



**BHARAT SANGHAR NIGAM LIMITED**

**OFFICE OF GENERAL MANAGER TELECOM  
DHARWAD TELECOM DISTRICT HUBLI  
TENDER DOCUMENT**

**For  
OF Cable Construction Works  
for  
GSM BTS  
in  
Dharwad SSA  
(Haveri Revenue District)**

**Tender No. PLG/Tender/OFC/9-133/09-10/1**

**Dated 06.10.2009**

**PRICE :- Rs. 563/-(Rs.500/- + 63/- ST) Only. (Non Refundable)**

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**BHARAT SANCHAR NIGAM LTD.**  
(A Govt. of India Enterprises)  
Office of The General Manager, Dharwad Telecom District, Hubli-580 020  
Notice Inviting Tender

**Tender for OF Cable construction works**

**NIT No:- PLG/Tend/OFC/9-133/09-10/1 dated at Hubli, the 06.10.2009.**

Properly sealed tenders (Packing PVC tape/Sealing wax) are invited for and on behalf of BSNL by the **GMT BSNL Hubli** from the contractors who have got trenching work experience in the DOT/BSNL/MTNL/RLY & State /Central Govt. undertaking organization/Private Telecom organization for the following works:

1. Name of work: **Optical Fibre cable construction work for GSM BTS in following Routes**

**Tender No :- PLG/Tend/OFC/9-133/09-10/1**

**dated at Hubli, the 06.10.2009.**

Section No	Name of Route	Taluka	Approx. route in KM	Through rate per meter in Rs. For 165 cm depth	Estimated cost of work in Rs.	Bid security in Rs. [EMD] @2.5% of Estd cost.	Time period in weeks to complete the work
1	Joint near Govt. College to Motebennur BTS site	Byadgi	1.0	70.13	99300	2500	1
2	Joint No. 5 near PLD bank to Byadgi Old Chilli Market BTS site	Byadgi	1.0	72.68	91000	2300	1
3	Joint Near Venktapur Cross to Devihosur BTS site	Haveri	4.0	70.13	336000	8400	4
4	Additional joint near Gurupur bus stop to Kabbur BTS site	Haveri	3.2	70.13	274400	6900	3
5	Proposed joint near KM stone to Aremallpur BTS site	Ranebennur	0.3	70.13	29200	750	1
6	Joint near TE Maknur to Maknur BTS site	Ranebennur	0.25	70.13	24100	600	1
7	Duct Manhole near Medleri Cross circle to BTS site at Medleri Road.	Ranebennur	1.3	70.13	127300	3200	1
8	Manhole opposite to KM No. 16 to Kadur BTS site.	Hirekerur	1.3	70.13	110100	2750	1
9	Hangal T E to BTS site	Hangal	1.5	81.30	152400	3850	2
10	Joint near Savanur circle to Shiggaon Taluka Office BTS site	Shiggaon	0.6	70.13	54400	1360	1
11	Joint near Hulgur Circle Opposite KM Stone to Attigeri BTS site.	Savanur	7.0	70.13	579400	14500	7

2. Cost of Bid document:- **Rs. 563/- (Rs.500/- + 63/- ST) only Non refundable**

The sealed tenders are invited under **TWO BID SYSTEMS** whereby the qualifying and financial bids shall be quoted separately in two separate sealed envelopes. Both sealed envelopes should be properly kept inside the third envelope of slightly bigger size.

Envelop containing Qualifying and Financial bids should be Super scribed boldly "**QUALIFYING BID**" AND "**FINANCIAL BID**" for the tender of OFC works in Dharwad SSA.(Haveri Revenue District)

3. Period of contact:- **One year** from the date of agreement (unless otherwise specified) & further extendable for shorter period if necessary..

4. Mode of payment:- Tender document could be purchased by paying cost of document in cash or D/D drawn in favor of 'Accounts Officer (Cash), BSNL Hubli, payable at Hubli. Bid Security should be paid in the form of Crossed Demand Draft issued by a Nationalized / scheduled bank, drawn in favor of 'Accounts Officer (Cash), BSNL Hubli and payable at Hubli.

5. Tender document containing detailed description of work & Terms & Conditions can be had from SDE(Tender) O/o GMT, BSNL, Sanchar Sadan, Station Road, Hubli-580 020( ph: 2252044)

Time & Date of Issue Tender form	<b>From 08.10.2009 TO 28.10.2009 between 1000 hours to 1500 hours</b>
Time and date of Accepting EMD <b>at the cash counter of A.O.(Cash) O/o GMT Hubli</b>	<b>Upto 1300 hours of last date 29.10.2009</b>
Time & date up to which tender form will be received	<b>1500 hours on 29.10.2009</b>
Time and date of opening Tender	<b>1530 hours on 29.10.2009</b>
Venue of Tender opening (Qualifying Bid)	<b>Conference Hall, O/o GMT, BSNL, 1<sup>st</sup> floor, Sanchar Sadan, Station Road, Hubli-580 020,</b>

6. Contractor who has near relative working in BSNL are not eligible to participate in tender.

The tender document is also available from the website [www.karnataka.bsnl.co.in/Tender](http://www.karnataka.bsnl.co.in/Tender) & <http://www.tenders.govt.in>. It can be downloaded from the site. The downloaded document can be printed & may be used for filling the tender, but bidder has to deposit the DD towards the cost of the tender document payable at Hubli, Drawn in favor of 'A.O.(Cash), BSNL G. M. T. Hubli' from any Nationalized/Scheduled bank. If the DD toward the cost of tender document is not found in the envelope, along with the DD/Receipt of EMD, the bid will be summarily rejected on the spot.

**During the entire evaluation process, if it is observed that the downloaded document is exactly not as per original Tender document and/or it is tempered /changed/alterd/modified in any way the bid will be rejected.**

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. GMT Hubli reserves the right to reject any or all tenders without assigning any reason what so ever and he is not bound to accept the lowest tender.

**Asst.General Manager( NW Plg-Tx)  
for GMT, BSNL, Hubli-580 020  
Tele.No 0836-225 2088  
FAX.No 0836-225 2100**

Please Visit us at [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in) or <http://www.tenders.govt.in>

**SECTION II  
BID FORM**

**Tender No :- PLG/Tend/OFC/9-133/09-10/1**

**dated:- 06.10.2009.**

To :  
The Asst.General Manager(NW Plg Tx.)  
BSNL % GMT Hubli

**(Tender Accepting Authority)**  
**(Address)**

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 of Optical Fibre cable Construction Work.....in conformity with said drawings, conditions of contract and specification 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, we will execute the work in accordance with specification, 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.

We agree to abide by this Bid for a period of 240 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 format 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.

Date this .....day of.....**(the year)**

**Signature of Authorized Signatory.....**  
**In capacity of.....**  
**Duly authorized to sign the bid for and on behalf of .....**

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

**SECTION III  
TENDERER'S PROFILE**

**General:**

1. Name of the tenderer/ firm \_\_\_\_\_
2. Name of the person submitting the tender whose Photograph is affixed  
Shri/ Smt. \_\_\_\_\_

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

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

3. **Address of the firm.** .....  
.....
4. **Telegraphic Address**.....
5. **Tel No. (with STD code) (O)**.....**Fax**.....**[R.]**.....
6. **Registration & incorporation particulars of the firm:**
  - i) **Proprietorship**
  - ii) **Partnership**
  - iii) **Private Limited**
  - iv) **Public Limited**

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

7. **Name of Proprietor / Partners / Directors**.....  
.....
8. **Total work carried out in OFC/Trenching work experience** (Please attach experience certificate )
9. **Tenderer's bank, its address and his current account number**.....  
.....
10. **Permanent Income Tax number, Income Tax circle**.....
11. **Infrastructural capabilities:**
  - i) **Capacity of trenching per day (in Meter)**.....
  - ii) **Capacity of pipe laying per day (in Meter)**.....
  - iii) **Capacity of public cable through duct / pipe per day(in meters)**.....
  - iv) **Capacity of engaging mazdoors per day**.....
  - v) **Particulars of vehicles available with the tenderer:**

<i>Type of Vehicle (s)</i>	<i>Registration number</i>
----------------------------	----------------------------

**vi) Particulars of other machines possessed by the contractor which can help in trenching pipe laying and cable pulling;**

.....  
 .....

12. Details of Technical and supervisory Staff (Please attach separate sheet) :

13. Details of the Routes applied for:-

S.No	Name of the Route	Whether applying for the section (Say Yes or No)	Details of payment of EMD
1	Joint near Govt. College to Motebennur BTS site		
2	Joint No. 5 near PLD bank to Byadgi Old Chilli Market BTS site		
3	Joint Near Venktapur Cross to Devihosur BTS site		
4	Additional joint near Gurupur bus stop to Kabbur BTS site		
5	Proposed joint near KM stone to Aremallpur BTS site		
6	Joint near TE Maknur to Maknur BTS site		
7	Duct Manhole near Medleri Cross circle to BTS site at Medleri Road.		
8	Manhole opposite to KM No. 16 to Kadur BTS site.		
9	Hangal T E to BTS site		
10	Joint near Savanur circle to Shiggaon Taluka Office BTS site		
11	Joint near Hulgur Circle Opposite KM Stone to Attigeri BTS site.		

