivalent to EMD (retained towards Security Deposit). The EMD ( + ) the Security Deposit paid after award of the tender shall be the total amount of Security Deposit which will remain with the BSNL Belgaum T.D. and will not carry any interest. Failure to furnish the Security Deposit and the 'Agreement of Contract' (as asked in the provisional Acceptance letter of the award of tender) within seven days from the award , will entail forfeiture of EMD as well as rejection of the tender. Alternatively a Bank Guarantee (from a scheduled/nationalised bank subject to confirmation of 'Bank Guarantee' preferably at Belgaum ) can be furnished towards the total Security deposit (EMD+SD) for a period of 18 months. In that case the EMD shall be refunded.

**4. SCOPE OF WORK :**

**1. SCOPE OF MAIN CABLE CONSTRUCTION ACTIVITIES :**

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

**TABLE - B :**

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

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

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

**D. Erection of Pillar & Painting and Sign writing of Pillar :** The plinth for erection of pillar shall be made of RCC cast at site, the dimensions of the pit for casting the foundation of the plinth shall be as under. The pillar should be installed in safe places on footpaths at suitable locations convenient and accessible for maintenance. The pillars / DPs shall be painted and sign written with enamel paint of reputed brand.

Length = W + 30 cms. ( W= Width of the pillar shell )

Width = D + 30 cms. ( D= Depth of the pillar shell.

Depth = 110 cms.

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

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

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

**2. Burnt bricks will be of the following specification.**

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

**3. SCOPE OF ALLIED ACTIVITIES**

**3.1 TRANSPORTATION :**

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

**3.2 DISPOSAL OF EMPTY CABLE DRUMS ;**

The contractor shall be responsible to dispose of the empty cable drums after laying of the cable. The cost of various sizes of empty cable drums has been fixed taking into account the prevailing market rates as mentioned here under.

**TABLE - C :**

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

1% IT on Scrap Value.

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

It shall be obligatory on part of the contractor to dispose of the empty cable drums at his level and the amount fixed for various empty cable drums shall be recovered from the bill for the work on which the drum was issued or from any other amount due to the contractor or the SD. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or the SD. The contractor shall not be allowed to dump the empty cable drums in Govt. / public place which may cause inconvenience to the department / public. The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and type of cable drums in the bill so that the amount is deducted from the bills due.

## 5. ISSUE OF WORK ORDER & TIME LIMIT :-

5.1) The work will have to be undertaken as and when work orders are issued by the Sub-Divisional Officers and Sub-Divisional Engineers of the concerned SDCA of Belgaum Telecom District, as per the details that would be furnished by them depending upon the type of cables to be laid, routes on which they are to be laid in various Talukas within the jurisdiction of the Divisional Engineer of Belgaum Telecom District.

5.2) The work order will be issued by the Sub-divisional Engineer of concerned SDCA. The work order will contain following specific items of work to be executed by the contractor within specified time limit.

- a) Locations of the cables to be laid
- b) Type of the cables to be laid
- c) Length of the cables to be laid
- d) Date of commencement of work
- e) Time allowed for execution of work
- f) Date of completion of work
- g) Date of measurement of the work (tentative date)
- h) Bricks or no bricks.
- i) Details of cable joints to be made
- j) Details of DPs to be erected.
- k) Details of pillers to be constructed.

5.3) The concerned SDE/DE/AGM reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order

5.4) **TIME SCHEDULE** given below for completion of the work shall be strictly adhered to by the contractor & shall be deemed to be the most important aspect of the contract on the part of the contractor & shall be reckoned from Seventh day from issue of work order.

- a) Trenching Per Km. .... 500 Mtrs Per day
- b) Cable laying & reinstatement: 1 Km per day

5.5) It is the responsibility of the contractor to employ sufficient manpower to all the work orders so that the target for completion of works as prescribed shall be achieved. Failure to adhere to the time limit will attract the penalty clause as mentioned at Clause No.9 of this tender document .

5.6) **Inconvenience to Public** : All necessary precautions should be taken by the contractor not to cause any inconvenience to the traffic. 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 200 meters 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 cable laying by digging paved surfaces.

## 7. SPECIFICATION OF WORK / EXCAVATION OF TRENCHES / REINSTATEMENT :

7.1) **Excavation of Trench** :- i) Excavation of trench includes cutting of tree roots, removal of any other constructions like boulders, removal of bushes, wetting the trench with water etc. for which no additional payment will be made. After the trenches are excavated to the proper depth the bottom of the trench shall be leveled. All rough surfaces, smoothed stones, sharp edge materials etc. should be removed. If necessary some soft soil shall be placed as directed by the representative of Belgaum Telecom District. The work when completed should be provided with a smooth bed for the cables to be laid.

ii) Trench for laying cable shall be 0.9 mtr. Depth and 0.3 mtr. width Generally all the excavation of trenches are to be done on the road sides. Excavation may also be required to be carried out for crossing of kachha as well as pakka roads. . Wherever it is not possible to dig the depth of 0.9 mtr. due to technical reasons like over-bridge, culverts etc. depth less than 0.9 mtr. is permissible. In such cases, charges payable will be proportionately reduced. Depending upon the and number of cables to be laid & the requirement of the BSNL Belgaum T.D., the width may be increased. If depth and width varies purely as per the requirements/permission of BSNL Belgaum T.D., the rates will be applied proportionately.

**TABLE – D :**

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

<b>Trench type</b>	<b>Depth between</b>	<b>Rate applicable as % of approved rates</b>
a) For cables other than 5pr	90 cms.	approved rates (100%)
	80 cms. to 89 cms.	85% of approved rates.
	70 cms. to 79 cms.	75% of approved rates.
	60 cms. to 69 cms.	59% of approved rates.
	50 cms. to 59 cms.	48% of approved rates.
	Below 50 cms.	payment on pro-rata basis subject to Technical constraints duly certified by the Officer in charge (of BSNL) not below the rank of D.E., failing which, failing which no payment shall be made.
b)	For 5pr cables 60 cms.	100% payment
	50 cms. to 59 cms.	85% payment
	40 cms to 49 cms.	75% payment
	Below 50 cms.	payment on pro-rata basis subject to Technical constraints duly certified by the Officer in charge (of BSNL) not below the rank of D.E., failing which, failing which no payment shall be made.

