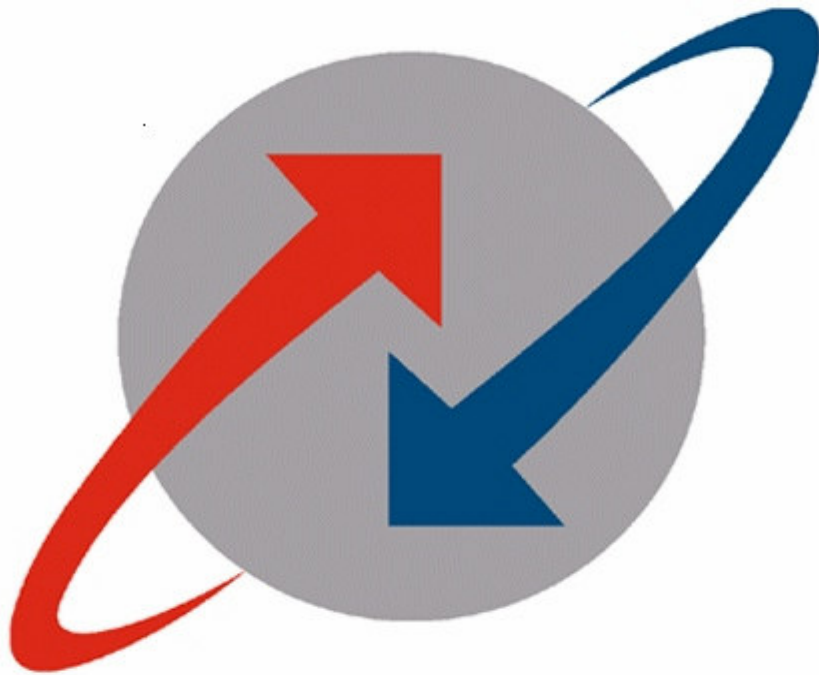


BID DOCUMENT

TENDER FOR OPTICAL FIBRE CABLE CONSTRUCTION WORK FOR GSM PHASE V.1 IN KODAGU TELECOM DISTRICT.

**No:KDGTDMCA/MM/OFC/ TENDER/ GSM V.1 /2009-10/01 Dtd at MCA 31-08-2009
OFFICE OF THE GENERAL MANAGER TELECOM, BSNL,
KODAGU TELECOM DISTRICT, MADIKERI-571201**



BHARAT SANCHAR NIGAM LTD.

COST OF THE DOCUMENT: Rs. 563.00 (including all taxes)

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Bid Document Serial Number:

**Name & Address of the Bidder:
to whom issued**

Document Fees cash receipt No. & Date:

Signature of the issuing officer:



Bharat Sanchar Nigam Ltd.

(Government of India Enterprise)

Office of the General Manager Telecom, Kodagu Telecom District,
Madikeri-5712015001

SECTION-I: -NOTICE INVITING TENDER

**Tender for Optical Fibre Cable construction Work for media to GSM BTSs under
Phase V.1 in KODAGU T.D**

NIT No:KDGTD/MM/OFC/Tender/ GSM V.1/2009-2010/01 Dated 31-08-2009

Properly sealed tenders (Packing PVC tape/Sealing wax) are invited for and on behalf of B. S. N. L. by the General Manager, Kodagu Telecom District, Madikeri -571201 from the **Eligible BSNL enlisted as well as non-enlisted experienced contractors for the following works:**

1. Name of Work : **Trenching, PLB Pipe laying and O.F. Cable pulling work**
2. Area of Contract

Zone No.	Name of the SSA	Route of OF cable to be laid	Approx. Length of cable to be laid	Estimated Cost of Work in Rupees	Cost of Bid Document (Not refundable) In Rs.	Bid Security in rupees	
						EMD in Rs.	SD in Rs.
1	Madikeri SDCA	Various routes in Madikeri SDCA	19600 Mtrs	3626000/-	563=00	Rs90700/-	Rs 271900/-
2	Somwarpet SDCA	Various routes in Somwarpet SDCA	7700 Mtrs	1424500/-	563=00	Rs35700/-	Rs 106750/-
3	Virajpet SDCA	Various routes in Virajpet SDCA	13400 Mtrs	2479000/-	563=00	Rs62000/-	Rs 185900/-

Total 40.700KM 75,29,500/-(approximate)

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

NOTE: SD is applicable to only successful bidder. EMD is compulsory to all bidders. and the Mode of payment SD & EMD by DD only .

4. Mode of Payment : The intending suppliers may obtain the Tender document from the Sub Divisional Engineer (Material Management), 2nd Floor, O/o G.M. Telecom, Kodagu. TD, Madikeri on any working day from 10-9-2009 to 30-9-2009 between 1000 Hrs to 1500 Hrs by producing Cash receipt for Rs.563/- (Rs 500/- + KST) paid in cash at cash counter of Accounts officer(Cash) O/o G.M. Telecom, Kodagu TD, Padmavathi Complex, Gowli Street Madikeri – 571201 or DD drawn in favour of “BSNL Kodagu TD Madikeri – 571201” which is non-refundable. **The documents may also be down loaded from the BSNL Web site www.karnataka.bsnl.co.in and <http://www.tenders.govt.in> the tender may be submitted with an application fee of Rs. 563/- in the form of DD in addition to the EMD with Certificate as per the format available in page No 4.**

CERTIFICATE

(For downloading of Tender document from Web Site)

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website, and no addition/deletion /correction, has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs _____ towards the cost of Tender document along with the EMD.

Place _____ Signature of the Tenderer/Authorised Signatory :
Date _____ Name of the Tender _____ :

Seal of the Tenderer _____ :

6. Sale of tender documents : **from 10-9-09 10.00 Hrs to 13.00 Hrs of 30-9-09**
on all working days
7. Time and last date of submission: **14.00 hours of 30-9-09.**
Bid
8. Time of Bid Opening : **15.00 hours of 30-9-2009.**

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

Sd/-
**General Manager Telecom
Kodagu Telecom District
Madikeri - 571201**

SECTION-II
BID FORM

TENDER FOR O.F. CABLE CONSTRUCTION WORK_in following places

No.KDGTD/MCA/MM/ OFC/Tender//GSM V.1/2009-10/01MCA Date: 31.08.2009.

To,
The General Manager Telecom,
BSNL, Kodagu Telecom District,
Madikeri - 571201

Dear Sir,

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

.....
The receipt of which is hereby duly acknowledged, We, undersigned, offer to execute the Optical Fibre Cable laying in **Kodagu SSA** conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

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

Signature of authorised Signatory:.....
In capacity of:.....

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

Witness.....

Address.....

Signature.....

Tele No: STD Code----- No-----

Cell No:

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

- b) Work experience details for non-Enlisted Bidders :
(Work Experience certificates to be enclosed)
9. Tenderer's Bank, its address and his current Account No. :
10. a) Permanent Income Tax number & Income Tax Circle :
(Please attach copy of the last income tax return.)
- b) EPF Code Number :
(Please enclose certificate of EPF registration)
11. Infra-structural Capabilities :
- a) Capacity of trenching per day (in meters)
- b) Capacity of cable laying per day (in meters)
- c) Capacity of pulling cable through duct per day (in mtr) :
- d) Capacity of engaging mazdoors per day :
- e) Particulars of vehicles available with the tenderer : 1)Type of Vehicle
2) Registration No.
- f) Particulars of other machines possessed by the contractor
Which can help in trenching, cable laying & pulling :
12. Details of Technical and Supervisory staff :

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

Signature of the Bidder/Authorised signatory:

Place :

Date :

Name of the Bidder:

Seal of the Bidder



Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)

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

TENDER FOR O.F. CABLE CONSTRUCTION WORK FOR MEDIA TO GSM BTS PHASE V.1 IN KODAGU TD.

INSTRUCTION TO BIDDERS

A. INTRODUCTION:

1. DEFINITIONS

- a. **Bharat Sanchar Nigam Limited:** The Bharat Sanchar Nigam Limited means the Bharat Sanchar Nigam Limited and his successors.
- b. **Government of India:** The Government or Government of India shall mean the President of India.
- c. **PSU (Public Sector Unit):** PSU means Bharat Sanchar Nigam Limited Bharat Sanchar Nigam Limited under Ministry of Communications, which invites the tenders on behalf of Bharat Sanchar Nigam Limited. All references of:
BSNL
Chief General Manager
Principal General Manager
General Manager
Deputy General Manager / Area Manager / Director / Telecom District Manager
Divisional Engineer
Sub Divisional Engineer
Junior Telecom Officer
Chief Accounts Officer
Accounts Officer
Assistant Accounts Officer
Junior Accounts Officer and including other officers in the department, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean Bharat Sanchar Nigam Limited under the Ministry of Communications, Government of India.
- d. **The SSA Head:** means the Head of SSA i.e. GM Telecom, Kodagu Telecom District, Madikeri and successors.
- e. **The Jurisdiction of (the SSA Head):** The jurisdiction of (the SSA Head) means Kodagu Telecom District which coincides geographically with Revenue Districts.
- f. **Representative of (the SSA Head):** Representative of (the SSA Head) means officer and staff for the time being in "Kodagu Telecom District" deputed by the GM Telecom, Kodagu Telecom District Madikeri for inspecting or supervising the work or testing etc.
- g. **Engineer-in-charge:** The Engineer-in-charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract. (Minimum Divisional Engineer level Officer).
- h. **Site Engineer:** Site Engineer shall mean an SDE of the Department who may be placed by the General Manager Telecom, Kodagu Telecom District, Madikeri as in-charge of the work at site at any particular period of time.
- i. **A/T Unit:** A/T Unit shall mean Acceptance and Testing unit of the Department.
- j. **A/T Officer:** An officer authorised by GMT to conduct A/T.
- k. **Contract:** The term Contract means, the documents forming the tender and acceptance thereof and the agreement executed between the competent authority on behalf of the Bharat Sanchar Nigam

Limited and the contractor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time, engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise require, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

l. **Contractor:** -The Contractor shall mean the individual, Firm or Company, enlisted with PSU(Public Sector Unit) in accordance with the procedure for enlistment of contractors, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or successors of such firm or company and the permitted assignees of such individual, firm or company/works

m. **Work:** - The expression “works” shall unless there be something either in the subject or context Repugnant to such construction be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

n. **Schedule(s):** - Schedule(s) referred to in these conditions shall mean the relevant
o. schedule(s) or the standard schedule of rates mentioned in the document.

p. **Site:** - The site shall mean the land/ or other places on, into or through which work is to be Executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

q. **Normal time or Stipulated time:** - Normal time or Stipulated time means time specified in the work order to complete the work.

r. **Extension of Time:** - Extension of Time means the time granted by the BSNL Kodagu to complete the work beyond the normal time or stipulated time.

s. **Date of Commencement of Work:** - Date of Commencement of Work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.

t. **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.

u. **Duration of completion of work:** - The Duration of completion of work or completion time shall be specified in the work order plus extension of time granted, if any.

v. **Excepted risk:** - Excepted risks are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented 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 government 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 Enlisted contractors as well as non-enlisted Experienced Cable Contractors as per their eligibility mentioned in Notice Inviting Tender (NIT) of this tender document.

