



# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o the General Manager Telecom, Chitradurga Telecom District, Davangere-06

NO: PLG / 58/ TENDER U/G CABLE & 5 PR DP/2009-10 dated @ DVG,  
the, 26.09.2009.

## BID DOCUMENT

**Tender for Underground Cable Construction Works (Including 5 Pair) in  
Chitradurga Telecom District.**

Document No.	
Name of the Telecom District	Chitradurga Telecom District
Issued to [Name & Address]	
DD/CASH Receipt NO	
Date of Issue	
Signature of Issuing Officer	

Read and understood & complied

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Signature of Bidder

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Read and understood & complied

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Signature of Bidder

**SECTION - I**

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

Office of the General Manager Telecom, Chitradurga Telecom District, Davangere-06

**NOTICE INVITING TENDER**

Tender for U/G Cable Construction Works (Including 5 Pair Cable) in Chitradurga Telecom District.

**NIT NO: PLG / 58/ TENDER U/G CABLE & 5 PR DP/2009-10/2 dated at DVG,**  
**the 26.09.2009.**

Properly sealed tenders (Packing PVC tape / Sealing wax) are invited by the General Manager, BSNL, Chitradurga Telecom District, O/o General Manager Telecom, P B Road, Devaraj Urs Layout Davangere-06 for and on behalf of CMD, BSNL, New Delhi, for "U/G Cable Constructions Works (Including 5 Pair)" for Chitradurga Telecom District from the eligible bidders having minimum experience in executing trenching works in DOT/BSNL/PWD/National Highways/Electricity/Board/Railways or any Government Organizations, to an extent of 5 Kms. The experience certificate issued by an officer not below the rank of DGM/DE/EE shall be enclosed to the bid document. For further details log on to our Website <http://www.karnataka.bsnl.co.in>  
**Period of contract:** The tender is valid for One year from the date of entering into agreement and Period is extendable with the permission of General Manager if required.

**Mode of payment:** Tender document can be purchased from **Sub-Divisional Engineer (OP), O/o G.M.Telecom, P.B Road, Devaraj Urs Layout Davangere-06** by paying cost of bid document i.e. **Rs.563/-**. either in cash payable at cash counter of A.O(Cash), O/o GMT, BSNL, Devaraj Urs Layout Davangere-06 or DD drawn in favour of A.O (Cash) O/o GMT, BSNL, Chitradurga TD, Davangere 06, or can be downloaded from our website <http://www.karnataka.bsnl.co.in>, in which case, the cost of the tender document of **Rs.563 /-(Non refundable)** is required to be paid in the form of crossed DD drawn in favour of ".A.O(Cash), O/o GMT, BSNL Chitradurga TD, Davangere 06" and enclosed to the tender document. EMD is to be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of " A.O (Cash) O/o GMT, BSNL, Davangere -06" payable at Davangere.

**Sale of Tender documents:**From 29.09.2009 to 20.10.2009(on all working days) up to 17:00 hours.

**Time & last date for submission of Bid up to 13:00 hours on 21.10.2009**

**Time & Date of Qualifying Bid opening 15:00 hours 21.10.2009**

The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted/ received after expiry of scheduled date & time.

Sealed cover containing the rates quoted by the bidder in the prescribed Performa attached in tender document.

Please ensure that the two envelopes both Qualifying Bid and Financial Bid cover containing the tender is super scribed as "**TENDER FOR CABLE CONSTRUCTION WORKS (Including 5pr cable) in Chitradurga Telecom District**" and addressed correctly to Sri.Hanumanthappa Bajari, Asst. General Manager (OP), O/o General Manager Telecom, BSNL, Devaraj Urs Layout Davangere-06 and sealed either by sealing wax or by packing PVC tape on all adjoining corners of the cover containing the tender documents.

Bid Documents shall be dropped either in person in the tender box placed in the chamber of Asst. General Manager (OP), O/o General Manager Telecom, BSNL, Devaraj Urs Layout, P B Road Davangere-06 or by Registered Post / Speed Post / Courier on or before **13:00 hours of 21.10.2009** as mentioned in the NIT. This office is not responsible for any postal or courier delay.

**The General Manager, BSNL Chitradurga TD**, Davangere reserves the right to reject any or all tenders without assigning any reason what- so -ever.

Tender document will not be sent by post to the bidders.

Timely execution of works with requisite quality at competitive costs is the essence of this contract.

**Asst. General Manager (OP)**  
**O/o G.M.Telecom BSNL, Davangere-577006**  
**08192 234123 FAX 230000**

Read and understood & complied

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Signature of Bidder

**Section II**

**BID FORM**

**NO: PLG / 58/ TENDER U/G CABLE & 5 PR DP/2009-10/2 dated at DVG,**  
**the 26.09.2009.**

To,

The Asst.General Manager (OP),  
BSNL, Chitradurga Telecom District,  
O/o G.M.Telecom,  
Devaraj Urs Lay Out,  
P B Road, Davangere 577006.

Dear Sir,

Having examined the conditions of contract & specification in NIT No: NO: PLG / 58/ TENDER U/G CABLE & 5 PR DP/2009-10/2 dated at DVG, the, **26.09.2009**, The receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the Work of Cable Construction Work [Including 5 Pair cable] in Chitradurga Telecom District in conformity with said drawings, conditions of contract & specification as may be ascertained in accordance with the schedule of prices attached herewith & made part of this Bid.

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

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

Until a format Agreement is prepared & 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 & prepared so as to prevent any subsequent alteration & replacement.

Dated this ..... day of ..... 2009

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

Witness.....

Address.....