*I/We hereby declare that the information above is true and correct. If it is found to be false or misleading at any stage, the Tender/Contract may be cancelled.*

Place:.....

Date:.....

**Signature of tenderer / Authorized signatory.....**

**Name of the tenderer.....**

**Seal of the tenderer**

**SECTION IV**  
Instruction to Bidders

**A. INTRODUCTION:**

**1. DEFINITIONS**

- a. BSNL:** The BSNL means the BSNL of Telecom Service or any other BSNL under the Ministry of Communication which invites the tenders on behalf of the CMD of BSNL. All references of:  
BSNL.  
General Manager Telecom  
Dy. General Manager  
Asst.General Manager(NW Plg-Tx)  
Sub Divisional Engineer (NW Plg-Tx)  
Chief Accounts Officer  
Accounts Officer  
Junior Accounts Officer...etc;

Including other officers in the BSNL, whatever designation 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 BSNL under the Ministry of Communication.

- b. I] GMTD means the Head of SSA (e.g. GMTD ) Hubli\_ and his successors.**
- II] (The Director of Project)** means the Head of Director (Projects) Area(name) and his successors.
- c. I] The jurisdiction of GMTD :** The jurisdiction of the GMTD means Dharwad SSA which covers Dharwad, Gadag & Haveri Revenue Districts.
- d. I] Representative of the GMTD :** Representative of the GMTD means Officer and staff for the time being in "Hubli SSA" deputed by the GMTD for inspecting or supervising the work or testing etc.
- II] Representative of {Director (Project)}:** Representative of the Director (Projects) means Officer and staff for the time being in the Director (Projects) Area deputed by the Director (Projects) for inspecting or supervising the work or testing etc.
- e. Engineer – in – charge:** The Engineer –in – charge means the Engineering Officer nominated by the DTS to supervise the work, under the contract. (Minimum Divisional Engineer level officer)
- f. Site Engineer :** Site Engineer shall mean an SDE of the BSNL who may be placed by the GMTD, Dharwad SSA / AGM (Plg) as in-charge of the work at site at any particular period of time.
- g. A/T Unit :** A/T Unit shall be mean Acceptance and Testing unit of the BSNL.
- h. A/T Officer :** An officer authorized by the GMTD / T&D Circle to conduct A/T.



- i. **Contract** : The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and contractor, together with the documents referred to therein including these conditions, the specification, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be demand to form one contractor and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, 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 construction 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..
- j. **Contractor** : The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall including the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted of such of individual, firm or company.
- k. **Work**: The expression "works" shall unless there be something either in the subject or context repugnant to such construction be construction and taken to mean the by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- l. **Schedule(S)**: Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule or rates mentioned in the document.
- m. **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 purposed of carrying out the contract.
- n. **Normal time or stipulated time**: Normal time or Stipulated time means time specified in the work order to complete the work.
- o. **Extension of Time (EoT)**: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- p. **Date of Commencement of Work**: Date of Commencement of Work means the date of actual commencement of work or 7<sup>th</sup> day from the date of issue of work order whichever is earlier.
- q. **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.
- r. **Duration of completion of work**: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- Excepted risk**: Excepted risk 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 Govt. damages from aircraft, acts of Govt. such as earthquake, lightening and unprecedented floods 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 Govt. of the part of the work, in respect of which a certificate of completion has been issued.

## **2. ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all the contractors who has trenching work experience in the DOT/BSNL/MTNL/RLY & State /Central Govt. undertaking organization/Private Telecom organization as per in NIT of this tender document.

## **B. THE BID DOCUMENTS**

### **3. BID DOCUMENTS**

#### **3.1.1 Qualifying Bid:**

- 3.1.1.1 Notice Inviting Tender.
- 3.1.1.2 Bid Form.
- 3.1.1.3 Tender's Profile.
- 3.1.1.4 Instruction to Bidders.
- 3.1.1.5 General (Commercial ) Conditions of the contract.
- 3.1.1.6 Special Condition of Contact.
- 3.1.1.7 Scope of Work and jurisdiction of the contract.
- 3.1.1.8 Declaration regarding Black Listing/Debaring from taking part in Govt. Tenders by BSNL.
- 3.1.1.9 Declaration regarding relative in BSNL
- 3.1.1.10 Agreement (Sample).
- 3.1.1.11 Letter of Authorization for Attending Bid Opening.
- 3.1.1.12 List of Documents to be submitted along with the 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.
- 3.1.3 The Bidder is expected to examine all instructions, forms 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 Document in every respect. Will be at the bidder's risk and shall result in rejection of the Bid.

## **4. QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the **BSNL** in writing or by fax or cable at the **BSNL's** mailing address indicated in the invitation for Bids. The BSNL shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the **BSNL** shall be send to all the prospective bidder's who have purchased the bid documents and all such clarifications issued by the BSNL will form part of the bid document.

## **5. AMENDMENT OF BID DOCUMENTS:**

- 5.1 At any time, prior to the date for submission of bids, the **BSNL** 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 BSNL and these amendments will be binding on them.
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BSNL 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 BSNL, 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 document 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 tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- III) The copy of experience certificate issued by an officer not below the rank of DGM or equivalent. The tenderer should submit experience for having laid total of 10 kms of underground Cable..
- IV) The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- V) Bid Form, duly filled in, as per section II.
- VI) Tender's profile, duly filled in, as per section III of the tender document.
- VII) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- VIII) Xerox copy of PAN card or attested copy of last financial year income tax returns submitted
- IX) Declaration regarding no relative in BSNL and Blacklisting
- X) Service Tax Registration Certificate - Copy
- XI) EPF registration number to be submitted within one month of award of work

### 8. BID SECURITY:

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount *as mentioned in the NIT*. No interest shall be paid by the BSNL on the bid security for any period, what so ever.
- 8.2 The bid security is required to protect the **BSNL** against the risk of bidders conduct, which warrant the security's forfeiture, pursuant to Para 8.7.
- 8.3 Bid Security shall be in the form of Crossed Demand Draft issued by a scheduled bank/nationalized bank, drawn in favour of Accounts Officer (Cash), BSNL, Hubli payable at Hubli.
- 8.4 **A bid not secured in accordance with Para 8.1 & 8.3 shall be rejected by the BSNL as non-responsive.**
- 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL.
- 8.6 The successful bidder's bid security will compulsorily be converted in to security deposit in accordance with clause 25.
- 8.7 **The bid security shall be forfeited;**
  - 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document  
**or**
  - 8.7.2 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 BSNL **or**
  - 8.7.3 In case of a successful bidder, if the bidder fails:
    - i) To sign the agreement in accordance with clause 26, **or**
    - ii) To furnish Security deposit in accordance with clause 25.

**9. BID PRICES:**

- 9.1 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 material, to be supplied by the BSNL (At the district Telecom Store or store where available) or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account. The offer shall be in the form of Indian Rupees.
- 9.2 Prices shall be quoted by the bidder as percentage **below/ above/ at par** the schedule of rates given in schedule of rates (Financial Bid). Prices at any other place shall not be considered.
- 9.3 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 rejected.
- 9.4 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 180 day from date of 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 BSNL reserves the right to request the lowest 3 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 contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such correction shall be signed with date by the person signing the bid.



#### **14 LATE BIDS:**

- 14.1 Tender 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 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 15.1 The bidder may modify or withdraw his after submission and before opening, provided that the intimation is deposited by the 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 BSNL:**

- 16.1. The BSNL shall open the bids in the presence of bidder or his authorized representatives who choose to attend, at 1530 hours on due date. The bidder's representative 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 authorized and permitted to attend the bid opening.
- 16.3 The Bids 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. For example, if 10 tenders have been received they shall be numbered as 1 of 10, 2 of 10 etc. 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 reasons 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 two envelopes will be opened. The bid opening committee shall initial on both the envelopes with date.
- 16.6.4 Among these two envelopes, the envelope marked "QUALIFYING BID" shall be opened and examined. **(Please don't forget to super scribe the envelopes as "QUALIFYING BID" AND "FINANCIAL BID").**
- 16.3.5 The QUALIFYING BID so opened shall be scrutinized by the Bid opening committee for its correctness and for enclosing the correct bid security. The Qualifying bid shall be initialed by all the members with date.
- 16.3.6 After recording of the "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.
- 16.4 The Financial Bid shall be opened in the following manner;
- 16.4.1. The envelope marked "Financial Bid," will be opened only for qualified tenders in "Qualifying Bid".
- 16.4.2 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.
- 16.4.3 After opening the "Financial Bid" the bidder's name, bid prices, modifications, bid withdrawals and such other details as the BSNL, 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.