B. THE BID DOCUMENTS:

3. BID DOCUMENTS:

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

3.1.1 Qualifying Bid:

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

3.1.2. Financial Bid

- 3.1.2.1 Schedule of rates for construction

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

4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification on Bid Documents shall notify the PSU in writing & 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 clarification by the PSU shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the BSNL will form part of the document.

5. AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date for submission of bids, the 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 department 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 PSU 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 PSU (Public Sector Unit) 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 the tendering contractor or his authorised representative along with seal on each page. All corrections and overwriting must be signed for correction or alternations with date by the contractor or by his authorised representative.
- iii) a) The copy of Enlistment certificate issued by competent authority duly attested by a gazetted officer in case of Enlisted Bidders.
b) In case of Non-Enlisted Bidders, Work Experience certificate of Cable construction works issued by the officer not below the rank of Divisional Engineer of the Department.
- iv) Latest income tax clearance certificate or copy of latest IT return copy submitted to IT Department.
- v) The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- vi) Solvency certificate from the bank of the tenderer for an amount mentioned in the Tender document depending on different SDCAs for which the contractor offers his bidding. The solvency certificate shall not be older than the date of issue of NIT.
- vii) Bid Form, duly signed in, as per Section-II.
- viii) Tenderer's profile, duly filled in, as per Section-III of the Tender document.
- ix) Original 'Power of Attorney' in case person other than the tenderer has signed the tender documents.
- x) List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work with the EPF Registration/Code certificate of the contractor issued by the PF authority.
- xi) Service Tax registration copy
- xii) Labour licenses issued from labour Department

8. **BID SECURITY:**

8.1 The bidder shall furnish, as part of his bid, an EMD / SD for an amount mentioned in Tender document depending on the SDCA for which the contractor stands for bidding. The EMD/SD value is furnished for each SDCA in the Tender document. All bidders shall furnish EMD along with tender application and Security Deposit will be collected from the successful bidders only, before execution of the Agreement. No interest shall be paid by the department on Bid security & EMD (EMD+SD) for any period, what so ever.

8.2 The bid security is required to protect the Department against the risk of bidders conduct, which **would warrant the security's forfeiture, pursuant to para 8.7.**

8.3 EMD & Bid security shall be paid in the form of Demand Draft issued by a scheduled Bank drawn in favour of " BSNL, KODAGU TD." payable at Madikeri.

8.4 **A bid not secured in accordance with para 8.1 & 8.2 shall be rejected by the**

8.5 **PSU(Public Sector Unit) as non responsive**

8.6 The EMD of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of the Bid validity prescribed by the PSU. The successful bidder's EMD will be compulsorily be converted as supplement to performance security deposit in accordance with clause 28.

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 if the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department **or** In case of a successful bidder, if the bidder fails:

- i) to sign the agreement in accordance with clause 28, **or**
- ii) to furnish Material Security in accordance with clause 27.

9. BID PRICE:

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, except service Tax. The contractor shall be responsible for transporting the materials, to be supplied by the BSNL (At the District Telecom Stores) or otherwise to execute the work under the contract, to site at/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.

9.2. Prices shall be quoted by the bidder as **Percentage below / above / at par** the schedule of rates given in the schedule of rates (**Financial Bid Form-A**) for trenching work only. For other items of works bidder shall quote his item-wise rate with respect to the SR offered by the Department (**In Financial Bid Form-B**). Prices quoted 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 shall be 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 365 days from date opening of the bid (Qualifying Bid).
A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PSU (Public Sector Unit) AS NON-RESPONSIVE.

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

11. SIGNING OF BID:

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

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

D. SUBMISSION OF BIDS

12 METHOD OF PREPARATION OF BID:

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

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

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

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

TENDER FOR TRENCHING AND LAYING PLB PIPE
“NOT TO OPEN BEFORE DUE DATE OF TENDER”

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

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

13 SUBMISSION OF BIDS:

13.1 Tenders should be dropped in person in the tender box placed in the office of DE (**Planning**), **O/o G. M. Telecom, Kodagu TD Madikeri-571201**, before the closing date & time of tender, as mentioned in NIT. The tenderer has to ensure the delivery of the bids at the correct address. The department shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of the tender box will not be entertained by the SSA head or any of the subordinates or will not be allowed to be dropped in the tender box.

13.2 **Postponement of Tender Opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tenders shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the news papers in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

13.3 The Government of India, if subsequently, declares the date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

14 LATE BIDS:

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

15 MODIFICATIONS AND WITHDRAWALS OF BIDS:

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with wax / packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION:

16 OPENING OF BIDS BY THE BSNL:

- 16.1 The BSNL shall open the bids in the presence of bidders or his authorised representative who choose to attend, at 14.30Hrs. on due date. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in **section-XI**).
- 16.2 A maximum of Two (2) representatives for any bidder shall be authorised and permitted to attend the bid opening.
- 16.3 The Bid shall be opened in the following manner:
- 16.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. All the members shall initial on the outer envelopes of all the bids with date.
- 16.3.2 The envelopes containing the tender offer and not properly sealed, as required vide para 16.3.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reason for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- 16.3.3 First the outer envelope containing the three inner envelopes be opened. The bid opening committee shall initial on all three inner envelopes with date.
- 16.3.4 Among these three envelopes, the envelope marked "**BID SECURITY**" shall be opened first and examined.
- 16.3.5 The bidders who have submitted proper bid security as per tender document, their "**QUALIFYING BID/TECHNICAL BID**" shall be opened and papers / documents submitted by the bidder shall be examined and recorded by the Tender opening Committee (TOC). After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- 16.3.6 After recording of "Qualifying Bid" the Tender Opening Committee 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 of the "**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 bidders name, bid prices, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate; will be announced at the opening.

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

17 CLARIFICATION OF BIDS BY THE BSNL:

To assist in examination, evaluation and comparison of bids, the Department may, at its discretion ask the bidder for clarification of their bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18. PRELIMINARY EVALUATION:

18.1. Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

18.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, the bid shall be rejected.

18.3 Prior to the detailed evaluation, pursuant to clause 22, the 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 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 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 does not constitute a material deviation, provided that such waiver do not prejudice or affect the relative ranking of the bidder.

19 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BID:

19.1 The 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 the responsive bid shall be done on the basis of rates quoted for excavating trenches of all types of soil (except rocky) upto a depth of 165 cms and a width of 45 cms and back filling the trenches and laying PLB Pipes with or without protection.

20 CONTACTING THE BSNL:

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

20.2 An effort by the bidder to modify the bid or influence the department in the department’s bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

21. AWARD OF CONTRACT:

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

21.2 The work against the tender is for one year’s requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the contractor.

22. BSNL RIGHT TO VARY QUANTUM OF WORKS:

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 whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the department's action.

24. ISSUE OF LETTER OF INTENT:

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

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

25. SIGNING OF AGREEMENT:

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

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

26. ANNULMENT OF AWARD:

Failure on the part of the successful bidder to comply with the requirement of clause no. 28 shall constitute sufficient ground for annulment of award of contract and for forfeiture of bid security. Under such condition the department may make the award of contract to any other bidder at the discretion of the department or call for new bids.

Sd/-
Divisional Engineer (Planning)
O/oG.M.T, BSNL, Madikeri 571201

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 confirm to the standards prescribed in the Optical Fibre cable construction practices manual.
3. **PRICES: (Rates)**
 - 3.1 Rates 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 Rate once fixed will remain valid for the period of contract. Increase and decrease of taxes / duties will not affect the Rates during this period., under any circumstances.
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) **PERFORMANCE SECURITY:**
 - a. The BSNL , at the time of making any payment to the contractor for the work done under the contract, shall deduct a sum equal to 10% of running bills/final bill in addition to the sum already deposited as security deposit (due to conversion of bid security).
 - b. The proceeds of the performance security shall be payable to the department as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
 - c. The performance security shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work / or violation of any terms and conditions of the contract as stipulated in the bid document.
 - d. No interest will be paid to the contractor on the security deposit
6. **ISSUE OF WORK ORDERS AND TIME LIMIT:**
 - 6.1 The contractor shall organise the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.
 - 6.2 **Work orders shall be issued by the Sub Divisional Engineer in-charge of the Exchange area** after examining the technical and planning details of the works to be executed.
 - 6.3 If due to any reason partial work order to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager/SSA head.
 - 6.4 The Sub Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
 - 6.5 The department reserves the right to cancel or modify the scope of work stipulated to be carried out, as per the work order, in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the Head of SSA, the contractor is not executing the work at the required pace.
7. **EXTENSION OF THE TIME LIMIT:**

7.1 GENERAL:

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

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

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

7.2.1 There may be some hindrance, other than covered under *force majeure*, while execution of work. In such cases the contractor shall apply in writing in the prescribed form (Part-A) to the Engineer-in-charge for extension of the time (EOT), on account of which he desires the extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (The officer who is in-charge of cable construction) with his detailed report and photo copy of the hindrance register, in the prescribed form (Part-B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied

7.2.1.1. The application contains the ground(s), which hindered the contractor in execution of the work.

7.2.1.2. The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

7.2.1.3 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.

7.2.1.4 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 Liquidated damage charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of the competent authority.

7.2.1.5 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.

7.2.1.6 If the competent authority is of the opinion that the grounds shown by the contractor are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

7.3 Grant of Extension of Time without Applications:

7.3.1 There are, at times, practical difficulties like non-availability of materials, delay in providing permissions /right of way etc. reasons of which are ascribable to the BSNL. In such cases, the Engineer in-charge with the approval of competent authority to sanction EOT, may issue extension of time *suo motto* without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL 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 are to be maintained by the Officer in-Charge of the work or his immediate engineering subordinate not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initiated & 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 measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly 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 50% of measurements. The Divisional Engineer shall be responsible for conducting test check 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 : *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. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters in the multiples of 5 cms. For eg. 97 cms will recorded as 95 cms and 103 cms as 105 cms. The points

of measurements shall preferably be at an interval of 5 Meters, starting from 0 (Zero) meter in that segment provided the depth of excavation is uniform in that interval. 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

< 165 cms. To > 150 cms. 5% of approved rates

< 150 cms, to > 130 cms 12.5% of approved rates

< 130 cms, to > 100 cms 25% of approved rates.

Below 100 Cms. 40% of approved rates

* Measurement of lengths and profiles of strata and protection

The measurements of length of trenches are on running meter basis,irrespective of type of soil encountered while digging. The type of protection provided (Item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

8.1.5 The contractor shall sign all the measurements recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case 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 sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document 'procedures for underground trenching and pipe laying' and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for reopening of trench for test check by the Divisional Engineer. Separate payments shall not be made to the contractor for excavation of such test checks, however

such test pits shall not be more than 10% of the PLB pipe laying work.

8.2 Inspection, and Quality Control :

8.2.1 The Quality of works : The importance of quality of trenching and pipe laying works need not be over-emphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges depends upon quality of trenching and pipe laying. Further, the OF Cables are vulnerable to damages due to work of other agencies.