**TABLE - E :**

**Powers delegated for relaxation of Depth as follows.**

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



7.2) For the U/G cables of 50 pr. above, the bricks protection is mandatory. For the cables of size 20 Pr. / 10 Prs. / 5 pr. , wherever depth is maintained at 3 feet, as per the standards covering of the bricks need not be restored to. For the above said cables laid less than 3 feet, due to unavoidable circumstances, suitable precautions like solid laying, laying through GI pipes etc. are to be replaced after written permission of A/T sanction.

7.3) Information boards / caution boards and red lamps ( Night time ) should be provided at both ends of the trench and at every 500 meters intervals between them. Red lamps and Red Flags and Reflectors should be provided at road crossings.

7.4) Trench should be straight as far as possible and should be sufficiently away from the road side and not just by the edge of the road.

7.5) For entry to various buildings wooden planks should be provided over the trench for people to enter into the buildings.

7.6) In case Hard Rock is encountered while excavating a cable trench, it could be immediately brought to the notice of the Divisional Engineer concerned, who will in turn decide to change the cable route or otherwise permit the contractor to carry out the work in Hard Rock also. A written permission should be obtained from the DET concerned to carry out the work in a Hard Rock Area.

7.7) **PROCEDURE FOR ISSUE & RETURN OF STORES :**

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

7.8) **PROCEDURE FOR RECORDING JOINT MEASUREMENTS IN THE MB**

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

7.9) **ACCEPTANCE TESTING :-**

a) The trench should be offered for inspection by the contractor (in writing) to the concerned SDE in charge of the work. In order to avoid public complaints regarding 'Open Trench for a long period', the excavated trench can also be offered in parts (whatever completed) for A/T. The concerned SDE in charge will arrange for immediate A/T. The report of the A/T should be prepared in triplicate by the S.D.E. Incharge of the A/T. First copy of the A/T should be given to the S.D.E. Incharge of the work. Second copy of the A/T should be given to the D.E. Incharge of the work and the third copy should be retained by the S.D.E. Incharge of the A/T as his office copy. The A/T report should be submitted within Two days from the intimation given by the S.D.E. In charge of the work.

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

7.10) After the approval of the trench by the representative of Belgaum Telecom District, a cable can be laid in the trenches under the direction of representative of Belgaum Telecom District. It is the responsibility of the contractor to safeguard cables till it is buried in the ground and to account for the materials used. The contractor shall provide adequate labour for satisfactory handling of the cables. In the same trench more cables may be required to be laid.

7.11) If the cable is running parallel to any electrical cable minimum clearance of 20 cms. from the electrical cable must be ensured.

**7.12) SPECIFICATION OF SOILS :** All types of soil including Ordinary Rock / Asphalt / Concrete Surface, Hard Rock ( requires blasting ) and Hard Rock ( blasting prohibited ). Only One rate may be quoted for all types of soils mentioned above.

**7.13) REINSTATEMENT (BACK FILLING AND CONSOLIDATION) :**

i) After completion of the cable laying, the trench has to be reinstated. Soft or solid earths free from all stones and rough materials shall be placed over the cables to the height of about 15 cms. The soft earth filling shall be then leveled and lightly rammed to form a bed for the marker bricks. Afterwards the bricks are to be placed throughout the length of the trench, over the position occupied by the cables. They are to be placed lengthwise or breadth-wise as per the instructions of the Officer In-charge of the work or by his authorised representative. Bricks should be procured at the rate as fixed by G.M.T.D.Belgaum and transported to the work spot and further distribution of the work has to be done by the contractor. After laying of the bricks, the trenches are to be back-filled by the soil excavated. No protection through laying of bricks is necessary for 5/10/20 Pair cable. Though the final reinstatement will be done by the local bodies, reinstatement by the contractor shall be proper so as to make that portion of the road usable. Earth filling should be done 15 cms to 20 cms depth at a time properly rammed with suitable rammer. After this, next layer of the earth has to be put and well rammed. This process should be continued till the entire trench is filled. The idea is that, the trenches are properly closed after back-filling. It should be the aim to put all excavated earth back into the trench and pack properly to avoid subsequent sinking, leaving a 6" hump above the trench. The remaining excavated materials, shall be disposed off at contractors cost to the satisfaction of I/C of work and the local body / owner of the premises, before shifting the workers. The cost of back filling and consolidation is included in the rates for digging of trenches hence no amount shall be claimed separately for the same

ii) During the process of back-filling, broken bricks and stones are to be removed. It shall be the aim to put all the earth back into the trench and to pack to avoid subsequent shrinkage. After back-filling the filling should be rammed and leveled without leaving any humps and depressions.

iii) Excess earth or rubbles remained, if any, after back filling shall be removed at the contractors cost to the satisfaction of the S.D.E. In charge of the work. The process should be simultaneous and shall not be allowed to remain after cable laying party leaves the site.

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

In case of large road crossings, it shall be done in two parts, and the part that has been taken up has to be completed before the next day morning. Only the RCC pipe along with collars shall be provided by BSNL.

**7.15): GI PIPE LAYING ON BRIDGES AND CULVERTS :**

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

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

iii) The pipe may have to be fully embedded in cement concrete as per specification given in 'Schedule-B'. If the GI pipes are required to be laid on bridge surface the protection of Cement concrete as per specification given in 'Schedule-B' should be provided.

**7.16) : PAYING AND LAYING OF CABLES IN TRENCHES.**

i) The cable above 200 prs. shall be laid in the trenches through jack and axle or wheel and axle under the supervisions of the officer in charge of the work or his subordinate. Adequate overlaps shall be left for joining 2 successive lengths of cables.