**17 CLARIFICATION OF BIDS BY THE BSNL:**

To assist in examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for clarification of its 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 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the document 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, BSNL 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 BSNL'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 BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

18.5 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which close not constitute a material deviation, provided such waiver close not prejudice or affect the relative ranking of the bidder.

**19 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

19.1 The BSNL 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.

19.3 If L-1 rates are found on higher side for particular route or some of the routes, GMT, Hubli reserves the right to negotiate the rate with L-1 bidder.

19.4 Evaluation of tender will be done individually for each section separately.

**20 CONTACTING THE BSNL:**

20.1 Subject to clause 17 no bidder shall try to influence the BSNL on any matter relating to its, from the time of bid opening till the contract is awarded.

20.2 Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.

21. **AWARD OF CONTRACT:**

- 21.1 The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

22. **BSNL'S RIGHT TO VARY QUANTUM OF WORK:**

The BSNL, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 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. **BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The BSNL 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 BSNL's action.

24. **ISSUE OF LETTER OF INTENT:**

- 24.1 The issue of letter of intent shall constitute the intention of the BSNL to enter in to the contact with the bidder. Letter will be issued as offer to the successful bidder.
- 24.2 The bidder shall with in 10 days of issue of letter of intent, give his acceptance along with material security in conformity with clause 5.(i) section- V, provided with the bid documents.

25 **SECURITY DEPOSIT**

- 25.1 Purpose: The Security deposit payable as a guarantee for the satisfactory execution and Performance of the contract.
- 25.2 The EMD of the successful tenderer will be automatically converted into Security Deposit.
- 25.3 The successful tenderer shall within 10 days of issue of letter of intent, furnish additional Security deposit equal to EMD amount in the form of DD drawn in favour of "Sr. A.O(Cash). O/o GMT, BSNL Dharwad TD, Hubli-20" payable at Hubli and enter into an agreement on a stamp paper of Rs.100/-
- 25.4 The Security deposit can be paid in the form of cash or DD payable to Sr.A.O.(Cash), BSNL, Hubli payable at Hubli drawn on any nationalized/scheduled bank. The SD is also acceptable in the form of Bank Guarantee from a nationalized/schedule Bank covering for a period of 18 months.
- 25.5 The Security deposit will not bear any interest while in the custody of BSNL
- 25.6 Forfeiture: The Security deposit is liable to be forfeited either in full or in part , if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and work order placed on the contractor.
- 25.7 Release of SD: The Security Deposit will be released after satisfactory execution of the work orders i.e. after the warranty period of 06 months.
- 25.8 The successful tenderer shall send a pre-stamped receipt with a request to get refund of EMD/SD/Additional SD after six months but not later than 08 months from the date of completion of period of validity of contract, failing which the request for refund of EMD/SD/Additional SD in the form of 10% held over from the running bills will not be considered.



- 25.9** The approved tenderer shall obtain the permission for road however delay in getting the permission may result in invoking the penalty clause. The re-instatement/restoration charges if any raised by these authorities shall be payable to the concerned authorities directly by BSNL on obtaining the estimates along with written permission; provided
- a) The rates are as per standard rates of the respective agency.
  - b) The stretch of BT/Berm are not more than the actual.
  - c) Width payable shall be for  $\leq 60$  cm only. Where the width being charged by the respective agency is higher the approval of DGM shall be taken.

**26. SIGNING OF AGREEMENT:**

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL with in a week of submission of performance security deposit as per clause 25.3 above.

**27. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 25 & 26 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

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**SECTION –V**  
**GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT**

1. **APPLICATION:**

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

2. **STANDARDS:-**

The works to be executed under the contract shall conform to the standards prescribed in the OF Cable construction practices.

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 subject the whole or any part of the works covered by the contract, under any circumstances.

5.. **SECURITY:**

**(i) Material Security:**

i. a) The successful tenderer will have to deposit material security as mentioned in the Scope of Work, **Rs.50,000/- (Rs Fifty thousand only)** in the form of bank guarantee per contractor (valid up to and including six months after, the period of the contract) from a scheduled bank and in the material security bond form provided in the bid document, section-IX (B). Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of Accounts Officer (Cash) BSNL %GMT Hubli issued by a nationalized/schedule bank and payable at Hubli 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. If due to any reason more stores have to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the GMTD Hubli shall be final and binding.

c)The proceeds of the material security shall be payable to BSNL 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 dues certificate" from Engineer-in-charge."

**(ii) PERFORMANCE SECURITY**

a)The contractor shall permit the Department, at the time of making any payment to him for work done under the contract, to deduct such in addition to the sum already deposited as security deposit (due to conversion of bid security), an amount to the tune of **7.5% of running bill/ final bill.**

b)The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from contractor's failure to completes its obligations under the contract.

c)The performance security deposit 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 and/or violation of any terms and conditions of the contract as stipulated in the bid document, duly certified by DE (I/C).

d) No interest will be paid to the contractor on security deposit.

## **6. ISSUE OF WORK ORDERS AND TIME LIMIT:**

6.1 The work order shall be issued so as to include all items of works for the section allotted to the contractor as put in the NIT.

6.2 The work order shall be issued by the Asst. General Manager in-charge of OFC construction works after examining the technical and planning details of the work to be executed.

6.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Deputy General Manager.

6.4 The 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 BSNL 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 issuing authority or the head of SSA/AGM(Nw Plg-Tx), the contractor is not executing the work at the required place.

## **7. EXTENTION of TIME LIMIT( EoT)**

### **7.1 General**

7.1.1 In each work order, the work order issuing authority shall specify time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.

7.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

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

7.2.1 There may be some hindrances, other than covered under *force majeure*, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part-A) to the engineer-in-charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of OFC cable construction work) with his detailed report and photocopy 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 condition. 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 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 JAG level Telecom. Officer competent to grant the extension of time.
- 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 contractors 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 BSNL. In such case, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time *sue moto* 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.

**8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:**

**8.1 Measurement:**

- 8.1.1** The measurement books to be maintained by the officer in-charge of the work or his immediate engineering 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 corrections, the correction thus made shall be initialed & dated by the officer concerned.
- 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 measurements 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 responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of 20% of measurement. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.

8.1.3 **Method 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:

8.1.4.1. **Measurement of depth of trenches**

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

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

Depth between	Reduction in rate
<165cms. To $\geq$ 150cms.	5%
<150cms. To $\geq$ 130cms.	12.5% of approved rates.
<130cms. To $\geq$ 100cms.	25% of approved rates.
Below 100cms.	40% of approved rates.

8.1.4.2 **The calculation of payment for excavation of trench & Back filling the excavated material shall be as under**

**A) Rate of payment per meter**

$$\frac{(100 - \text{reduction as above on rate } \%) \times \text{through rate} \times \text{depth achieved in cms.}}{100 \times 165}$$

Example: If the depth recorded is 130 cms and if the through rate per meter is Rs.71.54 the reduced rate for this depth shall be calculated as follows:

$$\frac{(100-12.5) \times 71.54 \times 130}{100 \times 165} = \text{Rs.49.32 per meter}$$

8.1.4.3 **Measurement of Lengths and protection**

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 Roadometer/ Measuring Tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheer provided in the measurement book.

- Measurement of other items. The measurement/ numerical details of other items shall be recorded in the sheets provided for respective items viz.
  - Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber or Pre Cast RCC type.
  - Fixing, painting and sign writing of route/ joint indicators.
  - Termination of Cable in equipment room and no. of joints.

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

8.1.6 The Divisional Engineer before passing the bill for section covered by each set of measurement may carry out test check by re-opening trench at as many location as necessary as specified in document 'procedures for underground cable construction' and difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

## **8.2 Testing and Acceptance Testing:**

8.2.1 The work shall be deemed to have been completed only after the same has been accepted by the A/T. Officer. The contractor shall make 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.

8.3.1 **Scope of Acceptance and Testing:** The purpose of acceptance and testing is to verify 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 taking by A/T. Officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by 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 BSNL.

8.3.2 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. Officer as soon as part of work is complete in all respects. The work against any work order can be offered for A/T. in a number of stages.

8.3.3 The contractor shall provide labour, if demanded by A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

## **9. WARRANTY:**

9.1 The contractor shall warrant that the material supplied for work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. 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 quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire 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 under this clause, the provisions of the clause shall apply to the portion/ portions material so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- 9.3 *The Cable work shall be guaranteed for a period of 06 months from the date of acceptance and testing. In case any defect is found in the work, the contractor shall repair it at his own cost failing which the BSNL may carry out the repairs and penalty equivalent to five times of the approved rate plus the cost of materials used shall be recovered form the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms and conditions of the tender. The contractor shall also provide test pits for the purpose of A/T at his own cost.*
- 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 Government shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and 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, the amount of such under payment shall be duly paid by Government to the contractor.
- 10.2 Provide that Government shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment of any short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **(The GMT Hubli / AGM(NW Plg-Tx)** 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 appropriate 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 All items of work involved in the work order shall be completed in all respects before preferring the bills for the work. The provision of running bill been made to make it easy for 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:

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 work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to S.D.E. in-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book. The contractor shall submit the bill within 10 days after accepting & testing. The S.D.E. 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 S.D.E. to ensure whether the defects pointed during execution have been rectified or not. The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates 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. (Payable Copy.)
- Second copy of bill with second copies of measurement sheets of measurement book. (Not payable copy)
- Third copy of the bill with photocopies of measurement sheets. (Not for Payment).