8.2.2 The quality of O.F.Cable plant depends upon the quality of individual items of work involved viz Depth of Cables laid, care while paying & laying protection, Jointing of Cables and Terminations in equipment room and at last but not the least on documentation of cable network. In order to ensure quality in cable construction work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

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

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

8.2.5 In addition to Acceptance Testing being carried out by A/T Wing and supervision by Construction Officers, all works at all times shall be open to inspection of the Corporation. The Contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

8.2.6 Site Order Book : The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by Officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the Corporation in the site order book. The site order book is to be maintained in the prescribed format. The Contractor or their authorized representatives shall also be at liberty to note their difficulties etc in these books. The site order book shall invariably be consulted at the time of making final payments to the contractor.

8.3 Testing and Acceptance Testing :

8.3.1 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 at his/her own cost immediately. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

8.3.2 Scope of Acceptance and Testing : The purpose 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 taken 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 A.T Officer without any additional cost to the Department.

8.3.3 Offering the work for acceptance and testing : The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T, shall offer the work to A.T Officer for conducting Acceptance Testing. The work shall be offered for A.T 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.

8.3.4 The contractor shall provide labour, if demanded by the A.T Officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit. Tender for trenching and pipe laying works

WARRANTY:

9.1 The contractor shall warrant that the materials supplied for the work shall be new and free from all defects & faults. And also he shall warrant that the workmanship and manufacture of the materials be of the highest grade and consistent with established and generally accepted standards of the type ordered. And shall perform in full conformity with the specifications and drawings prescribed. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quality of materials etc. And the contractor shall remedy such defects at his own cost when called upon to do so by the Department who shall state in writing in what respect stores are faulty. This Warranty shall survive inspection, or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the acceptance testing.

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

10.2 Provided the BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short, where such payments have been agreed upon between the Divisional Engineer/his subordinate officer on one hand and the contractor on the other hand, any term of the contract permitting payment for work after assessment by the SSA head or his subordinate officer.

10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

11 PAYMENT TERMS:

11.1 Procedure for preparation and settlement of Bills:

All items of work involved in the work order shall be completed in all respects before preferring the bills of the work . the provision of running bill has been made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time . the procedure for preparation of running and final bills is enumerated as under. The work order shall contain work of one or more O.F. cables . As stated earlier the work has to be organized in such a way so that the cables are available for commissioning the O.F. System at the earliest. In line with this thinking, the contractor should carry out the

works in a systematic manner either of one O.F. Cable cable or a number of O.F cables on the same route . All items of work involved in this unit work shall be completed in all respects before preferring the bills of the work. The provision of running bill has to been made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time. The procedure for preparation of running and final bills is enumerated as under.

11.1.1.1 Procedure for preparation, processing and payment of bills:

The contractor shall prepare the bills in triplicate after Acceptance Testing of all works as envisaged above, and check the correctness of rates and quantum of work and submit the bills to SDE in-charge of the work within 30 days of Acceptance Testing. The bills shall be prepared accurately and as per the measurements recorded in the measurement book and after acceptance testing of all the items involved in the work. The SDE in-charge shall scrutinize the bills against the work entrusted to the contractor and accord the certificate on the bills that the site order books have been consulted before signing the bills. This would enable the SDE to ensure whether defects pointed out during execution have been rectified or not. The SDE in-charge of work shall after scrutinizing the bills accord the satisfactory work completion certificate in accordance with the specification and Terms & Conditions of the contract and submit the bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.

- First copy of bill with first copies of measurement sheets of measurement book and A/T reports. (Payable Copy)
- Second copy of bill with second copies of measurement sheets of measurement book and A/T reports. (Not for Payment)
- Third copy of the bill with photocopies of measurement sheets and A/T reports. (not for Payment)

11.1.1.2 The Divisional Engineer shall exercise the prescribed test checks and accord necessary certificate on the bills. The Divisional Engineer shall retain the third copy in record and record it in the estimate file maintained in his office and send first and second copies with all documents to works section of Planning cell for processing of bills and release of payment.

11.1.1.3 The work section of Planning cell shall process the bills in the estimate file of the concerned works and scrutinize the bills vise-a-vise work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works section, by the officer competent to pass the bill. Against any bill, payment to the extent of only 90% shall be made. 10% of the bill amount towards performance security deposit and also statutory taxes applicable to contract shall be deducted at the time of payment from each bill. Account payee cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contract's ledger by works section of the planning cell. **The bill form should be preferably a printed one with PAN/TAN and service Tax registration no the running bill should accompany invariably with a copy of service Tax paid challan for previous running account bill.**

11.1.2 Procedure for preparation, processing and payment of final bill : The contractor shall prepare the final bill in triplicate after acceptance 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 lakhs and in six months if the same exceed Rs .two lakhs, of the submission of the 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 all the quantities as per Measurements at the approved rates.
- * Adjustment of performance security deposit and statutory taxes .

* 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) Extension of Time . If work could not be completed within stipulated time.

11.1.2.1 The SDE In-charge of work shall scrutinize the bills and accord necessary certificates and submit the 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 measurements book. (Payable copy)

* Second copy of bill with second copies of measurement sheets of measurement book (Not for payment)

* Third copy of bill with photo copies of measurement sheets measurement sheets (Not for payment)

The S.D.E. in-charge of work shall scrutinize the final bill against the work 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 of 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 to the Divisional engineer, in-charge of the work.

11.1.2 ,1

- Material reconciliation statement.
- Measurement Book.
- A/T certificates.
- Details of recoveries/penalties for the delays, damages to Department/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report to be submitted.
- EPF contribution details as stipulated in the Tender document section VI clause-11
- Letters of grant of EOT(s), if the work could not be completed within stipulated time.

11.2 Procedure for Payment for sub standard works:

11.2.1 The contractor is required to execute all the works satisfactorily and in accordance with the specifications.if certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or any materials/articles provided by the contractor for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract specifications, (referred to as standard work hereinafter), then the Divisional Engineer in-charge shall make a demand in writing mentioning the substandard workmanship of the contractor specifying the work, materials or articles.

11.2.2 **Timely action by Construction Officers:** Timely reporting and action can prevent occurrence of sub standard work to a great extent, otherwise it will be difficult to rectify later on. It is incumbent on the part of the construction officer to point out the defects in work in time during progress of the work.

The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report on occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. The

Divisional Engineer in-charge should serve a notice on the contractor pointing out the sub standard work done by him and should ask the contractor to rectify/replace/remove the sub standard item of work giving a definite time period within which such rectification / removal / replacement has to be done. After expiry of notice period if the contractor fails to rectify/replace/remove the sub standard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor. This course of action shall be implemented during the time of work in progress. Non-reporting of the sub standard work in time on the part of the Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities. Authority and procedure to accept sub standard work and payment thereof: There may be certain items of work pointed out as sub standard and is difficult to rectify and which in the opinion of SSA Head will not materially deteriorate the quality of service provided by the construction. In such cases the SSA Head shall appoint a committee to work out the reduced rates payable to the contractor for the particular item of sub standard works. The committee shall constitute on Divisional Engineer other than the one who is directly in-charge of cable construction involving sub standard items of work, as Chairman and one SDE (Planning) and an Accounts officer as members. The committee shall take into account the approximate cost of the material/work pointed out as sub standard and recommend the rates payable for sub standard work which shall not exceed 60% of the approved rates of the item in question.

11.2.5 Record of sub standard work:

The items adjudged as sub standard shall be entered into the measurement book with red ink.

12. **DELETED**

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 by the contractor and **shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from 7th day of issue of work order by the department.** The work shall be proceeded with all diligence to achieve the desired progress uniformly and throughout the stipulated period of contract. In case of any delay in completing the work by the contractor within the targeted date mentioned in the work order the contractor shall pay a penalty amount equal to 1% (one percent) of the amount of work awarded to the contractor in the work order for every one week or part there off delay in completion of work. This penalty is subject to a maximum of 10% (Ten Percent) of the cost of the work awarded in the work order.
- 13.1.2. If, on any date, the penalty payable (as above) by the contractor reaches 10% (Ten percent) of the estimated cost of the work, then the contractor should proceed with the work only after getting written permission from the Divisional Engineer concerned. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer. One of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.
- 13.1.3. Penalty for delay in completion of work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 13.1.4. In case of slow progress of work in a section which have been awarded to a contractor, and the public interest does not permit extension of time limit for completion of the work, then the General Manager Telecom will have the full right to order for the restriction of the scope of the contractor to such a fraction of the whole work that the balance can be got done at the risk and at the cost of the contractor.

The details are given in rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit

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

13.2 Penalty for causing inconvenience to the Public:

- 13.1.1. 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 200meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200meters shall not be kept open for more than 4 days in case of laying of cable by digging paved surfaces. In the event of contractor failing to comply with these conditions a penalty recovery of Rs. 300/- per day the trench is kept open beyond the time allowed to do so may be imposed by the department. This penalty will be in addition to that payable for delay or slow work..
- 13.1.1 The contractor shall not be allowed to dump the empty cable drums/waste materials in BSNL. /Public place, which may cause inconvenience to BSNL. /Public. If the contractor does not dispose off the empty cable drums/waste materials with in 3 days of becoming empty, the BSNL is at liberty to dispose off the same in any manner deemed fit. And the BSNL shall recover the amount fixed in this contract for empty cable drums etc. from the bill/security deposit/along with the costs incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty up to Rs. 1000/- (One thousand) for each such default.
- 13.1.2 If any such penalty is levied on a contractor for more than 2 (Two) occasions, then contract could be terminated. In this regard the decision of the SSA Head shall be final and binding.

13.2 Penalty for cutting/damaging the old cables:

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

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

Besides the above penalty, the contractor shall carry out such repairs for restoration of the damaged cable at the cost of the contractor. The cost of jointing kit shall also be borne by the contractor. If the

contractor fails to repair the damage, the cost of repair (including cost of labour + Jointing kit) shall be recovered from the contractor.

13.3 Penalty for damaging the stores/materials supplied by the BSNL while laying:

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

13.4 Penalty for delayed submission of bills:

- 13.4.1 If the submission of bills are delayed by the contractor beyond the prescribed period, mentioned in the previous clauses, a penalty at the rate of 0.25% of the amount of the bill (per every week of delayed submission) should be recovered from the bill subject to a maximum of 5% of the concerned bill amount.
- 13.4.2 The bills complete in all respects submitted by the contractors **after one month** of completion of A/T, will be treated as invalid and no payment will be made on them. However, in exceptional cases, payment will be authorized with applicable penalties mentioned in the bid documents by the heads of circles only, after detailed investigation & on appeal by the contractor.

14 Rescission / Termination of contract:

14.1 Circumstances for rescission of contract:

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

- a) If the contractor commits breach of any item of terms and conditions of the contract.
 - b) If the contractor suspends or abandons the execution of work and the Engineer in-charge of the work comes to the conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
 - c) If the contractor had been given by the Officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
- 14.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under;
- 14.2.1 Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the MB (Measurement book). If the contractor or his authorized representative did not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after the expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
- 14.2.2 The unused material (supplied by the BSNL) available at site, shall be transported back by the department to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then penalty shall be recovered from the contractor as per conditions in the Tender Documents..

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

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

14.3 **Termination for Insolvency:**

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

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

14.4.1 The BSNL may, at any time, at its option can cancel and terminate the contract by giving written notice to the contractor. In such case the contractor shall be entitled to get payment for the work completed up to the time of such cancellation of contract. Also a reasonable compensation can be given in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.