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

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

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

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

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

**7.17) : PROTECTION & WARNING LAYER :**

i) **Warning brick layer :** A class fully burnt red bricks of size 9" X 4" X 2.5" (wire cut) shall be used as a warning / protection layer. Bricks shall be used longitudinally over the cables upto 400 prs. And transversely over cables above 400 prs. or two cables of size upto 400 prs. The bricks shall be supplied by the contractor including cost of transportation. Risk in transit, loading, unloading and placing over the cables. Approximately 4400 bricks per Kilometer shall be required for laying longitudinally and 9000 bricks per Km. shall be required for laying transversely.

ii) For all cables laid at standard depth or depth acceptable without any relaxation warning layer of bricks shall be provided however in case of less depth for which other type of protection is recommended the specified protection shall be provided in place of brick layer.

iii) **If the contractor fails to close the trench due to non availability of bricks the department may purchase the bricks at market rate and the amount paid for purchase**

**of bricks shall be recovered from the contractor's bill along with 10% handling & supervision charges.**

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

#### **7.18 5 PAIR DP WORK :**

A) **ERECTION OF PILLARS** : The pillars are to be erected on RCC plinths as per "BSNL specifications". The work of erecting cabinets and pillars includes :

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

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

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

E) **SIGN WRITING** : Sign writing shall be done after cleaning the surface with dry cloth with white enamel paint. **NUMBER, NAMES AND FIXED SIGN MARKS OF DISTRICT** and fixed sign marks shall be sign written in capital letters of height 10 cms. and width 7.5 cms. (4" X 3"). Engineer In-charge of the cable construction works to certify the receipt of the documents before issuing further work order.

F) **Testing in r/o 5 pr.Cable & DP Works** :- Works covered in this tender are already appraised to be of technical nature. They involve testing from one point to another, example when a DP is erected and while terminating the cable pairs in the DP, they are to be tested with respect to termination in the pillar so that there is perfect limb-wise continuity with good insulation values and they are sequential. The testing has to be done by deploying skilled contractor's men to the other end while carrying out the works at work spot.

#### **7.19 "LINES AND CABLES" UNDERGROUND SAFETY PRECAUTIONS**

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

ii) **Pedestrian crossing** : Where a road or a footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents occurring excavating work should be done in such a manner that it will not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable planks as bridges over open trenches should be provided to the access to roads, lanes, gates.

**iii) Danger from falling material :** Care should be taken to see that apparatus, tools or other excavating implements are not left in a dangerous or insecure position as to fall or be knocked into the trench thereby injuring any worker who may be working inside the trench.

**iv) Care when working in excavation :** Jumping into a pit is dangerous. If the trench is deep, workers should be encouraged to lower themselves into the trench carefully. The workers should be asked to work at safe distance to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire, sharp objects etc. These should be removed carefully. If covered obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position so as to cause an accident or obstruction to a roadway or water way. The excavated material should be put between the workers and the traffic without encroaching on the road.

**v) Danger of cave-in :** When working in a deep trench in loose soil timbering up the sides will prevent soil subsidence. The excavated material should be kept far enough from the edge of the trench or Pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunneled opening it should be ensured that the soil is compact enough to prevent cave-in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of building or ruined walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

**vi) Protection of excavation :** Excavation in populated areas which are not likely to be filled up on the same day should be protected by barriers or some effective means of preventing accidents and the location of all such opening must in any event be indicated by red warning flags or other suitable warning signs. During the hours from dusk to dawn, an adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risks and responsibility is involved. Notwithstanding adoption of the above mentioned precaution works involving excavations should be so arranged as to keep the extent of opened ground and the time it is open to a minimum.

**vii) Excavating close to electric cables :** The SDE/JTOs/OIC, Contractor's Supervisors, and workers should be instructed in advance regarding the safety precautions to be followed in such cases. The officers In-charge should get full information from electricity undertaking regarding any electric cables which are known or suspected to exist near the proposed excavations and until this is done excavations should not proceed in the sections concerned. The electricity undertaking should be asked to send a representative and the work should be proceeded with close consultation with him.

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

**ix) Reporting accidental damage :** Accidental damage to any property whether private / departmental should be reported immediately to the owner of such services / property as well as to the Officer I/C of works.

**x) Caution boards :** With the start of digging, caution boards should be provided at either end of the trench to caution the traffic. If the pit remains open during the night, red lamp or luminous caution boards on either side should be provided.

## **8. GENERAL TERMS AND CONDITIONS**

- 8.1) The successful tenderer will be directly responsible for any damages caused in the course of trenching work to the cables or other items of Belgaum Telecom District. Other parties such as KEB, Corporation, Water Supply and drainage etc. and will have to make good the damage at his own expenses. In the event of his refusing or failing to do the same it will be repaired by the Belgaum Telecom District or his representative who shall deduct the cost of such a repairs from any sum which may become due to contractor. The Representative of Belgaum Telecom District shall be sole judge to estimate the cost of such repairs.
- 8.2) Cables and other materials such as pipes etc required to be supplied in accordance with plans by the BSNL will be handed over to the contractor at Sub divisional depot of the concerned Subdivisions. The surplus cable, if any, should be made over to Belgaum Telecom District Representative at the place originally supplied to the contractor. The responsibility of watching the materials will rest with the contractor till the work is completed and excess stores are returned back.
- 8.3) The contractor shall provide all the tools required for the work and shall be responsible for materials and tools in proper condition.
- 8.4) The contractor shall be able to execute the work for more than 4/5 locations simultaneously by keeping adequate number of persons at his disposal for speedy execution of work entrusted to him.
- 8.5) The contractors should also intimate the strength of labours with him and names of the persons who are working under him in any capacity or subsequently employed by him and who are near relations of Gazetted Officers of the BSNL. Any breach of conditions by the contractor should render him liable to the cancellation of the tender-contract along with the forfeiture of the EMD/SD.
- 8.6) The contractor who have near relatives posted as Gazetted Officer in D.O.T. / BSNL working in Belgaum Telecom District are not permitted to apply against the notice inviting the tender. No one connected with or in the employment of B.S.N.L Belgaum Telecom District shall ever be admitted as partner.
- 8.7) **VALIDITY** :- The tender will be valid for One year commencing from the date of final acceptance of the tender.
- 8.8) The contractor's heirs or representative shall with the consent in writing of the General Manager Telecom District Belgaum have the right to continue to perform the duties of engagement of the contractor under the contract in case of his death.
- 8.9) **Staff of the Contractor** : Since the contractor's men will be performing various jobs at sensitive places like Telephone Exchange premises etc. they should be issued with photo identity cards / authorisation letters by the approved tenderer in format prescribed by BSNL. The contractor's men should be specially instructed not to interfere or meddle / misuse any of the departmental circuits and the contractor will be personally held