11.1.1.2 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 in record and record it in the estimate file maintained in his office and send first and second copies with all documents to relevant higher office for processing of bills and release of payment.

11.1.1.3 The office cell dealing with OFC bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Sanction, 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. 7.5% of the bill amount towards Performance Security Deposit and Statutory taxes (Income Tax etc.) 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 contractor's ledger by Work Section of the Planning Cell.

11.1.1.4 In exceptional cases where work required for preferring a Running Bill can not be completed within reasonable time due to non-availability of stores or any other reason and where the BSNL is responsible for delay, the concerned D.G.M. 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 in triplicate & acceptance and testing of all the works and submit the same to S.D.E. in-charge of work within 30 days of acceptance and testing and payment shall be made within three months if the amount of the contract is up to Rs. Two Lac in six months if the same exceeds Rs. Two Lac, of the submission of such bill. 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 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/S.D.E. in-charge of work
- Letter of grant of E.O.T (s). if work could not be completed within stipulated time.
- Six sets of bound documentation.



11.1.2.1 The S.D.E. 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 and conditions of the contract. The S.D.E. shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case if any deviations noted by A/T officer). The S.D.E. in-charge of work shall submit the final bills, along with other documents mentioned above, with the documents as mentioned hereunder to the Divisional Engineer, in-charge of work.

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

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 documents not available in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by S.D.E. along with the bills as above to the office for processing and final payment.

11.1.2.3 The office cell dealing with OFC bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all the liabilities of the contractor and statutory taxes besides 7.5% payment against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.

## **11.2 Procedure for Payment for sub standard works:**

11.2.1 The contractors are required to execute all 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 that any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

11.2.2 **Timely action by Construction Officers:** Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers 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 of occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/ replace/ remove the sub standard item of work and also definite time period within which such rectification/ removal/ replacement has to be done. after expiry of the notice period, if the contractor fails to rectify/ replace/ remove the sub standard items, the defects shall be got rectified/ replaced/ removed BSNL ally or through some other agency at the risk and cost of the contractor.

11.2.3 Non-reporting of the sub standard work in time on the part of 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 which may be difficult to rectify and in the opinion of the GMT Hubli the items in question will not materially deteriorate the quality of service provided by the construction, the GMT Hubli shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. the committee shall constitute one Divisional Engineer other the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one S.D.E. and an Accounts Officer as members. The committee shall take into account the approximate cost of 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 items in question.

11.2.4.1 Record of sub standard work: The items adjudged as sub standard shall entered into the measurement book with red ink.

**BILLING AND PAYMENT :-**

The bill should be submitted & prepare by the tenderer as soon as the work completed & AT but no case it should be latter than two months from the date of completion of work . The bill received after TWO months from the date of completion of work liable to impose a penalty 0.5% of the value of W/O per week, up to six months from the date of completion of the work & beyond six months his claim will not be entertained at all & will be recorded as Not claimed within stipulated period.

12. **DISPOSAL OF EMPTY CABLE DRUMS:**

12.1 The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking in to account the prevailing market rates has fixed the cost of Optical Fibre 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 OFC drums are given in Tender Document (Qualifying Bid). The tares are fixed and there is no percentage above or below applicable on these rates.

12.3 The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number 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 dose not dispose off the empty cable drums with in 3 days of becoming empty, the BSNL is at liberty to dispose off drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges (to be decided by the GMT Hubli from the bill/ security deposit/ any other amount due to the contractor.

13. **PENALTY CLAUSE:**

13.1 **Delays 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 to 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 Seventh day from issue work order by the BSNL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 0.25 percent of the estimated amount per day of delay in completion of work, subject to maximum of 10(ten) percent of the cost of the work awarded. Beyond the delay due to reason no agreed by GMT Hubli. S.D. deposit will be forfeited of his discretion.

- 13.1.2 On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with 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 the 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 will be made only when the contract has been terminated or at the time of final settlement of bill on completion of work.
- 13.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the GMT Hubli / DE Hubli 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 and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payment shall be recovered from the contractor's pending bills or security deposit.
- 13.1.5 The **(the SSA Head/ Director (Projects))** reserves the right of cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.

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

- 13.2.1 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 dose 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. In the event of contractor falling to comply with, these conditions, a penalty of recovery up to Rs. 300/- per day the trench is kept open beyond the time limit allowed may be imposed by the BSNL. this penalty will be in addition to that payable for delay or slow work.
- 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 material within 3 days of becoming empty, the BSNL is at liberty to dispose off drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/ waste materials from the bill/ security deposit/ along with the costs incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty up to Rs. One thousand for each such default.
- 13.2.3 If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of (the SSA Head/ Director (Projects)) shall be final and binding.

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

13.3.1 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 schedule given below will be charged from the contractor or the amount will be deducted from his running bills;

<b>Size of existing UG/OF cables cut/ damaged</b>	<b>Amount of penalty per cut/ damage</b>
Upto 20 pair cable	Rs.7500.00 (Seven Thousand Five Hundred)
50 pair and 100 pairs cable	Rs 10,000.00 (Ten Thousand)
200 pairs & 400 pairs	Rs 20,000.00 (Twenty Thousand)
800 pairs	Rs 40,000.00 (Forty Thousand)
Above 800 pair	Rs.75,000.00(Seventy five Thousand)
OF Cable of any size	Rs 50,000.00 (Fifty 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 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 to damage stores / materials supplied by the BSNL while laying:**

13.4.1 The contractor while taking delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if any material is found damaged/ working unsatisfactorily, then a penalty equivalent to the cost of material+10% as penalty shall be recovered from the contractor' payment/ securities.

13.4.2 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.

### **14. Rescission/ Termination of contract.**

14.1 Circumstances for rescission of contract: Under the following conditions 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 conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by the 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 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 Government 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 do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after 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 BSNL) available at site, shall be transported back by the BSNL to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/ lost then the penalty shall also be recovered from the contractor as per conditions in tender documents, *bid*.
- 14.2.3 The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offer in their order of ranking (L2, L3----) at their quoted rates. If the work was awarded on single tender basis then the BSNL shall get the unexecuted work completed through any other contractor approved in **(the SSA AGM(NW Plq-Tx))** at the approved rates of that particular section or to execute the work BSNL at the **risk and cost of the contractor**. In such a event on compensation shall be payable by the Government to the contractor towards any inconvenience/ loss that he may be subjected to as a result or such an action by the government. In this regard the decision of **(the SSA GMT Hubli)** 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 he original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or any other account whatsoever any where in the BSNL or from a 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 contractor, 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 BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

### **14.4 Optional Termination by Government (Other than due default of the contractor):**

- 14.4.1 The Government may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation 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 the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and had over possession of the work / operations concerned to the Government or as the Government may direct.
- 14.4.3 The Government may, at its option, cancel or omit the execution of one or more items of work under this 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 slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.

14.5.2 **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 to the BSNL.
- b) The contractor shall give in writing the tools and plants he would like to take away/ remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper record.
- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate BSNL 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:**

- 1.1 The contractor shall at all times hold the Government harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the Government, its officers and employees and forthwith upon demand and without protect or demur to pay to the Government 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 Government may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the government or pay to the Government forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the Government arising out of or incidental to or in connection with the operation covered by the contractor.
- 1.2 The contractor shall at his own cost at the Government'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 Government.

**16. FORCE MAJEURE:**

- 16.1 If 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 restriction, strikes, lockouts or act of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the 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 any 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 BSNL as to whether the work have been so resumed or not shall be final and 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.