14.4.2 In the event of termination of the contract, the contractor shall forthwith clear the site of all contractor's materials, machinery and equipment's and hand over possession of the work/ operations concerned to the BSNL or as the BSNL may direct

14.4.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under the contract and may part of such items without any compensation whatsoever to the contractor.

14.5 **Issuance of Notice:**

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

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

15 INDEMNITIES:

- 15.1** The contractor shall at all times hold the BSNL Harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charge claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers, and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Government may now or at any time have relation to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expenses and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition to it the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses, losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 15.2** The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

16 FORCE MAJEURE:

- 16.1. In any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have such claim for damages against the other in respect of such non-performance and work under the contract shall be the BSNL as to whether the resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of works have been so resumed or not shall be final or conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 16.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of execution of the contract, in

possession of the contractor at the time of such termination of such options thereof as the BSNL may deem fit excepting such materials, bought components and stores as the contracts may with the concurrence of the BSNL elect to retain.

17 ARBITRATION:

- 17.1** In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Karnataka Circle Halasuru, Bangalore or in case his designation is changed or his office is abolished, then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Karnataka Circle or by whatever designation such officers may be called (therein after referred to as the said officer) and if the Chief General Manager, Karnataka Circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Compilation Act, 1996. There will be no objection to any such appointment that the arbitrator is a BSNL Servant or that he has to deal with the matter related to the agreement or that in the course of his duties as BSNL Servant if he expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In case the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever, then the Chief General Manager or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement. The person so appointed shall entitled to proceed from the stage at which it was left out by his predecessors.
- 17.2** The arbitrator may with consent of parties enlarge the time for making and publishing the award subject to aforesaid Indian Arbitration and Abolition Act, 1996 and the Rules made there under , any modification thereof for the time being 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 or such other places as the arbitrator may decide. The following procedures shall be followed;
- 17.4.1.** In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- 17.4.2.** There should not be a joint submission with the contractor to the sole Arbitrator.
- 17.4.3.** Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 17.4.4.** The onus of establishing the claims will be left to the contractor.
- 17.4.5.** Once the claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 17.4.6.** The points of defense will be based on actual conditions of the contract.
- 17.4.7.** 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 this submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- 17.3.10.** **The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.**

18 **SET OFF:**

18.1.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the BSNL or the Government or any other person or persons contracting through the Government of India and set off the same against any claim of the BSNL Anment 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 Government or such other person or persons contracting through Government of India.

Sd/-
D.E (Planning)
O/o General Manager Telecom
BSNL, Kodagu Telecom District
Madikeri-571201

SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

1 GENERAL:

- 1.1 The work shall be accepted only after Acceptance Testing carried out by BSNL 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 with contractual obligations against earlier contracts entered into with the BSNL.
- 1.3 The BSNL reserves the right to black list the bidder for a suitable period in case the bidder fails to honor bid without sufficient grounds.
- 1.4 The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by the BSNL in response to query raised by prospective bidders shall form integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All the works to be executed under the contract shall be carried out as per the direction and approval, in all respects, by the **Divisional Engineer or site Engineer in-charge of work site** who shall be entitled to direct at what point or points and what manner they are to be commenced, and under what time limit it should be completed.
- 1.8 The work may be split up between two or more contractors or accept any tender in part not entirely if considered expedient by the SSA Head.
- 1.9 If the contractor desires for an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground, then he/she shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance. In this regard the decision of SSA Head shall be final.
- 1.10 If at any time after the commencement of the work, the BSNL may feel that the execution of whole or part of the work, as specified in the tender is not essential, then the BSNL shall give notice in writing stating the facts to the contractor. The contractor shall have no right to claim any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out. Neither shall he/she 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 of the security deposit of the contractor, and to sell any promissory notes etc. , forming whole or part of such security or running/final bill pending against any contract with the department. In case the security deposit being insufficient , then the balance or the total sum recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this contract or any other contract with the BSNL. Should this sum be not sufficient to cover the full amount recoverable then the contractor shall pay to 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 Department or any other Department of the Government of India is allowed to work as a contractor for a period of Two years after his retirement from the Government Service without the prior permission of the Government of India. This contract is liable to be cancelled if the contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of 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 adjudged insolvent or going voluntarily into liquidation or having received order or any other order under insolvency act issued against him or in the case of company of the passing of any resolution, or making of any order for winding up voluntarily or otherwise or in the event

of contractor failing to comply with any of the conditions herein specified, the SSA Head shall have the power to terminate the contract without any notice.

1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the SSA Head on behalf of the CMD BSNL can terminate the contract without compensation to the contractor. However, the SSA Head at his discretion and not mandatory may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the SSA Head shall be final.

1.15 In case the contractor winds up his company on account of transfer to or merger with, any other company, then the contractor shall make it as one of the terms and stipulations of the contract for the transfer of his properties and business so that the other person or company shall continue to perform the duties or engagements of the contractor under the contract and be subject to his liabilities there under.

1.16. Interpretation of the Contract Document:

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

1.17. Notification:

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

1.18 Shut down on account of weather conditions:

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

2 STORES SUPPLIED BY THE DEPARTMENT:

2.1 At no point of time the contractor shall be issued stores of value more than the contractor's material security as per clause number 5(1) of section III. If at all the work requires more than the amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor should not have any objection to it.

2.2 The contractor shall transport (including loading and unloading) all stores issued to him from district Telecom store, to the site of work at his own cost. The BSNL shall pay no transportation charges to the contractor.

2.3 All materials supplied to the contractor by the BSNL shall remain the absolute property of the 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 SSA Head. In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store shall also be treated as site for this purpose. Any materials remaining unused at the time of the abandonment, completion or termination of the contract, the contractor shall return such materials to the BSNL at a place as directed by the BSNL. Failing to do so the cost of the unused materials shall be deducted from the contractor's material security or from any of his pending bills or from any other security.

2.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all materials supplied to him by the BSNL. The contractor shall satisfy himself regularly the quality and quantity of the materials supplied to him and he will be responsible for any

subsequent deterioration and discrepancy (including theft) in the quantity/quality of the materials.

- 2.5 The contractor shall submit a proper account every month in respect of all the materials supplied to him by the BSNL and of those items consumed for work.. Any discrepancy or difference between the materials issued to the contractor and those consumed in the work as per the BSNL calculation (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.
- 2.6 The contractor shall ensure that only the required materials are issued to him. On completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL and obtain an acknowledgement without fail.

2.7 EASEMENT, PERMITS, LICENCES AND OTHER FACILITIES:

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

4 QUALITY OF WORKS:

- 4.1 The BSNL shall be the final Judge of the quality of the work including proper closure and levels of trench and the satisfaction of the BSNL in respect thereof set forth in the contract document. Laxity or 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 remain responsible for complete and proper compliance with the contract documents and the specification therein. The representative of the Head of the SSA has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or the performance meet the requirement of the contract documents.

5 TAXES AND DUTIES:

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

6 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

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

7 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining License before commencement of work:

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

7.2 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.

7.3 Submission of Returns:

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

7.4 Amendments:

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

8 INSURANCE:

8.1 Without listening to 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 works during the execution. The contractor shall also take out the workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the Government from and against all manner of claims, demands, losses, damages, cost (including between attorney and client), charges and expenses that may arise in regard to the same or that the Government may suffer or incur with respect to and/or incidental to the same. The contractor shall have to furnish originals and/or attested copies, as required by the department, of the policies of insurance taken within 15 (Fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department require.

9 COMPLIANCE WITH LAWS AND REGULATIONS:

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 applicable by-law rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Government agency or department, municipal board, Government of the regulatory or Authorised body or persons and shall provide all certificates of compliance there with 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 contractor requires any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor 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

9*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.

10 TOOLS AND PLANTS:

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

11 EMPLOYEES PROVIDENT FUND SCHEME:

- A** The contractor should fully aware of the '**Provisions of EPF & Miscellaneous Provisions Act 1952 & Employees' Provident Fund Scheme 1952**' The contractor is responsible for the fulfillment/compliance of the said EPF Act 1952 in respect of labourers/employees engaged by them for performing the works of BSNL.
- B** Each bill claimed by the contractors must accompany the following documents.
1. List showing the details of labourers/employees engaged.
 2. Duration of their engagement
 3. The amount of wages paid to such labourers/employees for the duration in question.
 4. Amount of EPF contributions (both employers' and employees' contribution) for the duration of engagement in question, paid to the EPF authorities.
 5. Copies of authenticated documents of payments of such contribution to EPF authorities.
 6. A declaration from the contractors regarding compliance of the terms and conditions of EPF Act, 1952.
- C.** While passing the bills of the contractor the '**Bill passing authority**' must check the payment particulars regarding EPF contribution furnished by the contractors along with the bill as mentioned in para 'B' above and keep full records of the payment etc. contractor-wise. The bill will be processed by the Bill passing authority only if the contractor complies with the terms and conditions of EPF Act, 1952.
- D.** The contractor-wise information kept by bill passing authority as mentioned in para C above, may be produced to the EPF authorities as and when demanded by the later.
- E.** The Divisional Engineer while executing the agreement with the contractors should strictly observe the EPF Act fulfillment by the contractor. The DET while issuing the final contract order to the contractor should include all above clauses of EPF in the order.
- F.** The field officer while submitting the bills of the contractor should strictly check for the required documents as mentioned in para B. Bills received without aforesaid documents along with the bill will be summarily rejected and re-directed to concerned field officer.
- 7. Participation of near relatives of BSNL Employees in the Tender / Execution of works in BSNL Units:** - The near relatives of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs.
- 12.1. The near relatives for this purpose are defined as:
- a) Members of Hindu undivided family.
 - b) They are Husband and Wife.
 - c) The one is related to the other in the manner as father, mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) & Daughter's husband (Sun-in-law), Brother(s) & brother's wife, Sister(s) & sister's Husband (Brother-in-law).
- 12.2. As per Government of India's CCS Conduct Rule-4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested

12.3. in such matter or contract in any other manner and the Government Servant shall refer every such matter or contract of this, as soon as any BSNL employee becomes aware of the above aspect, he must to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any BSNL employee becomes aware of above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head/Circle Head/Chief Engineer/Chief Architect/Corporate Office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head/ Chief Engineer/Chief Architect/Corporate office under whom he is posted.

12.3 a) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Architect/Corporate office for non-executive employees and all SSA in Circle including circle office/Chief Engineer/Chief Architect/Corporate office for executive employees (including those called as Gazetted officers at present). Therefore, it has been decided by the competent authority that the Contractor should give a certificate that 'None of his/her such near relative(s) is(are) working in the units as defined above where he is going to apply for tender/work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The Department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

b) The format of certificate to be given is "*I.....S/o.....C/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.*"

*Sd/-
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SECTION-VII
SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. SCOPE OF WORK

1.1 The steps involved in trenching and pipe laying works are as under:

- i) Excavation of trench upto a nominal depth of 165 cms. according to construction specifications along National/State Highways/other roads and also in city limits as mentioned in the notice inviting tender.
- ii) Laying of PLB pipes/coils coupled by PLB sockets in excavated trenches, on bridges and culverts.
- iii) Providing of mechanical protection by R.C.C. Pipes/GI Pipes and /or concreting/chambering according to construction specifications, wherever required.
- iv) Fixing of GI pipes/troughs with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary.
- v) Back filling and dressing of the excavated trenches according to construction specifications.
- vi) Installation of concrete jointing ring including round concrete bottom plate and two half round concrete top plate with filling of sand.
- vii) Installation, Painting and sign writing of Route and Joint indicators.