responsible for complaints received in this regard. The men engaged by the contractor should be of decent behavior and they should be amicable with their colleagues and departmental staff and officers. The contractor and his men should avoid wastage of store materials issued to them for performing various jobs covered by this tender. The stores issued to them should be properly accounted and in case any stores are found to be misused / used excessively, the contractor will be held responsible for the loss thus suffered by the department and to this extent the loss amount will be recovered from his bills / security deposit.

- 8.10) Acceptance of any tender rests with General Manager Telecom District Belgaum who does not bind himself to accept the lowest and also reserves the right to accept / reject any / all tenders without assigning any reason thereof.
- 8.11) The refilling of all roads and crossing and excavations should be properly made with rollers or rammers etc. to the satisfaction of the representative of Belgaum Telecom District and Local authorities.
- 8.12) The BSNL Belgaum T.D. reserves the right to undertake the laying of cables departmentally in the exigencies of services and also if the work done by the contractor is not satisfactory. In the event of the contractor failing to observe or confirm any of the conditions of the work as set out herein, the security deposit along with EMD retained to above will be forfeited to the B.S.N.L without prejudice to any other rights of the Government. Also in the event of the contractor leaving the trench halfway, the BSNL Belgaum T.D. will carry out the further work departmentally or by another contractor for such a half left out work no payment will be done to the defaulting contractor and any other expenditure extra paid to the other contractors to be borne by the first contractor.
- 8.13) The General Manager Telecom Belgaum has the right to get the work executed by another contractor at the approved rates contracted for the Section in case of exigencies and emergencies, at the rates approved for the Section.
- 8.14) The contract should not be assigned to another contractor without written approval of the AGM (Plg.), O/o General Manager Telecom District Belgaum. Tenders connected with the above contract is not transferable.
- 8.15) Any attempt of canvassing direct or indirect in any attempt to secure any interest of any actual or prospective tender to influence of any means for acceptance of particular tender will render the tender liable for exclusion from consideration.
- 8.16) No BSNL Employee can submit tender against this tender notice or can indirectly associate with the tenderer.
- 8.17) The successful tenderer should open his office in Belgaum District within 15 days of signing the agreement and give his address for correspondence. All correspondence shall be addressed to this address and the same should be replied within 7 days of the receipt. Failure to do so will result in cancellation of tender.
- 8.18) **AGREEMENT OF CONTRACT** :- The successful tenderer has to execute an 'Agreement of Contract' as per the 'Agreement-form' enclosed herewith at 'Annexure – D' on a non-judicial stamp paper of Rs.50/- within 7 days from the receipt of the 'provisional acceptance letter.
- 8.19) **EVALUATION** :- A) The intending tenderers should invariably quote the rates in Rupees (both in figures and in words) only for the single item of 'Excavating trenches and reinstatement' given at Sl.No. I & II of 'Schedule-C'. Service tax should be shown separately. Evaluation will be done only on the basis of the lowest rate quoted

(inclusive of all but exclusive of Service tax) for this single item of 'Excavating trenches and reinstatement' given at Sl.No. I & II of 'Schedule-C'. The rates shall be inclusive of all taxes, transportation, loading/unloading & risk in transit of the departmental stores etc. but exclusive of 'Service Tax'.

B) Rates given at 'Schedule – B' for all other related works are fixed and are inclusive of all taxes, transportation, loading/unloading & risk in transit of the departmental stores etc..

- 8.20) After receipt of the stores from the SDE concerned, the responsibility for safe custody of stores lies with the tenderer until the work allotted is made over to BSNL along with the surplus stores if any.
- 8.21) Items like tools, tents, tarpaulin, lanterns, ladders etc. will not be supplied by the BSNL for the execution of the work. The contractor should make his own arrangements.
- 8.22) BSNL will not be liable for any additional works without prior sanction and which have not been provided for in the work order.
- 8.23) Rates have to be settled for extra items of works before taking them up. It is hereby agreed that if G.M.T Belgaum makes any alterations in the original design, drawing or specification that may be considered necessary during the progress of the work, outside the schedule of the rates be required to be done, the rate must be settled in writing before such work is commenced.
- 8.24) While carrying out work on any existing alignment, the tenderer should ensure least interruption to the working cables/connections. The G.M.T Belgaum is empowered to cancel the tender or impose any penalty on the tenderer for not following this condition at any time.
- 8.25) **Labour Welfare Measures & E.P.F.Registration :**

**8.25.A) GENERAL CONDITIONS FOR WORK AND LABOUR**

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

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

III) The contractor shall at his own responsibility arrange to obtain necessary license required under "contract labour (Regulation and abolition) Act, 1970" and abides by the provisions of the said Act. The contractor shall at all times hold the Government harmless and indemnified against all claims, cost charges and expenses for which



Government may be liable or may incur or pay on account of the negligence or misconduct of the contractor or his servants or any of them or any person under his control, whether in respect of injury to the person or damage to the property of any member of the public or any other concern on account of or otherwise and against all claims and demands in respect thereof. If damage is caused to persons or assets or private parties or other such electric gas or water supply authorities etc., during the course of the work, the damage shall be made good by the contractor or by the persons or party at the cost of the contractor, as demanded.