**17. ARBITRATION:**

- 17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with 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-08. 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 whither in addition to the functions of the Chief General Manager, Karnataka Circle, Bangalore-08,. or by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Karnataka Circle, Bangalore-08 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 said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has 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 the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 17.2 The arbitrator may from time to time the consent of parties the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 17.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Karnataka Circle, Bangalore-08 or such other places as the arbitrator may decide. The following procedure shall be followed:
- 17.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 17.3.2 There should not be a joint submission with the contractor to the sole Arbitrator
- 17.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 17.3.4 The onus of establishing his claims will be lift to the contractor.
- 17.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 17.3.6 The "points of defence" will be based on actual conditions of the contract.
- 17.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 17.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".
- 17.3.9 If the contractor includes such claims in his 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.*

**18 SET OFF:**

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

**SECTION VI**  
**SPECIAL CONDITIONS OF CONTRACT**

**1. GENERAL:**

- 1.1 The work shall be accepted only after Acceptance Testing carried out by DoT/DTS team, designated by the BSNL, as per prescribed schedule and work/ material passing the test successfully.
- 1.2 The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.3 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 The BSNL reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by BSNL, in response to query by prospective bidders shall form an integral part of bid document 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 work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by *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 commenced to be commenced, and from time to time carried on.
- 1.8** The work in each section may be split up between two or more contractor or accept any tender in part and not entirely if considered expedient by the **GMT Hubli,.**
- 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any **other ground he shall apply in writing to the Asst .General Manager(NW Plg-Tx) within 3 days of the date of hindrance** on account of which he desires such extension as aforesaid. In this regard the decision **of GMTD Hubli** shall be final.
- 1.10 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the Tender is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to 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 BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government notes etc., forming the whole or part of such security or running/ final bill pending against any contract with the BSNL. in the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with Government. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL 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 BSNL of any other BSNL of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of Government of India 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, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of of the contractor failing to comply with any of the conditions herein specified, the **(The GMT Hubli )** 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 GMT Hubli on behalf of the President can terminate the contract without compensation to the contractor. However **(The GMT Hubli)**, 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 GMT Hubli)**, shall be the final.
- 1.15 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

**1.16 Interpretation of the contract document:**

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

**1.2 Notification:**

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

**1.3 Shut down on account of weather conditions:**

- 1.3.1 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 Government or deemed advisable on account of bad weather condition or other Force majeure conditions.

## **2. STORES SUPPLIED BY THE BSNL:**

- 2.1 At no point of time the contractor shall be issued stores of value more than the contractor's material security as per number 5(j) of section III. If at all the work requires more amount of materials to issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will 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/where store available , to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor.
- 2.3 All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL 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 GMT Hubli)**. In-case the material 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 will also be treated "as site" for this purpose. Any such materials remaining unused at time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused material shall be deducted from the contractor's material security or 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 material supplied to him by the BSNL, which in the contractor's custody whether, or not installed in the work. the contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/ quality of the materials.
- 2.5 The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "BSNL'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. Upon completion of work, the contractor shall return to the Govt. at the later designated store in good condition, free of charge, any unused materials that were supplied by the BSNL.

## **3 EASEMENTS, 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 **(The GMT Hubli)** ;
  - (A) "Right of User" easements and permits.
  - (B) Railway and Highway crossing permits including bridge.
  - (C) Canal / stream crossing permits.
- 3.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licences, 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 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 such other arrangements shall be entirely at the responsibility of the, contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the Divisional Engineer.
- 3.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephone 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 OFC trench is routed across or along railways or roads the contactor shall without extra cost provide and maintain such detours and road controls as are required by the railways or government or local agencies having jurisdiction.
- 3.6 If the BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit should be provided as per EOT clause given in tender document.

#### **4 QUALITY OF WORK:**

- 4.1 The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract documents. Laxity of failure to enforce compliance with the contract documents by the BSNL and / or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in the representative of **(The GMT Hubli)** has the firth to prohibit the use of meet and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the documents.

#### **5 TAXES AND DUTIES:**

- 5.1 Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and / or incidental to the contract or any of the obligations of the parties s in terms or 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 BSNL from and against the same or any default by the contractor in the payment thereof.

#### **6 PEROTECTION OF LIF AND PROPERTY AND EXITING PACILITIES:**

- 7 The contactor is fully responsible for taking all possible safety precaution during preparation for 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 minimize the disturbance and inconvenience to the public.
- 7.1 If the excavation of trench alters the contours of the ground road and highway crossing in such locations dangerous to traffic, the contractor shall be at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL regulation as to placing of warning boards (Minimum size 3' x 2'), 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 Rs 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 poses and guy wires, railways, highways, bridges or other underground or above ground structure and / or property crossing or adjacent to the cable trench being excavated.

- 7.2 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 in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- 7.3 The contractor shall be solely responsible for location through approved nondestructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 7.4 The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith 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 BSNL shall promptly repair any damage incurred.
- 7.5 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.

## **8 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION :**

### **8.1 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 to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

8.1.1 The contractor shall have to follow EPF rules if applicable for this contract.

### **8.1.2 Contractors Labour Regulation:**

#### **8.1.3 Working Hours**

- 8.1.3.1 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 day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 8.1.3.2 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 time for the extra hours put in by him.
- 8.1.3.3 Every worker shall be given a weekly holiday on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, governed y the Minimum Wages Act or not.
- 8.1.3.4 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, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

- 8.1.3.5 Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

**7.2.2 Display of Notice Regarding wages Etc.**

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

**7.2.3 Payment of Wages.**

- 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 in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

- 7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date 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 and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

- 7.2.3.6 Wages due to every worker shall be paid to him direct or to another person authorized by him in this 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 and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

- 7.2.3.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workman.

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" of the "Wage-cum-Muster Roll", as the case may be, in the following form.

"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 made from wages**

7.2.4.1 The wages of worker shall be paid to him without any deduction of any kind except the following :-

- (a) Fines
- (b) Deduction 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 for 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 fine should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

7.2.4.3 No fine 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 fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

#### **7.2.5 Labour recorders**

7.2.5.1 The contractor shall maintain a **Register of Persons Employed** on work on contract in Form XIII of the 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 the CL (R & A) Rules 1971.

7.2.5.3 The contractor shall maintain **Wage Register** in respect of all workman employed by him on the work under contract in Form XVII of the CL (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 labourers who met with accident.
  - (b) Rate of wages.
  - (c) Sex
  - (d) Age
  - (e) Nature of accident 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 Workman's Compensation Act.
  - (l) Date of Payment of compensation
  - (m) Amount paid with details of the person to whom the same was paid
  - (n) Authority by whom the compensation was assessed
  - (o) Remarks.

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 in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

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

7.2.5.7 The contract shall maintain a Register of Advances in form XXIII of the CL (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 the 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 thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

**7.2.7 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.

**7.2.8 Service certificate**

On termination of 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.

**7.2.9 Preservation of labour records**

The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge of Labour Officer or any other officers authorized by the Ministry of Communication in this behalf.

**7.3 Power of labour officer to make investigations or enquiry**

The labour Officer or any person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

**7.4 Report of Investigating officer and action thereon**

he labour officer or other persons authorized as aforesaid shall submit a report of result of which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer 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 apply, amend, modify, interpret or effect of those regulations and on any question as to the application / interpretation or effect of those regulations.



## **8.0 INSURANCE:**

8.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations. insurance as required by law under take to identify and keep indemnify the Government from and against all manner of claims and demands and losses and damages and cost [ including between attorney and client ] charges and expenses that may arise in regard the same or that the government may suffer or incur with respect to end / or incidental to the same. The contractor shall have to furnish originals and / or attested copies as required by the BSNL of the policies of insurance taken within 15 [fifteen] days being called upon to do so together with all premium receipts and other papers related there to which the BSNL may 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 and all applicable by laws 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 BSNL, municipal boards, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractors shall require any assignee or subcontractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with provisions of the clause and in this connection the contactor agrees as to undertake to save and hold the Government harmless and indemnified from and against any / all penalties, actions, suits, losses and damages, claims and demands and costs [inclusive between attorney and client] charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

9.2 The contractor shall comply with all provisions of the 'payment of wages Act 1936', minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial, Disputes Act 1947, Maternity benefit Act 1961 and the Contract Labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL, against payments to be made for the observance of the laws aforesaid as applicable.