1.1 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 SSA Store Depot Madikeri. In some cases the materials may be available at sub divisional store yard. The contractor shall be responsible for transporting the required materials (to be supplied by the Department or otherwise) to execute the work under contract to work site at his own cost. The cost of transportation is subsumed in the standard schedule rates and therefore no separate charges are payable on this account.

1.2.2 Supply of Materials:

There are some materials required to be supplied by the contractor for execution of works under this contract like bricks, cement, wire mesh and steel for protection, etc. besides using other consumables which do/do not become the part of asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications

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

OPTICAL FIBRE CABLE CONSTRUCTION PRACTICES

The guidelines in the form of Engineering Instructions (E.Is.) on Construction Practices of Optical Fibre Cables are issued by T & D wing of the Department, from time to time.

1.General

The Optical Fibre Cable is planned considering the following objectives of the scheme.

- i) Minimum possible route length vis-à-vis route having maximum number of towns with potential telecom growth.
- ii) Linking of small exchanges off main road by leading in O.F.C. vis-à-vis routing the main cable itself via such exchanges. After deciding the above mentioned issues, a detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, etc. may be recorded in the detailed survey register. The probable locations of joints, terminations and re-generators may also be decided and marked on the route map.

On the basis of surveys, general permission from road and rail authorities for laying the Optical Fibre Cable along the decided routes and permission for rail / road crossings will have to be obtained. Generally, O.F.C. is laid straight as far as possible along the road near the boundaries, away from the burrow pits. The O.F.C. is laid along the roads at a minimum distance of suitable to the road condition or in accordance with the permission from the concerned road authorities in view of their road-widening plan. As the O.F.C. carries high capacity traffic and is planned for 40 years of life, it is imperative that the cable is laid after obtaining due permission from all the concerned authorities to avoid any damage/shifting at a later stage and also disruption of services / revenue loss. In special cases, where it may be necessary to avoid burrow pits or low lying areas, the cable may be run underneath the shoulders at a distance of 0.6 meter from the outer edge of the road embankment provided the same is located at least 4.5 meters away from centre line of road and 1.2 meter below the road surface. The Optical Fibre Cable is laid through PLB Pipes buried at a nominal depth of 165 cms. The steps involved in OF Cable construction are as under:

- i) Excavation of trench upto a nominal depth of 165 cms., according to Construction specifications along National/State Highways/other roads and Tender for trenching and pipe laying works also in city limits as mentioned in the notice inviting tender.
- ii) Laying of PLB-HDPE pipes/coils coupled by PLB couplers in excavated trenches, on bridges and culverts as per construction Specifications and sealing of PLB-HDPE pipe ends at every manhole by PLB end caps of suitable size.
- iii) Providing of mechanical protection by R.C.C. Pipes/GI Pipes and/or concreting/chambering according to construction specifications, wherever required.
- iv) Fixing of G.I. Pipes/troughs with clamps at culverts/bridges and / or chambering or concreting of G.I. Pipes/troughs, wherever necessary.
- v) Back filling and dressing of the excavated trenches according to construction specifications.

Specifications of Materials used :

• PLB-HDPE PIPE / COILS

The Optical Fibre Cable is pulled through 40 mm. Outer diameter PLB Pipes/ Coils having strength of 10 Kg./sq. cm. 40 mm. PLB-HDPE pipes/coils of 200 to 1000 meters length.

2.1 PLB Couplers and End caps:

For coupling PLB-HDPE Pipes/Coils, PLB Couplers as per required specifications should be used. The ends of the PLB-HDPE pipes/coils are closed with PLB End Caps, as decided by the Engineer-in charge.

• MATERIALS FOR MECHANICAL PROTECTION

For lesser depths requiring mechanical protection as per specifications and in built up areas, in towns and cities falling within the municipal limits, suitable mechanical protection is provided to PLB-HDPE pipes/coils using Napah Slabs, RCC full round pipes or GI pipes or concreting of size 20cms. X 20cms. Reinforced with MS weld mesh or a combination of any of these as per the written instructions of the Engineer-in-charge.

RCC FULL ROUND PIPES

Reinforced cement concrete pipes (spun type) coupled with RCC collars sealed with cement mortar are used to provide mechanical protection to PLB-HDPE pipes/coils. The RCC pipes/collars should be of NP-2 class for 100 mm. / 150 mm. (internal diameter) full round, conforming to IS Standard 458-1988 revised upto date. The pipes should have a nominal length of 2 meters. The RCC Collars should be properly sealed using cement mortar 1:3

(1 : 53 grade cement of reputed brand, 3: fine sand without impurities). If the mechanical protection is provided by RCC pipes, every third joint will be embedded in a concrete block of size 60 cms. (L) x 40 cms. (W) x 25 cms. (H) of 1:2:4 cement concrete mix 1:2:4 (1: cement, 2: coarse sand, 4: stone aggregate of 20 mm. Nominal size) so that the alignment of RCC pipes remain firm and intact. Both ends of RCC / GI pipes will be sealed by providing concrete block of size 40 cm. (L) x 40 cm (W) x 25 cm (H) of 1:2:4 cement concrete mix to avoid entry of rodents. Tender for trenching and pipe laying works

ii) G.I. PIPES

G.I. Pipes should be of medium duty class having diameter of 65/50 mm. The G.I. Pipes should conform to IS 554/1985 (revised upto date) IS 1989 (Part-I), 1900 Sockets (revised upto date) & IS 1239 (Part-II) 1992 revised upto date). Wherever protection by G.I. Pipe is provided, it is preferable to use PLB coils.

iii) M.S. WELD MESH

The PLB-HDPE pipes/coils can also be protected by embedding it in concrete of size of 20 cms. X 20 cms. Reinforced with MS weld mesh. The MS weld mesh used should be of 50mm.X100 mm size, 12 SWG, 120 cms. in width in rolls of 50 m each. One meter of MS weld mesh caters to approx. 3 meters of concreting. (See figure '3' for details). The strength of RCC / CC is dependent on proper curing, therefore, it is imperative that water content of CC / RCC mix does not drain out into the surrounding soil. In order to ensure this, the RCC / CC work should be carried out by covering all the sides by yellow PVC sheets of weight of not less than 1 kg. Per 8 sq.m. to avoid seepage of water into the soil.

3.0 EXCAVATION OF TRENCHES

3.1 Trenching location and Alignment of the Trench: In city areas, the trench will normally follow the foot-path of the road except where it may have to come to the edge of the carriage way when cutting across road with specific permissions from the concerned authorities maintaining the road (such permissions shall be obtained by the corporation). Outside the city limits, the trench will normally follow the boundary of the roadside land. However, where the road side land is full of burrow pits or afforestation or when the cable has to cross culverts /bridges or streams, the trench may come closer to the road edge or in some cases, over the embankment or shoulder of the Road (Permissions for such deviations for cutting the embankment as well as shoulder of the road shall be obtained by the department.

The alignment of the trench will be decided by a responsible departmental official, not below the rank of a Junior Telecom Officer. Once the alignment is marked, no deviation from the alignment is permissible except with the approval of engineer-In-Charge. While marking the alignment only the center line will be marked and the Contractor shall set out all other work to ensure that, the excavated trench is as straight as possible.

The Contractor shall provide all necessary assistance and labour, at his own cost for marking the alignment. Contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate marking the centre line without any extra charges. It is to be ensured that minimum amount of bushes and shrubs shall be removed to clear the way and the contractor shall give all consideration to the preservation of the trees. The line up of the trench must be such that PLB-HDPE Pipes/Coils shall be laid in a straight line, both

laterally as well as vertically except at locations where it has to necessarily take a bend because of change in the alignment or gradient of the trench, subject to the restrictions mentioned elsewhere.

Line-Up:

The line-up of the trench must be such that PLB-HDPE pipes/coils shall be laid in a straight line except at locations where it has to necessarily take a bend because of change in the alignment or gradient of the trench, subject to the restrictions mentioned elsewhere.

Method of Excavation:

In city limits as well as in built up areas, the contractor shall resort to use of manual labour only to ensure no damage is caused to any underground or surface installations belonging to other public utility services and/or private parties.

However, along the Highways and cross country there shall be no objection to the Contractor resorting to mechanical means of excavation, provided that no underground installations existing in the path of excavation, if any, are damaged.

There shall be no objection to resort to horizontal boring to bore a hole of required size and to push through G.I. Pipe (65 mm / 50 mm dia) through horizontal bore at road crossing or rail crossing or small hillocks etc.

All excavation operations shall include excavation and 'getting out'. 'Getting out' shall include throwing the excavated materials at a distance of at least one meter or half the depth of excavation, whichever is more, clear off the edge of excavation. In all other cases 'getting out' shall include depositing the excavated materials as specified.

In Rocky strata excavation shall be carried out by use of electro mechanical means like breakers or by blasting wherever permissible with express permission from the competent authority. If blasting operations are prohibited or not practicable, excavation in hard rock shall be done by chiseling.

Trenching shall as far as possible be kept ahead of the laying of pipes. Contractors shall exercise due care that the soil from trenching intended to be loose for back filling is not mixed with loose debris. While trenching, the

Contractor should not cause damage to any underground installations belonging to other agencies and any damage caused should be made good at his own cost and expense.

Necessary barricades, night lamps, warning boards and required watchman Tender for trenching and pipe laying works shall be provided by the contractor to prevent any accident to pedestrians or vehicles. While carrying out the blasting operations, the contractor shall ensure adequate safety by cautioning the vehicular and other traffic. The contractor shall employ sufficient man power for this with caution boards, flags, sign writings etc.

The contractor should provide sufficient width at the trench at all such places, where it is likely to cave in due to soil conditions without any extra payment. A minimum free clearance of 15 cms. should be maintained above or below any existing underground installations. No extra payment will be made towards this.

In order to prevent damage to PLB-HDPE pipes over a period of time, due to the growth of trees, roots, bushes etc., the contractor shall cut them when encountered in the path of alignment of trench without any additional charges. In large burrow pits, excavation may be required to be carried out for more than 165 CMS. in depth to keep gradient of bed less than 15 degrees with horizontal. If not possible as stated above, alignment of trench shall be changed to avoid burrow pit completely.

• Depth and size of the Trench :

The depth of the trench from top of the surface shall not be less than 165 cms. unless otherwise relaxation is granted by competent authority under genuine circumstances. In rocky terrain, the depth of the trench may be restricted to a depth of 100 to 140 cms. However, Engineer-in-charge in exceptional cases due to adverse site conditions encountered, may allow to lay PLB Pipes at a lesser depth with additional protection. In all cases, the slope of the trench shall not be less than 15 degrees with the horizontal surface. The width of the trench shall

normally be 45 cms. at the top and 30 cms. at the bottom. In case, additional pipes (PLB-HDPE/GI/RCC Pipes) are to be laid in some stretches, the same shall be accommodated in this normal size trench.