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

#### **8.25.B) RESPONSIBILITY OF TOOLS AND OTHER AMENITIES TO LABOURERS :**

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

#### **8.25.C) ARRANGEMENT OF ELECTRIC POWER AT SITE.**

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

#### **8.25.D) SUPERVISION**

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

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

iii) **Authorized supervisors :** The contractor shall submit a list of authorized supervisors who shall be coordinating with the department on behalf of the contractor for issue of materials etc.

iv) **Identity cards to supervisors :** The contractor shall issue "Identity Cards" in prescribed format to all his supervisors and submit it along with two passport size

photographs to be pasted on Identification slips in the prescribed format (to be issued by the AGM(Plg) on finalization of the contract) for his countersignature.

**8.25 E) .E.P.F.REGISTRATION :** The successful tenderer will have to register his firm with the E.P.F. Authorities immediately after award of Tender & the copy of the E.P.F.Registration certificate should be produced to the A.G.M.(Planning) O/O GMT BM, before submission of the First Bill for payment. The details of the recoveries made towards EPF in r/o each of the labour engaged along with a copy of the receipt (of the amount paid to the concerned EPF Authorities) of the previous month should be enclosed to the Bill of the succeeding month. The details/receipt of the last month of the contract (if any) should be produced before refund of the Security Deposit after expiry of the tender-contract.

8.26) Measurement book should be maintained to record the works carried out by the contractor. Entries should be checked / test checked by SDE Incharge / DE concerned.

8.27) **INSURANCE :**

The successful tenderer(s) shall arrange Insurance coverage towards the safety of the cables issued to him covering the entire period from the time the cables are issued till the same are laid and reinstatement of trenches is completed. This Insurance should cover losses due to Theft, fire hazards, lightning, explosion/implosion, impact by any rail/road, vehicle or animal and riot, strike malicious and terrorists damages. For this contractor should obtain a Insurance Policy which is termed as "FIRE POLICY C" WITH Floater extra covering the risk any where in BELGAUM TELECOM DISTRICT from a National Insurance Company for an amount equal to Rs. 1,00,000/- ( One lakhs) and pledge to the BSNL in favour of GENERAL MANAGER, BELGAUM TELECOM DISTRICT, BELGAUM. This amount is to cover the cost of the quantum of cables issued at a time to the contractor for cable laying work. The successful contractors should obtain Insurance Policy and submit it to the BSNL, only after which the work orders will be issued to them.

8.28) **CONTRACTOR'S PERFORMANCE RATINGS (CPR)**

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

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

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

8.29) **SUBMISSION OF BILLS :-** The Bills presented by the contractor shall be paid up to a maximum of 95% of bills presented, after certification of satisfactory execution of work, after deduction of the taxes as applicable. The balance 5% of the bill will be retained with the BSNL towards Performance Security Deposit and the same shall be paid after three months of the satisfactory completion of the work in full of the concerned Work Order. The Bills shall be prepared & submitted as per the following guidelines :

- A) The Bills should be printed and serially machine numbered. Service Tax should be shown separately in the Bills and the same will be paid as per the prevailing rate of Service tax as announced by the Government from time to time. Proof of payment of 'Service tax' should be produced before the undersigned whenever asked for it. The contractor should provide a copy of the 'Service tax

registration certificate' and the 'Service tax registration number to claim the service tax. The Service tax Number has to be reflected on all the bills received from the contractor for availing 'Service tax'.

- B) The bills shall be prepared accurately and as per the measurements recorded in the MB and after the acceptance and testing of all the items involved in the work, the contractor should submit the bill in triplicate duly pre-receipted and should submit to the concerned SDO/SDE within 15 days from the completion of the work. The last and final bill should be submitted within One Month of the expiry of the tender contract. No bills will be received after refund of the E.M.D./S.D. of the concerned tender-contract.
- C) E.P.F. Registration number should be given on the First Bill for payment. The details of the recoveries made towards EPF in r/o each of the labour engaged along with a copy of the receipt (of the amount paid to the concerned EPF Authorities) of the previous month should be enclosed to the Bill of the succeeding month. The details/receipt of the last month of the contract (if any) should be produced before refund of the Security Deposit after expiry of the tender-contract.
- D) The SDE in charge of work shall scrutinize the bills and accord necessary certificate & submit the running bills with the following documents to GM Office.
  - i) First copy of the bill with first copies of measurement sheets of MB and A/T reports (Payable copy)
  - ii) Second copy of the bill with second copies of measurement sheets of MB and A/T reports ( Not for Payment)
  - iii) Third copy of the bill with photocopy of measurements and A/T reports (not for payment and will be retained with the DE concerned.
- E) The SDE in charge shall invariably record the date of receipt of bill in his office.
- F) The bill shall be accompanied by the following document.
  - i) Material reconciliation statement, ii) Measurement Book, iii) A/T certificate,
  - ii) Details or recoveries/penalties for delays, damages to departmental property / Third Parties as per the provisions of the contract. In case no recovery is to be made, a NIL report needs to be submitted.
  - iii) Details of empty drums cost of which needs to be recovered from the bill.
  - iv) Depth relaxation certificate in original along with information on protection measures taken in case of low depth.

## **9 . PENALTY CLAUSE :-**

### **9.1. Penalty for Unsatisfactory Work :**

9.1.a) The time allowed for completion of 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. If the work is not completed within the time stipulated in the Work Order, such shortfalls fulfilling the above conditions shall be penalised at the rate of 0.25% of the total value of the Work Order per day of delay or part thereof subject to a maximum of 10% of the value of the Work Order. If the work is not completed even after Six weeks of the expiry of the due date, the BSNL has right to cancel the contract and forfeit the EMD / SD.

9.1.b) In case of slow progress of the work in a section which have been awarded to a particular contractor, & the public interest does not permit extension of time limit for completion of the work, the GMT Belgaum will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work & get the balance executed at the

risk & cost of the contractor.. All such payments shall be recovered from the contractor's pending bills or security deposit.