9.3 The tenderer shall abide with provision of EPF & Miscellaneous Provisions Act 1952 & Employees Provident scheme 1952 in respect of labours/ employees engaged by the contractor for performing the work of BSNL. For this bidder must submit the EPF registration number within one month of the award of work. **The contractor shall have to pay EPF. The bill shall be released after getting proof of EPF payment.**

## **10. TOOLS and PLANTS**

The contractor shall provide at his own cost all tools, plants appliance, implements, measuring instruments etc required for proper execution of works. The contractors shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of the setting out work, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches / ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible the make arrangements, at his own cost, for water required for carrying of the works at sites including curing of CC/RCC works. Failing his so during the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

## **SECTION VII**

### **SCOPE OF WORK AND JURISDICTION OF CONTRACT**

#### **1. SCOPE OF WORK**

- 1.1 The Optical Fibre Cable is laid through HDPE Pipes buried at a nominal depth of 165 cms. The steps involved in OF cable construction are as under:
- i] Excavation of trench upto a nominal depth of 165 cms, according to Construction specification along national/State Highways/ other roads and also in city limits as mentioned in the notice inviting tender.
  - ii] Laying of HDPE pipes/coils coupled by DPE sockets in excavated trenches, on bridges and converters, drawing of 6 mm Polypropylene para pro rope [pp rope] through the HDPE pipes/coils as per Construction Specifications and sealing of HDPE pipe ends at every manhole by HDPE end caps of suitable size.
  - iii] Providing of mechanical protection by RCC pipes/GI pipes and/or concreting/chambering according to construction specifications, wherever required.
  - iv] Fixing of GI pipes/through with clamps at culverts/bridges and / or chambering or concreting of GI pipes/troughs, wherever necessary.
  - v] Back filling and dressing of the excavated trenches according to construction specification.
  - vi] Opening of manholes [ of size 3 meters X 1 meters X 1.8 meters X 1.65 meters depth], replacing existing 6mm PP rope by 8mm PP rope from [from manhole to manhole] for ensuring smooth passage for pulling the cable. Pulling of Optical Fibre Cable with proper tools and accessories as per construction specification Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the HDPE pies, putting splits HDPE pipes and split RCC pipes with proper fixtures over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.
  - vii] Digging of pit of size 2 meter X 2 meter X 1.8 meter [depth] for construction of jointing chamber at approximately every two kilometers of internal size 1.5 meter X 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-cast jointing chamber of internal diameter of 1.2 meter filling of jointing chamber with clean sand, placing either pre-cast RCC cover or stone of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.
  - viii] Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms, fixing of route indicator/ joint indicator, concreting and back filling of pits. Painting of the route indicators with yellow colour and joint indicator by red colour and sign writing denoting route/joint indicator number, as per construction specifications.
  - ix] Documentation.

#### **1.3 ALLIED ACTIVITIES:**

- 1.2.1 Transportation Of Materials: The materials required for executing the work entrusted to the contractors against a work order shall be made available at Districts Stores Depot at Amargol Hubli. In some cases the materials may be available at sub-divisional store godown. The contractor shall be responsible for transporting the materials, to be supplied by the BSNL or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are submitted in the standard Schedule rates and therefore no separate charges are payable on this account.
- 1.2.2 Disposal Of Empty Cable Drums: The contractor shall be responsible to dispose of the empty cable drums after laying of the cable. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in the documents.

- 1.2.2.1 It shall be obligatory on part of the contractor to dispose of the empty cable drums at his/their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/were issued or from any other amount due to the a contractor or the Security Deposit.
  - 1.2.2.2 The Contractor shall not be allowed to dump the empty cable drums in Govt / Public place which may cause inconvenience to the BSNL/public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the BSBL shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in the contract from the bill/security deposit/ any other amount due to the contractor.
  - 1.2.3 Supply of Materials: There are some materials required to be supplied by the contractor for execution of works under this contact like Bricks, Cement, Wire Mesh and Steel for protection, etc. besides using other consumables which do/ don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specification.
2. COST OF WORK: The estimated cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +/- 25% of the indicated value.

**SECTION-VIII**

**DECLARATION Regarding Black Listing / Debarring from taking part in Govt. tenders by BSNL**

**(This annexure shall be signed with Seal by the bidder invariably)**

I/We:-

Proprietor/ Partner/ Director(s) of M/s .....

Hereby declare that the firm/ company namely M/s .....

..... has not been blacklisted or debarred in the past by DOT/BSNL/ or any other Government / Semi government organization from taking part in the Govt. tenders

\* was blacklisted or debarred by DOT/BSNL / Govt. Deptt /PSU from taking part in Govern tenders for a period of ..... years w.e.f..... The period is over on ..... & now the firm / company is entitled to take part in the Govt. Tenders.

In case the above information is found false I/we are fully aware that the tender / contract will be rejected / cancelled by the General Manager Telecom Hubli & EMD /SD shall stand forfeited.

In addition to above, G.M.Telecom Hubli will not be responsible to pay the bills for any completed/ partially completed works.

Place

Date

*(Strike out which is not applicable)*

Signature

Seal of the firm

Capacity in which is signed

Name Address of the firm:

**Section- IX (A)**

**DECLARATION**

**(This annexure shall be signed with Seal by the bidder invariably)**

**Proforma for declaration by tenderer regarding no relative in BSNL**

I ..... HERE BY CERTIFY THAT NONE OF MY RELATIVE(S) AS DEFINED IN THE TENDER DOCUMENT IS / ARE EMPLOYED IN BSNL UNIT AS PER DETAILS GIVEN IN TENDER DOCUMENTS. IN CASE AT ANY STAGE IT IS FOUND THAT THE INFORMATION GIVEN BY ME IS FALSE / INCORRECT, BSNL SHALL HAVE THE ABSOLUTE RIGHT TO TAKE ANY ACTION AS DEEMED FIT / WITHOUT ANY PRIOR INTIMATION TO ME.

Date :

Signature & Seal of the tenderer.