When trenches are excavated in slopes, uneven ground, inclined portion, the lower edge shall be treated, as top surface of land and depth of trench will be measured accordingly. In certain locations, such as uneven ground, hilly areas and all other places, due to any reason whatsoever, it can be ordered to excavate beyond standard depth of 165 cms. to keep the bed of the trench as smooth as possible. Near the culverts, both ends of the culverts shall be excavated more than 165 cms. to keep the gradient less than 15 degree with horizontal.

If excavation is not possible to the minimum depth of 165 cms., as detailed above, full facts shall be brought to the notice of the Engineer In charge in writing giving details of location and reason for not being able to excavate that particular portion to the minimum depth. Approval shall be granted by the competent authority in writing under genuine circumstances. The decision of the competent authority shall be final and binding on the contractor.

Dewatering:

The Contractor shall be responsible for all necessary arrangements to remove or pump out water from trench. The Contractor should survey the soil conditions encountered in the section and make his own assessment about dewatering arrangements that may be necessary. No extra payment shall be admissible for this.

Wetting :

Wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done by the contractor. No extra payment shall be admissible for this.

Trenching Near Culverts / Bridges :

The PLB-HDPE Pipes shall be laid in the bed of culvert at the depth not less than 165cms. protected by G.I. Pipes and concreting as decided by Engineer- In-Charge. Both ends of culverts shall be excavated more than 165 cms. In depth to keep the gradient of not less than 15 degree with horizontal. The bed of trench should be as smooth as possible.

While carrying out the work on bridges and culverts, adequate arrangement for cautioning the traffic by way of caution boards during day time and danger lights at night shall be provided.

In case of small bridges and culverts, where there is a likelihood of their subsequent expansion and remodeling, the cable should be laid with some curve on both sides of the culvert or the bridge to make some extra length available for readjustment of the cable at the time of reconstruction of culvert or the bridge.

4.0 LAYING OF PLB-HDPE PIPES :

After the trench is excavated to the specified depth, the bottom of the trench has to be cleared of all stones or pieces of rock and leveled up properly. A layer of soft soil / or sand (in case the excavated material contains sharp pieces of rock / stones) of not less than 5 cms. is required for leveling the trench to ensure that the cable when laid will follow a straight alignment. Adequate care shall be exercised while laying so that the OF cables are not put to undue tension / pressure after being laid as this may adversely affect the optical characteristics of cables with passage of time.

The contractor shall ensure that trenching and pipe laying activities are continuous, without leaving patches or portions incomplete in between. In case intermediate patches are left, measurement of the completed portions will be taken only after work in such left over patches are also completed in all respects.

Preparatory to aligning the pipe for jointing, each length of the PLB/HDPE pipe shall be thoroughly cleaned to remove all sand, dust or any other debris that may clog, disturb or damage the optical fibre cable when it is pulled/blown at a later stage. The ends of each pipe and inside of each HDPE Socket shall be thoroughly cleaned of any dirt or other foreign materials.

After the trench is cleaned the PLB-HDPE Pipes / coils shall be laid in the cleaned trench, jointing the PLB Couplers to facilitate the cable blowing/pulling at a later stage.

At the end of each day work, the open ends of the pipe sections shall be tightly closed with end caps to prevent the entry of dirt/mud, water or any foreign Tender for trenching and pipe laying works matter into PLB-HDPE pipes until the work is resumed.

In City, Town, Urban area falling within Municipal / corporation limits, the PLB-HDPE Pipes shall be laid with protection using RCC/G.I. pipes/Concreting reinforced with weld mesh. Moreover, in cross-country routes, if depth is less than 1.2 meters, protection by using RCC/G.I. Pipe/Concreting reinforced with weld mesh shall be provided. Engineer-In- Charge shall decide about such stretches and type of protection to be provided in view of the site requirements. Normally 100 mm RCC Pipes shall be used for protecting PLB-HDPE Pipes but if more than one PLB-HDPE Pipes is to be laid and protected, RCC Pipe of suitable size to accommodate the required number of PLB-HDPE Pipes shall be used. The PLB-HDPE Pipes shall be laid in RCC Full Round spun Pipes/GI Pipes as required at road crossings. The RCC pipes / GI pipes shall extend at least 3 meters on either side of the road at road crossings. At road crossings, extra GI / PLB-HDPE Pipes may be laid as per the direction of the Engineer-In- Charge. On Rail bridges and crossings, the PLB/HDPE Pipes shall be encased in suitable cast iron as prescribed by the Railway Authorities. Wherever RCC pipes are used for protection, the gaps between the RCC Collars and the RCC pipes shall be sealed using cement mortar 1:3 (1:53 grade cement of reputed brand, 3: fine sand without impurities) to bar entry of rodents. Every third collar of RCC pipes (normally 2 meters length) and also both ends of RCC Pipes will be embedded in a concrete block of size 40 cms (L) x 40 cms (W) x 25 cms. (H) of 1:2:4 cement concrete mix (1:53 grade cement of reputed brand, 2: coarse sand, 3: stone aggregate of nominal size of 20 mm.) so that the alignment of RCC pipes remain firm and intact and to avoid entry of rodents.

Wherever GI Pipes are used, special care should be taken to ensure that G.I. Pipes are coupled properly with the sockets so as to avoid damage to PLB/HDPE Pipe and eventually the OF Cable in the event of pressure coming on the joint and G.I. Pipe joint giving its way. Rubber bushes shall be used at either end of the GI pipes to protect PLB-HDPE Pipe. Both the ends of G.I. Pipe will be embedded in a concrete block of size 40 cms. (L) x 40 cms. (W) x 25 cms. (H) of 1:2:4 cement concrete mix (1:53 grade cement of reputed brand, 2: coarse sand, 3: stone aggregate of nominal size of 20 mm) so that the alignment of G.I. Pipes remain firm and intact and to avoid entry of rodents.

In case of protection by concreting at site, the nominal dimension of concreting shall be 200 mm. X 200 mm. Section. Cement Concrete Mixture used shall be of 1:2:4 composition i.e., 1:53 grade Cement of a reputed company, 2: Coarse Sand, 4: Graded Coarse Stone aggregate of 20 mm. nominal size, reinforced with MS weld mesh. As the RCC is cast at site, it is imperative to ensure that special care is taken to see that proper curing arrangements are made with adequate supply of water. The contractor shall invariably use mechanical mixer at site for providing RCC protection, to ensure consistency of the mix.

For carrying out concreting work in trenches, yellow PVC Sheets of width not less than 1.0 M and of weight not less than 1 Kg. Per 8 sq. meters shall be spread and nailed on sides of the trench to form trapezoidal section for concreting in the cleaned trench, to avoid seepage of water into the soil. A bed of cement concrete mixture of appropriate width and 75 mm. thickness shall be laid on the PVC Sheet, before laying PLB-HDPE

Pipes. The PLB-HDPE Pipes shall then be laid above this bed of concrete. After laying the PLB-HDPE Pipes, MS weld mesh is wrapped around and tied and concrete mix is poured to form the cross sectional dimensions as instructed by the engineer-In-Charge. The strength of RCC is dependent on proper curing; therefore, it is imperative that water content of RCC mix does not drain out into the surrounding soil. Portions where cement concreting has been carried out shall be cured with sufficient amount of water for reasonable time to harden the surface. After curing, refilling of the balance depth of the trench has to be carried out with excavated soil.

The PLB-HDPE Pipes/RCC/GI Pipes shall be laid only in trenches accepted by Engineer-In-Charge or his representative. The Contractor shall exercise due care to ensure that the PLB/HDPE Pipes are not subjected to any damage or strain.

Water present in the trench at the time of laying the PLB-HDPE Pipes shall be pumped out by the contractor before laying the pipes in the trench to ensure that no mud or water gets into the pipes, thus choking it.

In case of nallahs, which are dry for nine months in a year, the PLB-HDPE Pipes shall be laid inside the RCC Pipes / or GI Pipes and concrete laid at a minimum depth of 165 cms., as instructed by the Engineer-In-Charge. The mechanical protection shall extend at least 5 Meters beyond the bed of nallah on either side.

Notwithstanding anything contained in clauses referred above, the engineer- In-Charge may order, based on special site requirements, that the PLB-HDPE Pipes may be encased in reinforced cement concreted, as detailed, in bid.

Laying Protection Pipes On Bridges and Culverts :

In case trenching and pipe laying is not possible in the beds of the culverts, the pipes shall be laid over the culverts / bridges after getting due permission from the competent authority. Of late, the bridge construction authorities are providing ducts below the footpaths on the bridges for various services. The telecom Officers need to maintain good liaison with the concerned authority to get one side of the duct allotted for Telecom Cables. In such ducts, G.I. Pipes can be coupled and laid for pulling the cables. It would be pertinent to mention here that close liaison with bridge construction authorities would be of immense advantage in ensuring provision of ducts on one or both the sides of the bridges as per future requirements. However, for laying cables on existing bridges, where duct arrangements does not exist, one of the following methods may be adopted. Normally, in the Bridges/Culverts, where there are no ducts and where the cushion on the top of the Arch is 50 cm. to 100 cm. or more, G.I. Pipe (carrying PLB-HDPE Pipes/cables and cable) may be buried on the top of the Arch adjoining the parapet wall, by digging close to the wheel guards. Every precaution shall be taken to see that no damage occurs to the arch of the culvert. After burying the GI Pipe, the excavated surface on the arch shall be restored.

Where the thickness of the Arch is less than 50 cms., the pipe must be buried under the wheel guard masonry and the wheel guard rebuilt.

If neither of the two methods is possible, the G.I. Pipes / GI Troughs must be clamped outside the parapet wall with the clamps supplied by the Corporation. If necessary, the pipes may be taken through the parapet wall at the ends where the wall diverges away from the road.

In case where the methods explained in clauses referred above are not possible, the G.I. Pipes/GI Troughs can be fixed on the top of the road kerb close to the inside face of the parapet wall by means of clamps supplied, using raw plugs and wood screws or small diameter bolts, without damaging the concrete and limiting the external diameter of the bolts to 7.5 mm. The permission for carrying out this work will be obtained from the road Authorities by the Corporation.