9.1.c) Failure to adhere to any of the contractual obligations, will lead to the Forfeiture of EMD/SD and BLACK-LISTING of the contractor and the Black-listed contractor will not be permitted to submit tenders in Belgaum Telecom District and also his name will be circulated in the entire Karnataka Telecom Circle as a BLACK-LISTED CONTRACTOR.

9.1.d) Decision regarding forfeiture of EMD / SD / Black-listing or Condoning of delay with genuine reasons given by the contractor in writing will be taken by the GM only.

## **9.2 Penalty for cutting /damaging the old cable:**

During excavation of 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 standards prescribed by the BSNL as follows will be deducted from his running Bills/Security Deposit:

### **Size of existing UG/OF Cables cut/damaged Amount of penalty per cut / damage**

Up to 100 pairs cable  
Rs.500.00 (Five hundred)

Above 100 pairs & up to 400 pairs  
Rs.1,000.00 (One thousand)

Above 400 pairs  
Rs.2,000.00(Two thousand)

OF Cable of any size  
Rs.5000.00 (Five thousand)

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

## **10. DEDUCTION OF TAXES**

95% of the Bills of the contractor will be paid after deduction of the statutory taxes as mentioned below :

- 1) Income tax as applicable.
- 2) Works Contract Tax at the rate prevailing at the time of payment of bill.
- 3) Any other taxes as introduced/revised by the Government from time to time.

## **11. ARBITRATION**

11.1) In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to the matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitrator of the Chief General Manager Telecom, Karnataka Telecom Circle, Bangalore or by any person appointed by the said Officer The agreement to appoint the arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

11.2) **Jurisdiction of Court** :- This contract is subject to jurisdiction of Court

at Belgaum only.

- 12. DOCUMENTS :** Each tender should be enclosed with the following documents:
- i) Partnership deed / Proprietorship deed / Articles of Memorandum of association as the case may be.
  - ii) Copy of Latest Income Tax Certificate(ITCC) along with copy of PAN Card
  - iii) Copy of Service Tax Registration Certificate.
  - iv) Experience Certificate as mentioned in Clause No.2 'ELIGIBILITY'
  - v) Registration Certificate as mentioned in Clause No.2 'ELIGIBILITY'
  - vi) Latest Income Tax Clearance certificate and Copy of PAN Card.
  - vii) The Tenderer(s) should give a certificate to the effect that none of his\her such relative is working in the units of BSNL/DOT as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm by all the partners and in case of Limited company by all Directors of the Company.

**(J.R.NADKARNI)**

Asstt. General Manager (Plg.),  
O/o General Manager Telecom,  
Belgaum Telecom District, Belgaum-590001.

Copy to : CGM Telecom, Karnataka Circle, Bangalore-8.

### **SCHEDULE - A**

1. All incidental work such as carriage of cable drums from store yard to work spot, provision of watchman for guarding trenches, provision of Danger light and signals ahead of trenches dug are to be done at the contractors cost. The reinstatement of the trench should be done to the satisfaction of the BSNL Belgaum T.D. and should be completed before 17.30 hours of everyday. The road surface should be leveled up with earth duly rammed and will be rolled so that there is no sink age. Surfacing with metal, tarring etc. need not however be done.
2. Contractor is responsible for the safety of the cable laid till the trench is closed as well as cable and other materials made over to him for cable laying till made over back to the BSNL Belgaum T.D. . Ordinarily no length of trench should be left open during over night and in exceptional circumstances where the BSNL Belgaum T.D. finds open trenches unavoidable, the contractor should cordon off the trench and put up red lamp to the satisfaction of the local authorities and further he is responsible to any damage of any person or property, private or government, caused as a result of his work. The method of laying cable should conform to BSNL specifications and the instructions to this effect can be had from the Officer In-charge of the cable work. The decision of the AGM Planning is final and binding as regards dimensions of trench and quantity of cable laid. The BSNL Belgaum T.D. reserves the right to conduct the test on the cable laid either in bits or in full length to ensure conformity to specification. Any cost towards re-digging and re-instating will be borne by the contractor.
3. The excavated cable trench or existing cable route should be flooded with water to check for any damage caused to the existing cable during digging. If any damages are noticed, the cost of the repairs of the damages to cables should be borne by the contractor. The BSNL Belgaum T.D. will not be responsible for any loss or damage or any risk caused to anybody on any account during the work. The contractor will be personally responsible and answerable to all damages and claims arising in the even of any accidental damages and to other underground services like power, cable, telephone or telegraph cable, water mains etc. The BSNL Belgaum T.D. has the right to hold all or part of any amount payable to the contractor towards his bills for improper work, failure to comply with departmental rules resulting in loss to the BSNL Belgaum T.D. etc. The contractor will be responsible for any claim arising out of accident due to his failure to take necessary precautions.
4. All necessary precautions should be taken by the contractor not to cause any inconvenience to the traffic. 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 200 meters 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 cable laying by digging paved surfaces.
5. In case the contractor is unable to maintain the progress of the work as stated above, it will be left to the option of the BSNL Belgaum T.D. to terminate the contract at any stage of progress or allot such portion of work as deemed fit to be executed departmentally or through other agencies and contractor cannot claim that work as a matter of right on his tender/contract and also cannot claim any damage for the work that are awarded by the BSNL Belgaum T.D. is payable/recoverable from the contractor.
6. Materials such as Cable, RCC pipes, GI pipes and other materials will be supplied by the BSNL at Sub divisional depot of the concerned Subdivisions. The contractor has to arrange for transportation of the same to the work spot for utilising at his cost including

transportation, risk in transit, loading & unloading. Tools and other implements required for the work should be provided by the contractor to his labours.

7. The surplus and recovered materials such as Cable etc. ( Other than Empty Cable Drums ) should be made over to the representative of the BSNL Belgaum T.D at the cost of the contractor at the place where the material was originally supplied to the contractor
8. The contractor should carry out the work under departmental supervision and according to the direction of the AGM (Plg.), O/o GMT Belgaum or his authorised representative whose decision in any issue is final and binding on the contractor. The Officer-In-charge of the work will be competent to fix the minimum progress of work which the contractor will have to show to ensure the completion of work as per schedule.
9. Any loss or damage to any services like telephone, power cables, water main or private properties OR State Government properties will be made good by the contractor. He should ensure handling the underground cables carefully and according to the instructions of the Officer In-charge of the work. The BSNL Belgaum T.D. reserves the right to stipulate minimum number of labours required for any particular job to ensure proper handling of above during cable laying.