Place:

~~~~~

**SECTION - IX (B)**

**MATERIAL SECURITY BOND FORM**

Whereas.....(hereinafter called 'the Contractor" ) has been awarded the contract of cable construction work, as per tender NO..... KNOW ALL MEN by these Presents that WE ..... of ..... having our registered office at ..... (hereinafter called the "the contractor" ) are bound unto .....(hereinafter called "the BSNL") in the sum of ..... for which payment will and truly to be made of the said BSNL, 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 stores issued to him, properly, i.e the store provided to the contractor, by the BSNL 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 BSNL up to the above amount upon receipt of its first written demand without the BSNL having to substantiate its demand, provided that in its demand, the BSNL 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 and eighty(180) days after the Period Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

SECTION-X  
AGREEMENT

The successful tender 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 expression shall unless excluded by of repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Bharat Sancher Nigam Limited of here in after referred to as the BSNL of other part.

Where as the contractor has offered to enter into contractor with the said BSNL Hubli for the execution of work of trenching & pipe laying, OF cable pulling, OF cable Slicing and termination, Preparation of joint chambers, fixing, painting and sing writing of route/ joint indicators and other associated works in (the Hubli SSA AGM(NW Plg-Tx) jurisdiction) on the terms and conditions herein contained and the rates approved by the GMT Hubli (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The contractor shall, during the period of this contract that is to say from.....to .....or completion of work for Rs \_\_\_\_\_(in words) \_\_\_\_\_ whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching , pipe laying, cable pulling, cable splicing, joint chamber preparation, fixing, painting and sing writing of route indicators and other associated works as described in tender documents (annexed to the agreement), when the BSNL of (the Hubli SSA AGM Plg) or any other persons authorized by (the GMT Hubli) in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service
- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be and integral part of the contract and shall also be deemed to be included in the expression "The Contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contactor hereby declares that nobody connected with or in the employment of the BSNL /MTNL/DTS is not / shall not be ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. Stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contractor.
- 6) All the terms and conditions of the NIT NO:PLG/Tend/OFC/9-133/09-10/1 dated 06.10.2009 shall form the part of this agreement.

In witness whereof the parties presents have into set their respective hands and seals the day  
and year in \_\_\_\_\_

Above written :

Signed sealed & Delivered by  
the above named Contractor in  
the presence of

Witness :

- 1.
- 2.

Signed & Delivered on behalf  
Of the BSNL by the

Witness :

- 1.
- 2.



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

**Tender Number** \_\_\_\_\_

**Subject:** Authorisation for attending bid opening on \_\_\_\_\_ (date) in \_\_\_\_\_

following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_  
(Bidder) in other of preference given below.

| <b>Order of Preference</b> | <b>Name</b> | <b>Specimen Signatures</b> |
|----------------------------|-------------|----------------------------|
| I                          |             |                            |
| II                         |             |                            |
| Alternate Representative   |             |                            |

Signatures of bidder  
or  
Officer authorized to sign the bid documents on behalf of the bidder.

- No. 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative 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 recovered.

## **SECTION: XII**

### **LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH 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:

- 01) Bid Security in accordance to clause no. 8.
- 02) Tender document(s), in original, duly filled in and signed by the tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- 03 ) The copy of experience certificate issued by the competent authority.
- 04) The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- 05) Bid Form, duly filled in, as per section II.
- 06) Tender's profile, duly filled in, as per section III of the tender document.
- 07) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- 08) Xerox copy of PAN card or attested copy of last financial year income tax returns submitted.
- 09) Declaration regarding no relative in BSNL.
- 10) EPF registration Number to be submitted within one month of award of work
- 11) Declaration to the effect that the tenderer has not been blacklisted.
- 12) Service Tax Registration Certificate.

# BHARAT SANCHAR NIGAM LIMITED

## PART-A

### APPLICATION FOR EXTENSION OF TIME

(To be filled in by the contractor)

1. Name of the Contractor .....
2. Agreement NO. ....
3. Work Order No. ....
4. Date of Commencement of work .....
5. Date of Completion of work .....
- 6.. Period of which E.O.T have been given earlier

| Sl.No | Extension No | Letter No and date | Period of extension | Whether E.O.T was granted with L.D or without L.D |
|-------|--------------|--------------------|---------------------|---------------------------------------------------|
| 1     | First        |                    |                     |                                                   |
| 2     | Second       |                    |                     |                                                   |
|       |              |                    |                     |                                                   |
|       |              |                    |                     |                                                   |

7. Total extension previously given .....  
(Copies of previous letters of grant of E.O.T(s) shall be enclosed)
8. Period for which extension is applied for .....

9. Hindrance on account of which extension is applied for, with details:

| Sl.No | Nature of hindrance | Date of occurrence of hindrance | Period for which it is likely to last | Period for which extension required for this particular hindrance | Overlapping period if any, with reference to item | Net extension applied for | Remarks if any |
|-------|---------------------|---------------------------------|---------------------------------------|-------------------------------------------------------------------|---------------------------------------------------|---------------------------|----------------|
| 1     |                     |                                 |                                       |                                                                   |                                                   |                           |                |
| 2     |                     |                                 |                                       |                                                                   |                                                   |                           |                |
| 3     |                     |                                 |                                       |                                                                   |                                                   |                           |                |
| 4     |                     |                                 |                                       |                                                                   |                                                   |                           |                |

10. Submitted to (Engineer-in-charge through Site Engineer) .....

Signature of the contractor .....

Date :

For office use only

| Date of receipt | Inward serial number | Signature of receiving official with date |
|-----------------|----------------------|-------------------------------------------|
|                 |                      |                                           |

The scrutiny of details submitted by the contractor has been done and the report is mentioned hereunder.

.....  
 .....  
 .....

Signature of Site Engineer

Date

**PART-B (Page-1)**

**APPLICATION FOR THE EXTENSION OF TIME**  
(To be filled in by the Engineer In Charge of the work)

1. Date of receipt of application for extension of time -----
2. Name of the Contractor -----
3. Work order No. -----
4. Estimated amount of work ordered against the W.O -----
5. Date of commencement of Work -----
6. Date of completion of work -----
7. Period for which extension is applied for -----
8. Hindrance on account of which extension is applied for with details:

| S.No | Nature of Hindrance | Date of occurrence of hindrance | Period for which it is likely to last | Period for which extension is required for this particular hindrance | Overlapping period if any with reference to the item | Net extension applied for | Extension recommended |
|------|---------------------|---------------------------------|---------------------------------------|----------------------------------------------------------------------|------------------------------------------------------|---------------------------|-----------------------|
|      |                     |                                 |                                       |                                                                      |                                                      |                           |                       |
|      |                     |                                 |                                       |                                                                      |                                                      |                           |                       |
|      |                     |                                 |                                       |                                                                      |                                                      |                           |                       |

9. Submitted to competent authority for consideration.

Signature of the site Engineer  
Date

**BHARAT SANCHAR NIGAM LIMITED****OFFICE OF THE G M T BSNL HUBLI**

## HINDERENCE REGISTER

(FRONT PAGE)

|      |  |
|------|--|
| S.No |  |
|------|--|

1. Name of the Exchange -----
2. Name of the work -----
3. Name of the contractor -----
4. Agreement No. -----
5. Work Order No. & Date -----
6. Date of commencement of work -----
7. Date of completion of work -----
8. Actual Date of completion -----
9. Engineer In-Charge of the work -----
10. Site Engineer -----

**(FORMET FOR INSIDE PAGES)**

| S.No | Name of the Hindrance | Date of occurrence of hindrance | Date of removal | Overlapping if any | Total hindrance | Signature of Site Engineer | Signature of Engineer In-Charge | Remarks of officer/contactor |
|------|-----------------------|---------------------------------|-----------------|--------------------|-----------------|----------------------------|---------------------------------|------------------------------|
|      |                       |                                 |                 |                    |                 |                            |                                 |                              |
|      |                       |                                 |                 |                    |                 |                            |                                 |                              |
|      |                       |                                 |                 |                    |                 |                            |                                 |                              |

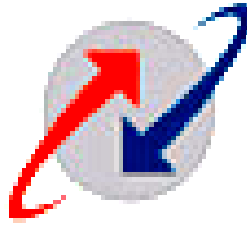
**BHARAT SANCHAR NIGAM LIMETED  
(A GOVT. OF INDIA ENTERPRISES)**

**O/o General Manager Telecom,  
Dharwad Telecom District  
Hubli-580 020**

**Bid Document**

(FINANCIAL)

**Tender for  
Optical Fiber Cable Construction Works for GSM BTS in Dharwad SSA.  
(Haveri Revenue District)**



**NIT No:-PLG/Tender/OFC/9-133/09-10/1**

**dated:.06.10.2009**

## SECTION XIII

### STANDARD SCHEDULE OF RATES FOR O.F. CABLE CONSTRUCTION WORKS

Route / Section: As Per NIT

| SL No.                                                                                                                                                                                             | Item Code      | Description Of Item                                                                                                                                                                  |                                                                           |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------|
| 1                                                                                                                                                                                                  | 1 OFCT         | <b>Schedule rate (See notes) for excavating trenches upto a depth of 165 cms. And back filling the excavated trenches after laying the PLB/HDPE pipe with or without protection.</b> |                                                                           |                                     |
|                                                                                                                                                                                                    | <b>Sec. No</b> | <b>Name of Route</b>                                                                                                                                                                 | <b>Rs.</b>                                                                | <b>Unit</b>                         |
|                                                                                                                                                                                                    | 1              | Joint near Govt. College to Motebennur BTS site                                                                                                                                      | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 2              | Joint No. 5 near PLD bank to Byadgi Old Chilli Market BTS site                                                                                                                       | 72.68                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 3              | Joint Near Venktapur Cross to Devihosur BTS site                                                                                                                                     | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 4              | Additional joint near Gurupur bus stop to Kabbur BTS site                                                                                                                            | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 5              | Proposed joint near KM stone to Aremallpur BTS site                                                                                                                                  | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 6              | Joint near TE Maknur to Maknur BTS site                                                                                                                                              | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 7              | Duct Manhole near Medleri Cross circle to BTS site at Medleri Road.                                                                                                                  | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 8              | Manhole opposite to KM No. 16 to Kadur BTS site.                                                                                                                                     | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 9              | Hangal T E to BTS site                                                                                                                                                               | 81.30                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 10             | Joint near Savanur circle to Shiggaon Taluka Office BTS site                                                                                                                         | 70.13                                                                     | Per Meter                           |
|                                                                                                                                                                                                    | 11             | Joint near Hulgur Circle Opposite KM Stone to Attigeri BTS site.                                                                                                                     | 70.13                                                                     | Per Meter                           |
| 2                                                                                                                                                                                                  | 2 HDPE         | Laying of PLB/HDPE Pipes/Coils, coupled with HDPE Sockets and drawing 6 mm PP rope                                                                                                   | 3.42                                                                      | Per meter                           |
| <b>The BSNL will supply PLB/HDPE pipes In size of 5 meters or coils, HDPE sockets, PP rope, End caps</b>                                                                                           |                |                                                                                                                                                                                      |                                                                           |                                     |