Methods cited in above clauses should be carried out under close supervision of Road authorities The surface to be concreted should be thoroughly cleaned and leveled before concreting. At both ends of the

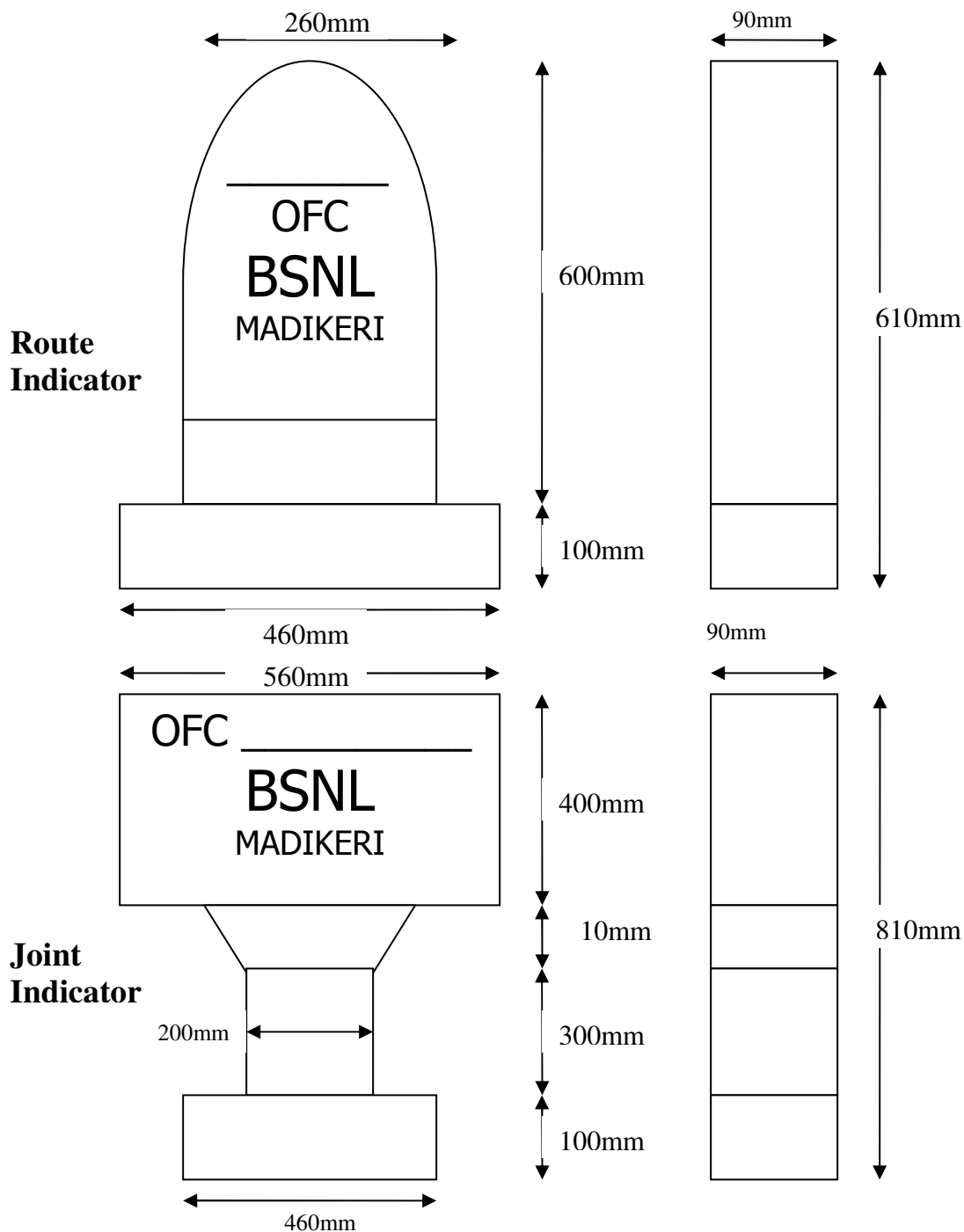
Bridges/Culverts, where the GI Pipes/GI Troughs slope down and get buried, the concreting should be extended to ensure that no portion of the GI Pipes/GI Troughs is exposed as ordered by the Engineer-In-Charge to protect the Pipe / trough from any possible damage externally caused.

Where white wash / colour wash is existing on the Bridges / culverts, the same should also be carried out on the concreted portion to ensure uniformity.

5.0 Specification and procedure of Jointing pit digging and closing:

Jointing pit depth of 175cm and Dia of 150cm to fit with jointing chamber. Round bottom plate to be placed properly just below the depth of PLB pipe. Jointing ring to be properly placed on the bottom plate. PLB Leading-in and Leading-out pipe, Minimum of 5cm to be entered in Chamber cable entry hole. After placing of coiled O F cable with Jointing kit, chamber to be filled with sand. Two half round top plate to be placed on the chamber ring. Pit to be filled with soil. Joint indicator should be installed minimum of 1 feet away from the pit to avoid sinking. Joint indicator should be clearly visible. And care to be taken while installing indicator to avoid obstruction to footpath/vehicle traffic.

MEASUREMENT & SPECIFICATION OF ROUTE & JOINT INDICATOR

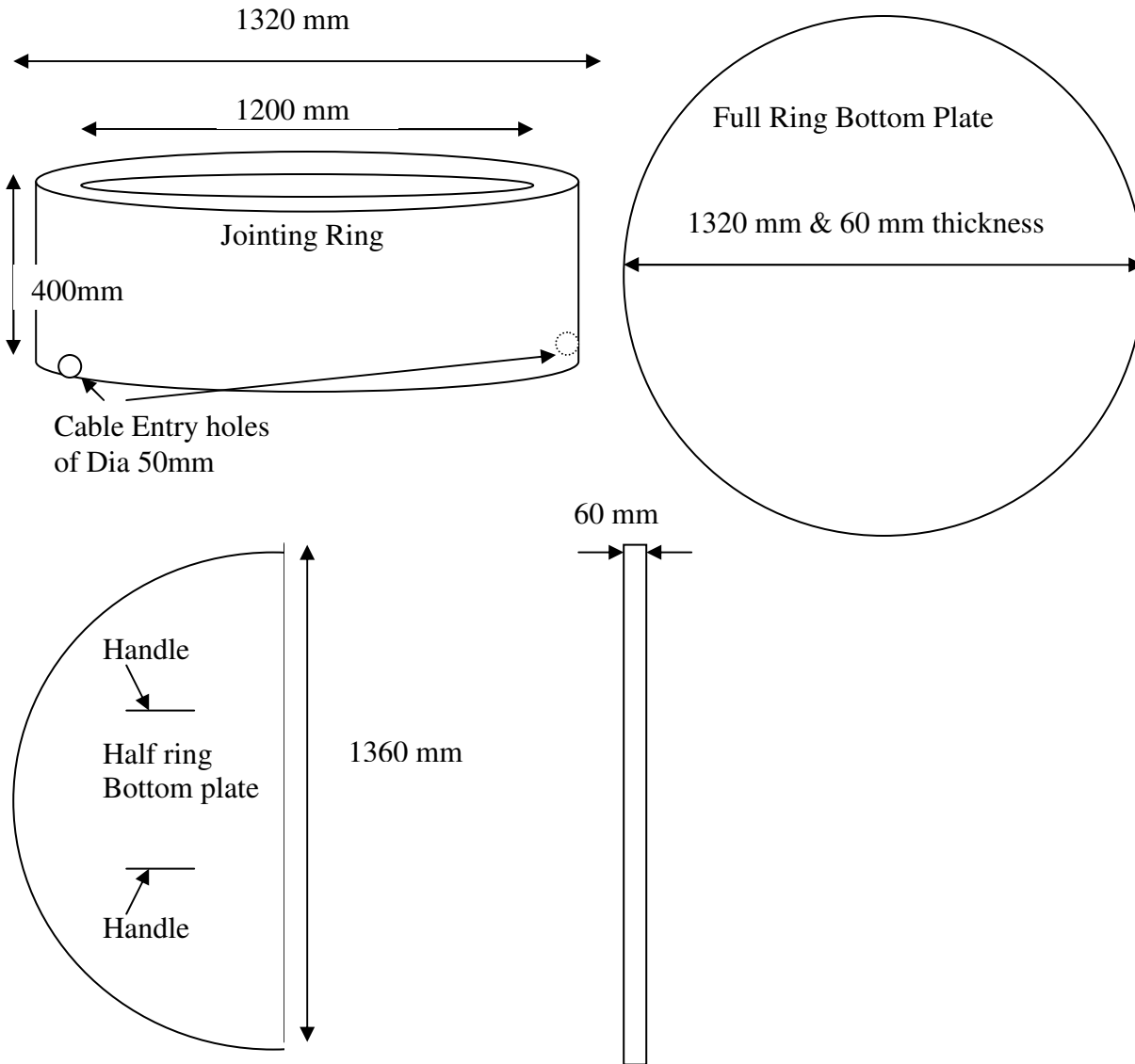


Route Indicator:- RCC:1:2:3 Reinforced by 6mm dia MS rod, smooth finish, Painted in DARK RED & Sign writing in white paint.

Joint Indicator:- RCC:1:2:3 Reinforced by 6mmdia MS rod, smooth finish, Painted in DARK YELLOW & Sign writing in black paint.

“ OFC ” “ BSNL ” “ MADIKERI ” words should be engraved in the concrete

MEASUREMENT & SPECIFICATION OF Jointing ring, Bottom & Top plate



Jointing Ring, Full ring Bottom plate & Half ring Bottom plate:-
RCC:1:2:3 Reinforced by 60mm dia MS rod, smooth finish,

5.0 Back filling and Dressing of the Trench:

5.1 :The earth used for filling shall be free from all roots, grass, shrubs, vegetation, trees, saplings and rubbish. Provided that the PLB-HDPE Pipes have been properly laid in the trench at the specified depth, the back filling operation shall follow as closely as practicable. The back filling operation shall be performed in such a manner so as to provide firm support under and above the pipes and to avoid bend or deformation of the PLB-HDPE Pipes when the PLB-HDPE Pipes get loaded with the back filled earth.

5.2: At locations where the back filled materials contains stones / sharp objects which may cause injury to the PLB-HDPE Pipes and where the excavated or rock fragments are intended to refill the trench in whole or in part, the trench should be initially filled, with a layer of ordinary soil or derocked loose earth of not less than 10 cms above the pipes.

Back filling on public, private roads, railway crossings, footpaths in city areas shall be performed immediately after laying the PLB/HDPE pipes. Back filling at such locations shall be thoroughly rammed, so as to ensure original condition and made safe for traffic. All excess soil / material left out on road / footpath/railway crossing shall be removed by contractor. However, along the high ways and cross-country, the dug up material left out should be kept as heap above the trench while refilling.

5.3: In city limits, no part of the trench should be kept open for more than 50 metre length at any time and in all places where excavation has been done, no part of the trench should be kept open over night to prevent any mishap or accident in darkness

5.4: Pulling of cable : Precaution is to be taken to avoid the twisting and sharp bending of the cable and the contractor has to use proper uncoiling devices for the purpose.

5.5: Route indicators is to be installed every 200 meters and minimum 1 ft away from the trench and proper painting and clear legible signwriting is to be done by the contractor

5.6 Joint indicator is to be installed at the spot of the joint, minimum 1 ft away from the joint pit.

5.7 : Separate and proper painted joint indicators are to be installed on both side of the road crossing.

6.0 SAFETY PRECAUTIONS:

6.1 Safety Precautions when excavating or working in excavations close to electric cables :

The engineer-In-Charge of the work should get full information from electricity undertaking regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be proceeded in close consultation with them.

Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power cables, not laid in conduits, are usually protected from above by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always to drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working near by so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be contacted to do the needful. If an electric cable is damaged even slightly, it should be reported to the electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

6.1.1. Electric shock-Action and Treatment :

Free the victim from the contact as quickly as possible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands as his body may be energized while in contact. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every movement of delay is serious, so, in the meanwhile, a doctor should be called for.