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Asstt. General Manager (Plg.),  
O/o General Manager Telecom,  
Belgaum Telecom District, Belgaum-590001.

SCHEDULE - B

SCHEDULE OF RATES

(PRIMARY AND SECONDARY CABLE CONSTRUCTION WORK)

NO CLASSIFICATION OF SOIL

RATE PER RUNNING METER

**I) 5pr Cable**

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

**Rates to be quoted**

**II) Other than 5pr Cable**

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

**Rates to be quoted**

**IIa)** Laying and paying of 5pr Cable per Meter.

**Fixed Rate**

**Rs. 1.50/-**

**III)** Laying and paying the cable upto 200 pairs per meter.

**Fixed Rate**

**Rs. 3/-**

**IV)** Laying and paying the cable above 200 per meter.

**Fixed Rate**

**Rs. 4/-**

**V)** Laying of burnt bricks size 9" X 4" X 3" / 9" X 4" X 2" (wire cut) including cost of the bricks per meter. (including transportation and sales tax etc.)

**Fixed Rate**

**Rs. 15/-**

**VI)** Digging and laying RCC pipes at road cross (Rate per meter)

a) Road crossing by 100mm RCC pipe ..... **Fixed Rate**

**Rs. 22/-**

b) Road crossing by 150mm RCC pipe ..... **Fixed Rate**

**Rs. 23/-**



c) Road crossing by 225mm RCC pipe .....	<b>Fixed Rate</b>	<b>Rs. 30/-</b>
d) Road crossing by 300mm RCC pipe .....	<b>Fixed Rate</b>	<b>Rs. 25/-</b>
VII) Laying and fixing GI pipes on bridges with clamps Rate per Meter.	<b>Fixed Rate</b>	<b>Rs. 15/-</b>
IX) Construction of plinth for all type of pillar shell Erection of all type of pillar shell, painting and Sign writing (Rate to be quoted for each shell)	<b>Fixed Rate</b>	<b>Rs. 2,300/-</b>
X) Concreting ( 1 : 2 : 4 )(with Iron Bars) On bridges / culverts leading in cable works etc. (Per Cubic meter)	<b>Fixed Rate</b>	<b>Rs. 3094/-</b>
XI) <b><u>Jointing of Cable pairs</u></b>		
<b>1) Straight &amp; branch joints</b>		
1.1 Upto 50prs	Rs. 135/- per joint	<b>Fixed</b>
<b>Rate</b>		
1.2 100prs	Rs. 200/- per joint	“
1.3 200prs	Rs. 300/- per joint	“
1.4 400prs	Rs. 400/- per joint	“
1.5 above 400prs	Rs. 400+Re.1per pr.	“
<b>2) Teeing work(Testing &amp; removal of Tee)</b>		
2.1 Teeing work	Rs. 3.6 per pair	“
2.2 Release of Tee	Rs. 3.6 per pair	“
<b>3. <u>DP Erection</u></b>		
3.1 External DPs		
a) 10prs	Rs. 150 per DP	“
b) 20prs	Rs. 180 per DP	“
3.2 Internal DPs		
a) 5/10 prs	Rs. 120 per DP	“
b) 20/50 prs	Rs. 150 per DP	“
c) without GI pipe with DP	Rs. 100 per DP	“
d) without GI pipe without DP, direct to LJU	Rs. 60 per DP	“

Asstt. General Manager (Plg.),  
O/o General Manager Telecom,  
Belgaum Telecom District, Belgaum-590001.

SCHEDULE - C

PROFORMA FOR QUOTING RATES

**From :** .....

.....

**To :** **The General Manager Telecom,  
BSNL, BMTD, BELGAUM – 590001.**

Dear Sir,

1. I / We submit the sealed tender for cable construction works in response to : S-13/Cable/Tend/2009-10/1 dated @ BELGAUM, the -/9/2009.
2. I / We understand that the rates of various empty drums for disposal are fixed and I/We hereby accept the rates quoted below are inclusive of all applicable taxes and charges but exclusive of 'Service Tax' and the 'Service Tax' will be shown separately in the Bills to be submitted by me.
3. I / We have read the tender document carefully and understood the instruction given in tender documents along with the terms and conditions of the contract as stipulated in the tender document, its appendices, and annexures and agree to abide by them.
4. I / We offer to work at the rates as quoted below.
5. I/We am/are not attaching any extraneous conditions from my / our side.
6. I/We do hereby declare that the entries made in the tender and appendices attached there in are true and also that I/We shall be bound by the act of my/our duly constituted attorney.

**TENDER NO** .....

**Section No. & NAME OF Section :-** .....

**I) 5pr Cable  
Meter**

**Per Running**

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

**Rates to be quoted**

**II) Other than 5pr Cable**

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

**Rates to be quoted**

**NOTE :**

1. Please quote your rates inclusive of all taxes and all applicable charges but exclusive of 'Service Tax' in the empty box provided for trenching work.
2. If more than one box is used i.e., more than one rate is offered, tender will be outrightly rejected.
3. Submission of tenders by the tenderer shall be taken to signify the acceptance of the stipulated terms and conditions. Any failure on the part of the tenderer to observe the prescribed procedure or any attempt to canvass for the work will prejudice the tender and make it liable for exclusion from consideration.

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

Yours faithfully,

Name ..... Signature .....

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

& address of the Firm .....

.....

Seal of the firm should be affixed

Name and address of attorney

Name .....

(if applicable)

Address : .....

.....

Witness :

Name

Address

Signature

Date

1.

2.