| 2.1                                                                                                                                                                                                | 2 GIHB         | Road/Rail crossing through horizontal boring method and inserting 65/0 dia G.I pipes and pushing HDPE pipes/coils inside and drawing 6 mm PP rope                                    | 500                                                                       | Per Meter                           |
| <b>The BSNL will supply G.I. Pipes in length of approx 6 M HDPE or PLB pipes/coils and PP rope</b>                                                                                                 |                |                                                                                                                                                                                      |                                                                           |                                     |
| 2.2                                                                                                                                                                                                | 2 GIPT         | Laying and fixing of 65mm/40 mm G.I Pipes in trenches with PLB/HDPE pipes/coils inside and drawing PP rope                                                                           | 11.97                                                                     | Per Meter                           |
| <b>The BSNL will supply G.I. Pipes in length of approx 6 M HDPE pipes/coils and PP rope</b>                                                                                                        |                |                                                                                                                                                                                      |                                                                           |                                     |
| 2.3                                                                                                                                                                                                | 2 GIBC         | Laying and fixing of 65 mm/40 mm G.I .Pipes/G.I Trough on Bridges & Culverts with PLB/HDPE pipes/coils inside and drawing PP Rope                                                    | 17.47                                                                     | Per Meter                           |
| <b>The BSNL will supply G.I. Troughs/GI Pipes in length of approx 6 M, clamps, HDPE Pipes/coils and PP Rope</b>                                                                                    |                |                                                                                                                                                                                      |                                                                           |                                     |
| 2.4                                                                                                                                                                                                | 2 RCCT         | Laying full round RCC Pipes in trenches with PLB/HDPE Pipes/Coils inside and drawing PP Rope                                                                                         | 14.15                                                                     | Per meter                           |
|                                                                                                                                                                                                    |                | Placing Half Round RCC Pipes/Store/Slabs/Pre Cast RCC Slabs                                                                                                                          | 8.41                                                                      | Per meter                           |
| <b>The BSNL will supply full round RCC pipe in lengths of 2M with collars, HDPE Pipe/coils, PP Rope, Material required for sealing the couplings of RCC Pipes will arranged by the contractor.</b> |                |                                                                                                                                                                                      |                                                                           |                                     |
| 2.5                                                                                                                                                                                                | 2 PCCT         | Providing RCC protection at site to HDPE or GI pipes reinforced by Weld mesh & drawing of PP Rope                                                                                    | RCC 1:2:4 at site<br>Weld mesh 50mm X 100 mm ,12 SWG based on Market rate | 1900<br>45<br>Cu/Meter<br>PerSq Mtr |



|                                                                                                                                  |                |                                                                                                                                                                                                                                                                                                                                                                                              |        |                            |
|----------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------|
| 3                                                                                                                                | 3OFCP          | Opening of manholes, replacing 6mm PP rope by 8 mm PP Rope, Puling of OF cable, Sealing of PLB/HDPE pipes by Rubber Bushes in Manholes, proving PLB/HDPE RCC split pipes in Manhole/Back filling of Manholes<br>The BSNL will supply OF Cable, 8MM PP Rope, Rubber Bush, Split RCC/HDPE or PLB pipes, Clamps. All other materials required for the work shall be arranged by the contractor. | 4      | Per Mtr                    |
| <b>The BSNL will supply Jointing Kit only.<br/>All other material required for the work shall be arranged by the contractor.</b> |                |                                                                                                                                                                                                                                                                                                                                                                                              |        |                            |
| 4                                                                                                                                | 5 JCBR         | Digging of pits of size <b>2M X 2M X1.8 M</b> for jointing chamber, construction of brick chamber of internal size <b>1.5M X1.5 MX1.2M</b> , filling of brick chamber with clean sand<br>Supply and placing of PRE-Cast RCC slabs on brick chamber, and back filling of jointing pit.                                                                                                        | 2000   | Per<br>Jointing<br>Chamber |
| <b>All other material required for the work shall be arranged by the contractor.</b>                                             |                |                                                                                                                                                                                                                                                                                                                                                                                              |        |                            |
| 4.1                                                                                                                              | 5 JCPC         | Digging of pits for jointing chamber, Fixing of Pre Cast RCC chamber filling of RCC chamber with clean sand, palcing of Pre Cast RCC slabs on RCC Chamber, and backfilling of jointing pit                                                                                                                                                                                                   |        |                            |
|                                                                                                                                  |                | <b>If Pre cost RCC Ring (1mDia 5 cm thick 25 cm Width ) X 2 Nos and RCC Cover ( 1.10M Dia in two halves) supply by contractor</b>                                                                                                                                                                                                                                                            | 1700   | Per Jointing<br>Chamber    |
|                                                                                                                                  |                | <b>If Pre cost RCC Ring &amp; Cover supply by BSNL Pre cost RCC Ring (1mDia 5 cm thick 25 cm Width ) X 2 Nos and RCC Cover ( 1.10M Dia in two halves</b>                                                                                                                                                                                                                                     | 400    | Per Jointing<br>Chamber    |
| 5                                                                                                                                | 6 ORJF         | Digging of pit 1 meter towards jungle side on each manhole/ Joint chambers for fixing of route/ Joint indicators fixing and concreting of routes/ Joint indicator<br>Painting and sign writing of route/joint indicators.                                                                                                                                                                    | 216.77 | Per<br>Indicator           |
| 6                                                                                                                                | 8Empty<br>Drum | <b>The The BSNL will supply route/joint indicators only. All Other materials required for the work shall be arranged by the contractor</b><br>Cost of Recovery of Empty Cable drums {6/12/24 F}                                                                                                                                                                                              | 200    | Per Drum                   |

Note :-The rates in the financial bid should be quoted only for item code 10FCT. Other rates shall remain fixed.

**Section XIV  
Financial Bid**

To,  
The Asst.General Manager(NW Planning-Tx)  
O/o General Manager Telecom, BSNL, Hubli-580 020

**Subject:** Our Financial Bid for Tender **NO:PLG/Tend/OFC/9-133/09-10/1** dated **06.10.2009**

Ref: .....

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. we the under signed offer to execute the Cable Construction Works in conformity with the said specifications and conditions of contract at the percentage (Below / at par / above) on standard schedule rates quoted as under:

Tender NO:-

| SI.No | Name of the Section & Route                                    | Schedule Rate through trenching per Meter in Rs | BELOW                                                                 | AT PAR                           | ABOVE                                                         |
|-------|----------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------|
| 1     | Joint near Govt. College to Motebennur BTS site                | 70.13                                           | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>....percent | In Words .....<br>.....<br>..... | In Figures ..... %<br>In Words .....<br>.....<br>.....Percent |
| 2     | Joint No. 5 near PLD bank to Byadgi Old Chilli Market BTS site | 72.68                                           | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>....percent | In Words .....<br>.....<br>..... | In Figures ..... %<br>In Words .....<br>.....<br>.....Percent |
| 3     | Joint Near Venktapur Cross to Devihosur BTS site               | 70.13                                           | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>....percent | In Words .....<br>.....<br>..... | In Figures ..... %<br>In Words .....<br>.....<br>.....Percent |
| 4     | Additional joint near Gurupur bus stop to Kabbur BTS site      | 70.13                                           | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>....percent | In Words .....<br>.....<br>..... | In Figures ..... %<br>In Words .....<br>.....<br>.....Percent |

|           |                                                                     |       |                                                                        |                                  |                                                                  |
|-----------|---------------------------------------------------------------------|-------|------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------|
| <b>5</b>  | Proposed joint near KM stone to Aremallpur BTS site                 | 70.13 | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>.....percent | In Words .....<br>.....<br>..... | In Figures .....<br>%<br>In Words .....<br>.....<br>.....Percent |
| <b>6</b>  | Joint near TE Maknur to Maknur BTS site                             | 70.13 | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>.....percent | In Words .....<br>.....<br>..... | In Figures .....<br>%<br>In Words .....<br>.....<br>.....Percent |
| <b>7</b>  | Duct Manhole near Medleri Cross circle to BTS site at Medleri Road. | 70.13 | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>.....percent | In Words .....<br>.....<br>..... | In Figures .....<br>%<br>In Words .....<br>.....<br>.....Percent |
| <b>8</b>  | Manhole opposite to KM No. 16 to Kadur BTS site.                    | 70.13 | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>.....percent | In Words .....<br>.....<br>..... | In Figures .....<br>%<br>In Words .....<br>.....<br>.....Percent |
| <b>9</b>  | Hangal T E to BTS site                                              | 81.30 | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>.....percent | In Words .....<br>.....<br>..... | In Figures .....<br>%<br>In Words .....<br>.....<br>.....Percent |
| <b>10</b> | Joint near Savanur circle to Shiggaon Taluka Office BTS site        | 70.13 | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>.....percent | In Words .....<br>.....<br>..... | In Figures .....<br>%<br>In Words .....<br>.....<br>.....Percent |
| <b>11</b> | Joint near Hulgur Circle Opposite KM Stone to Attigeri BTS site.    | 70.13 | In Figures ..... %<br>In Words .....<br>.....<br>.....<br>.....percent | In Words .....<br>.....<br>..... | In Figures .....<br>%<br>In Words .....<br>.....<br>.....Percent |

Note: The tenderer shall quote rate for intended routes mentioned in this tender. The bidder may quote rate for more than one route, provided that EMD for other route is submitted. The quoted rate shall be inclusive of all taxes (viz. service tax), duties, levies, transportation of material from District Telecom Store/where store is available etc.

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

We agree to abide by this bid for a period of 180 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.

Date ....../...../2009.

**Name of The Tenderer .....**

**Signature of the Tenderer.....**

## CHECK LIST

**Have you enclosed the following documents With your QUALIFYING BID? Please confirm:**

| SI No. | Details of the document                                                                                                                                                                                                                               | Enclosed or not |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1.     | Bid Security in accordance to clause no. 8.                                                                                                                                                                                                           |                 |
| 2.     | Cost of the Bid form if down loaded from Internet.                                                                                                                                                                                                    |                 |
| 3.     | Tender document(s), 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 the tenderer or his authorized representative.) |                 |
| 4.     | The copy of experience certificate issued by an officer not below the rank of DGM or equivalent. The tenderer should submit experience for having laid total of 10 kms of underground Cable..                                                         |                 |
| 5.     | The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.                                                                                                                                                    |                 |
| 6.     | Bid Form, duly filled in, as per section II.                                                                                                                                                                                                          |                 |
| 7.     | Tender's 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.     | Xerox copy of PAN card or attested copy of last financial year income tax returns submitted                                                                                                                                                           |                 |
| 10.    | Declaration regarding no relative in BSNL and Blacklisting                                                                                                                                                                                            |                 |
| 11.    | Service Tax Registration Certificate - Copy                                                                                                                                                                                                           |                 |