6.2 Safety precautions while working in public street and along railway lines

Where a road or footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. Excavation work should be done in such a manner that it would not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable bridges over open trenches should be so planned that these are required for the minimum possible time. Where bridges are constructed to accommodate vehicular traffic and is done near or on railway property, it should be with the full consent and knowledge of the competent railway authorities.

6.2.1. Danger from falling material:

Care should be taken to see that apparatus, tools or other excavating implements or excavated materials are not left in a dangerous or insecure position so as to fall or be knocked into the trench thereby injuring any workman who may be working inside the trench.

6.2.2 Care when working in Excavations

Jumping into a trench is dangerous. If it is deep, workmen should be encouraged to lower themselves. Workers should work at safe distance so as to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire or sharp objects they should be removed carefully. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position that it is likely to cause any accident or obstruction to a roadway or waterway. If possible the excavated material should be put between the workmen and the traffic without encroaching too much on the road.

6.2.3 Danger of Cave in:

When working in deep trenches in loose soil, timbering up / shoring the sides will prevent soil subsidence. The excavated material should be kept at sufficient distance from the edge of the trench or pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunneled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

6.2.4 Protection of Excavations :

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

6.2.5 Precautions while working on roads :

The period between half an hour after sun-set and half an hour before sunrise, and any period of fog or abnormal darkness may also be considered as night for the purpose of these instructions, for the purpose of providing the warning signs. Excavation liable to cause danger to vehicles or the public must at all times be protected with fencing of rope tied to strong uprights or bamboo poles at a suitable height or by some other effective means.

Any such temporary erection which is likely to cause obstructions and which is not readily visible should be marked by posts carrying red flags or boards with a red background by day and by continuously lighted lamps at night.

The flags and the lamps should be placed in conspicuous positions so as to indicate the pedestrians and drivers of vehicles the full expanse i.e. both width and length of the obstruction. The distance between lamps or between floors should not generally exceed 1.25m. along the width and 6 m along length of the obstruction in non-congested areas, but 4 meters along the length in congested areas. If the excavation is extensive, sufficient notice to give adequate warning of the danger, should be displayed conspicuously not less than 1.25m above the ground and close to the excavation. Where any excavation is not clearly visible for a distance of 25m to traffic approaching from any direction or any part of the carriage way of the road in which the excavation exists ,a warning notice should be placed on the kerb or edge all such roads from which the excavation or as near the distance as is practicable but not less than 10M from the junction of an entering or intersecting road in which the excavation exists. All warnings, in these should have a red background and should be clearly visible and legible. All warning lamps should exhibit a red light, but white lights may be used in addition to facilitate working at night. Wherever required a passage for pedestrians with footbridge should be provided. At excavations, cable drums, tools and all materials likely to offer obstructions should be properly folded round and protected. This applies to jointer's tents as well. Leads, hoses etc. stretched and across the carriageway should be guarded adequately for their own protection and also that of the public.

6.2.6 Traffic Control :

The police authorities are normally responsible for the control of traffic and may require the setting up of traffic controls to reduce the inconvenience occasioned by establishment of a single line of traffic due to restriction in road width or any other form of obstruction caused by the work. As far as possible, such arrangements should be settled in advance. If there are any specific regulations imposed by the local authorities, these should be followed.

6.2.7 Work along Railway Lines :

Normally all works at Railway crossing is to be done under supervision of the railway authorities concerned,

6.3 Procedure and Safety precautions for use of explosives during blasting for trenching :

In areas where the cable trench cannot be done manually on account of boulders and rocks, it is necessary to blast the rocks by using suitable explosives. The Procedure is to be allowed to be followed by the professionals and with the permission of the concerned authorities only holding the complete response for any untoward incidents causing damage/injury.

6.4 Provision of FIRST AID KIT and provision for vehicle to shift patient to hospital:

In case of any accident/illness to the Labour, provision to be made for first aid treatment & shifting to the hospital by the contractor. FIRST AID KIT should be available at work spot and in time transportation facility also made to shift the patients to hospital.

SECTION-IX

MATERIAL SECURITY BOND FORM

Where as(hereinafter called as “the Contractor”)

has been awarded the contract of trenching , Pipe laying and O.F. Cable pulling work, as per tender number.....

KNOW ALL MEN by these presents that WE.....OF.....

Having our registered office at.....(hereinafter called the “Contractor”)

are bound unto(hereinafter called “the Department”) in the sum of

.....for which payment will and truly to be made of the said Department, the Bank

binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THE OBLIGATION ARE:

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

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 eighty (180) days after the Period of Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank Authority:

Signature of the Witness:

Name and address of Witness:

SECTION – X

AGREEMENT

The successful tenderer shall have to execute the following agreement;

The agreement made on this-----day of _____ month year
between M/s-----

-----herein after called “The Contractor”

(Which expression shall unless excluded by or repugnant to the context, include its Successors, heir, executors, administrative representative and assignee) of the one part & CMD BSNL , herein after referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of trenching, Pipe laying and O.F. Cable pulling other associated works in Kodagu Telecom District Madikeri on the terms and conditions herein contained and rates approved by the BSNL (copy of Rates annexed)have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposit.

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

1) The contractor shall, during the period of this contract that is to say from..... toor completion of work for.....(In words)..... whichever is earlier or until this contract shall be determined by such notice as is herein after mentioned, safely 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, cable laying in tender documents (annexed to the agreement), when the BSNL or the SSA Head or any other persons authorised by the SSA Head in that behalf require. It deemed to be 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.

The Notice Inviting Tender (NIT), Bid documents (Qualifying and Final), 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 an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.

The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliance, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders,.

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

The contractor shall abide by the terms and conditions, rules, which are read by Tender document each page 7 understood by her/him, guidelines, construction practices, safety precautions etc. stipulated in the tender

document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here 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 B.S. N. L. in the presence of

Witness:

1.

2.

SECTION-XI
LETTER OF AUTHORISATION FOR OPENING BID OPENING

Tender Number-----

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

-----.

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf

of------(Bidder) in order of preference given below.

Order of preference

Name _____

Specimen Signature.

I

II

Alternate Representative:

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

NOTE: 1) Maximum of two representatives will be permitted to attend the bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
Permission for entry to the Hall where bids are opened, may be refused in case authorisation as prescribed above is not recovered.

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

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected.

1. Bid Security in accordance with the tender document.
2. Tender document(s), in original, duly filled in and signed by the tenderer or his authorised representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorised representative.
3. The copy of Enlistment certificate issued by the competent authority duly attested by a gazetted officer for Enlisted contractors **OR work experience certificate in the line of cable construction work issued by an officer not below the rank of Divisional Engineer.**
4. Latest Income Tax clearance certificate or copy of the IT returns PAN Card.
5. The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm duly attested.
6. Solvency certificate from the bank of the tendered- Up to works costing 20 Lakhs- Rs. 2 Lakhs; For works costing more than 20 Lakhs- Rs. 5 Lakhs. The Solvency certificate shall not be older than the date of issue of NIT.
7. Bid Form, duly filled in, as per the proforma.
8. Tenderer's profile duly filled in, as per the proforma.
9. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
12. List of qualified experienced personnel, who were working for the tenderer, who will be deployed for the work.
13. Service Tax registration details.
14. Labour license copy.
15. EPF registration copy.

Sd/-

Divisional Engineer (Planning)
BSNL, o/o GMT Madikeri 571201

:

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

**OFFICE OF THE GENERAL MANAGER, KODAGU TELECOM DISTRICT
MADIKERI 571201**

BID DOCUMENT
(FINANCIAL)

**TENDER FOR TRENCHING , PLB PIPE LAYING, &CABLE PULLING
IN KODAGU TD.**

No.KDGTD/W2/MM/ OFC/ TENDER/ GSM V.1/ 2009-2010/01 Dtd 31-08-2009



BHARAT SANCHAR NIGAM LTD.

SECTION-XIII
FINANCIAL BID FORM-A (BIDDERS QUOTATION)

To
The General Manager Telecom,
Kodagu Telecom District,
Padmavathi Complex
Madikeri 571201

Dear Sir,
Sub: My/Our Financial Bid for Kodagu SSA conformity .

Ref. : Your office Tender No.KDGTD/W2/MM/ OFC/ TENDER/ GSM V.1/ 2009-2010/01 & BID document NO..... dated.....

Having examined the tender documents, terms and conditions of the tender and specifications of the work etc. stipulated therein, I/We the undersigned offer to execute the trenching and pipe laying works and all other associated works in conformity with the said specifications and conditions of contract.

I/We offer to execute the trenching and reinstatement work at the rates quoted below:

Sl.no.	Job Description	Rates quoted by the bidder in rupees per metre
1.	Excavation of trenches at a nominal depth of 165cms and a width of 45 cms and reinstement of the escavated materials, irrespective of nature of soil strata..	

If my/our Bid is accepted, I/We shall submit the securities as per the conditions mentioned in the contract. I/We agree to abide by this bid for a period of 240 days from the the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.I/We also agree that our quotation is only for item of jobs mentioned in the above Bid form-A section XIII of the tender documents.Above rates are inclusive of all types of taxes, levies etc.except Service tax for which claim will be made on the bill amount.

Date:

Signature of the Bidder:
Name and address

1

SECTION XIV
FINANCIAL BID FORM-B (FIXED RATES)

To

The General Manager Telecom,
Kodagu Telecom District,
Padmavathi Complex
Madikeri 571201

Dear Sir,

Sub: My/Our Financial Bid for OF Cable construction work in Kodagu Ref : Tender No.
KDGTD/W2/MMOFC/TENDER/GSMV.1/09-10/1 dtd 31-08-2009

BID document NO..... dated.....

Having examined the tender documents, terms & conditions of the tender and specifications of the work etc. stipulated therein, I/We the undersigned offer to execute the O.F. cable Construction Works in conformity with the said specifications and conditions of contract and the rate for the item of Jobs mentioned below.

<u>Sl. No.</u>	<u>Job Description</u>	<u>Rates in rupees/Meter or unit</u>
01	Laying PLB pipes , coupled with PLB Sockets	
02	Road/Rail crossing through road crossing and inserting G.I. Pipes and pushing PLB Pipes inside.	
03	Laying and fixing of 150mm/100 mm /65mm/50mm dia G.Ipipes in trenches	
04	Laying and fixing of 150mm/100 mm /65mm/50mm dia G.I Pipes/G.I Trough on bridges and culverts	
05	Laying full round RCC Pipes in trenches	
06	Laying of Napa slabs/RCC half round pipes in trenches with PLB Pipes below	
07	Providing and laying CC 1:2:4 (1 cement,2 sand and 4 stone) for encasing G.I. Pipes. in road, bridges ,crossing and culverts.	
08	O.F. Cable Pulling	
09	Manhole preparation for OFC pulling,& Closing.	
10	O.F. Cable joint pit digging fixing RCC chamber with one round bottom cement plate and two half round Top cement plate filling of sand and closing the pit	
11	New O F cable pulling through existing old pipe	
12	Supply and installation of route indicators with painting and Sign writing work at every 200Mtrs Span	
13	Supply and installation of Joint indicators with painting and Sign writing work at every Joints	

Note: BSNL will supply PLB Pipes, couplers, .The contractor shall arrange the materials required for concreting including water curing required for the work Place.

Name and Address :