**SCHEDULE-D**  
**INFORMATION TO BE FURNISHED BY THE TENDERER**

1. Name of the Firm/Individual and Registered Address	
2. Telephone No. Office : Residence : Mobile : FAX :	
3. Whether it is sole proprietary or partnership Firm/Private Limited BSNL.	:
4. Name of sole Proprietor/Name of Partners /Name of Director(s)	
5. Name/Designation of the Person authorised to sign	
6. Permanent Income Tax No	
7. Service tax Registration No.	
8. EPF Registration No.	
9. Whether the firm has ever been Black-listed ; if so, give details.	
10. Whether the firm is having branches at More than one place? If so details.	

SIGNATURE OF THE TENDERER  
WITH SEAL.

PLACE :

DATE :

**ANNEXURE – 1.**

**DECLARATION**

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

I / We declare :-

1. That I or any of my partner is neither working in any capacity in BELGAUM Telecom District or any where in the BSNL dismissed from service of BSNL.
2. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the GMTD BELGAUM immediately.
3. (i) That I / We shall intimate the names of persons working in BSNL, related to our employees who are working with me in any capacity or are subsequently employed by me / us.  
  
(ii) That none of my employees is a removed / dismissed employee of either any unit of BSNL.
4. That I am aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my Earnest Money Deposit / Security deposit held by BELGAUM Telecom District.

Place .....

Sign .....

Date .....

Name of the tenderer

.....

Capacity in which he is signing

.....

Note :

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

## ANNEXURE - 2.

### FORM OF UNDERTAKING

I / We .....agree to the following

01. The trenches shall be filled up and rammed and excess earth removed so as to leave the road in the normal condition. After the work is over, metal or tarred surface will be arranged by the BSNL with the concerned road authority. The charges for reinstatement claimed by the local authorities will be borne by the BSNL.
02. Transportation of cable drums and other materials, stores, from stores dump to work place and vice versa, provision or watchman for watching the trenches during night, provision of suitable barricade by the side of trenches opened during the day, if necessary and provision of danger lights, signals etc., wherever required will be done by me/us at our cost as per terms and conditions of the tender.
03. I / We agree to indemnify the BSNL against any loss damage or risk caused during the work for which necessary precautions will be taken by me/us.
04. Arrangement for the diversion of traffic will be done by me/us.
05. I/We will be responsible for any claim arising out of accidents or due to my/our failure of the above precautions.
06. I/We will handle and lay the cables carefully according to the instructions of the Officer In-charge of the work and agree to make good the loss or damage to cables and the BSNL property or to the properties of other parties as assessed by the GMTD BELGAUM.
07. All cables and other materials like RCC/GI pipes etc., will be supplied to me/us by the BSNL depot/stores. I/We understand that I/We are responsible for the safe custody of materials issued to me/us for carrying out the work and undertake to make good any loss or damage to the BSNL. I/We agree to take the stores from the depot/stores of the BSNL to the work site, procure necessary tools, accessories and labour by my own arrangement at my cost.
08. I/We agree to abide by the labour regulations in force and I/We am/are responsible for the prompt payment of the wages to them as per Minimum Wages Act.
09. I/We agree to return at my/our cost the surplus BSNL material to the place directed by the Officer In-Charge of the work under proper receipt.
10. I/We have made myself/ourselves familiar with the areas where the work is to be carried out before submitting this tender and entering into this contract.
11. I/We agree to carryout the work under the supervision of Officer In-charge and according to the directions of the Officer In-Charge whose decision is final and binding on me/us.
12. I/We will be responsible for completing and shall pay any compensation as per the workmen compensation Act, 1923 for injuries or disability or death caused to in the process of executing of the work.
13. I/We accept that the approved rates once accepted by me/us shall be valid for one year with rights of the GMTD BELGAUM to extend for a further period of 1 year on the same terms, conditions and rates. I/We shall execute the agreement in the prescribed format, with the GMTD in the event of work awarded to me/us within specified time.

14. I / We have read the tender document carefully and undertake to abide by all terms and conditions enunciated therein.

Signature :

[ capacity in which as signed ]

**Seal of the firm should be affixed**

Name :
--------

Name & address of the firm

**ANNEXURE-3**

**AGREEMENT FORM**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the BHARATH SANCHAR NIGAM LIMITED here in after called the BSNL Which expression shall unless excluded by or repugnant to the context include his successors and assignees on the one part and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (acting through its constituted Attorney) herein after called the "Contractor" (Which them shall include their heirs, executors, successors and assignees) on the other part.

WHEREAS THE Bharat Sanchar Nigam Limited is desirous of getting executed certain works namely \_\_\_\_\_

AND WHEREAS the contractor is ready and willing to execute the said works in accordance with the terms of the agreement.

NOW THIS AGREEMENT WITNESSTH and it is here by declared as follows:

All the Terms and Conditions of the Tender-document No..... dtd ....., and the The Tender-Notice instructions to tenderers, conditions of Agreement construction-specifications, guide lines to the Agency, Schedule Letters of Intent No. .... dated . . . ( along with its enclosures) annexed here to and such other additional particulars, instructions, drawings as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression ``Agreement" or "Documents of Agreement" wherever herein used.

In consideration of the payments to be made to the Agency for the works to be executed by him the agency hereby convenants with the Bharat Sanchar Nigam Limited that the Agency shall in accordance with the agreement documents duly provide execute and complete the said works and shall perform all other acts deeds matters and things in their agreement mentioned or described or which are to be implied there from or may reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the Agreement.

In consideration of the due provisions executions and completion of the said works Bharat Sanchar Nigam Limited hereby agrees with the Service Agency that the Bharat Sanchar Nigam Limited will pay to agency the respective amounts for the work done by the Agency and such other sum (s) as may become payable to the Agency under the provisions of the Contract.

IN WITNESS where of the parties here to have executed these presents the day month and the year first above written.

Signed on Behalf of the  
BSNL Belgaum T.D.(With Seal)

Signed by/on behalf of the  
Successful Tenderer.

Witness :  
Signature :

Witness :  
Signature :

Name & Address :

Name & Address :