Read and understood & complied

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Signature of Bidder

**SECTION III  
TENDERER'S PROFILE**

**General:**

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

01. Name of the tenderer / Firm .....
02. Name of the person submitting the tender whose Photograph is affixed.  
Shri. / Smt. ....
- (In case of Proprietary / Partner ship firms, the tender has to be signed by Proprietor / Partners only, as the case may be)
03. Address of the Firm/Tenderer.....  
.....  
.....
04. Telegraphic address. ....
05. Telephone. No. (with STD Code) (Office). ..... FAX.  
.....  
Residence.....Mobile (if any)  
.....
06. Registration & Incorporation particulars of the firm:  
i) Proprietorship  
ii) Partnership  
iii) Private Limited  
iv) Public Limited
- (Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by Business Law)*
07. Name of Proprietor / Partners / Directors .....
08. Tenderer's Bank A/C No. ....  
Name of the Bank. ....  
Branch and its code. ....  
Accounts No.(s). ....
09. Permanent Income Tax number (PAN) .....
10. Last year for which income tax was paid  
Amount paid. ....

Read and understood & complied

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Signature of Bidder

11. Infrastructural capabilities:

- a. Maximum capacity of trenching per day (In Meters) .....
- b. Maximum capacity of cable laying per day (In meters) .....
- c. Maximum capacity of pulling cable per day (In Meters) .....
- d. Maximum capacity of engaging Labours per day (No. of Labours) .....
- e. Particulars of vehicles possessed by the tenderer (Nos.)

Type of vehicles	Regn. No.	Station where available
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12. Details of Technical & supervisory staff: [Supervisors, Cable Jointers...]

**Certified that the information given above is true and if any information is found to be false or misleading the tender / contract may be cancelled.**

**Place:**

**Signature:**

**Date:**

**(Name. ....)**

## SECTION - IV

### INSTRUCTION TO BIDDERS

#### DEFINITIONS & AREA JURISDICTION OF CONTRACT

**1.0 Definitions:**

- 1.01 CMD BSNL means, Chairman & Managing Director, BHARAT SANCHAR NIGAM LIMITED, a Govt. Company headquartered at NEW DELHI and Circle offices at various state headquarters and SSA offices at various District Head Quarters in India.
- 1.02 Company: Company means BSNL or Bharat Sanchar Nigam Limited, A Govt. of India Enterprises Head Quartered at New Delhi shall means Chairman & Managing Director, BSNL New Delhi.
- 1.03 The GMTD means the General Manager of Chitradurga Telecom District, Davanagere and his successors.
- 1.04 Representative of GMTD means officers and staff of BSNL for the time being in "CHITRADURGA TELECOM DISTRICT" deputed by the GMTD for inspecting or supervising the work or testing etc.
- 1.05 A/T Officer: The officer / official authorized by the GMTD, Davanagere for carrying out Acceptance Testing of cable construction works.
- 1.06 The term "CONTRACTOR" means successful tenderer(s) whose tender has been accepted and shall include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.07 The term "CONTRACT" shall mean and include the invitation to tender incorporating also the instructions to tenderer(s), its appendices, annexes and schedules, acceptance of tender and such general and special conditions as may be added to it.
- 1.08 JURISDICTION OF GMTD, Davanagere means Telecom District covering Chitradurga Revenue District & Davanagere Revenue District(Davanagere,Harihar & Jagalur Taluk only).
- 1.09 Officer In-charge of the work means SDE In-charge of the section where work is executed.

**2 ELIGIBILITY OF BIDDERS:**

- 2.1 Having experience in executing Trenching Works in DOT/BSNL/PWD/National Highways/Electricity/Board/Railways or in any Government Organizations to an extent of 5 Kms. The Experience Certificate issued by an officer not below the rank of DGM/DE/EE shall be enclosed to the bid document.



## 2.2 JURISDICTION OF THE CONTRACT:

Estimated Cost & Area of contract:

U/G cable construction works (Including 5 Pr) to be laid in Chitradurga Telecom District Estimated cost and EMD particulars

Sl. No	Name of SSA	Total Length of Cable to be Laid	Estimated Cost	EMD Particulars
01	Chitradurga Telecom District	110 Kms [ 60 + 50 ]	2160000+ 1200000	84000-00

**NOTE:** The quantity of work is likely to increased or decreased based on utilization and availability of cables.

## 2.3 Disqualify for Bidding

The General Manager, BSNL Chitradurga Telecom District, Davangere, reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL, including those whose contracts are already terminated by the BSNL. The contractors whose contract agreements were terminated by General Manager BSNL, Davangere in the last two years are also not eligible to participate in this tender. The Firms and Companies, which have the contractors as proprietors or partners, whose contract agreements have been terminated by BSNL due to bad performance by the Contractor, are also not eligible to participate in this bid. The Bidders black listed by the BSNL are also not eligible to participate in this tender.

## 3 BID DOCUMENTS:

**3.1** The construction work to be carried out, goods required, bidding procedures & 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 Instruction to Bidders

3.1.1.5 Scope of cable construction work & Pole less network.

3.1.1.6 General Terms & conditions

3.1.1.7 Special Conditions

3.1.1.8 Agreement (Specimen)

3.1.1.9 Letter of Authorization for Attending Bid Opening

3.1.1.10 Letter of Undertaking

3.1.1.11 Experience certificate issued not below the rank of DE.

3.1.1.12 Bid Security (EMD as Para 2.2. of Section IV of Tender document for each revenue District should be given separately for which applied.

### **3.1.2 Financial Bid**

3.1.2.1 Schedule for quoting rates

**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 the bidder's risk and shall result in rejection of the bid.

**4. QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Company in writing or by fax or cable at the company's mailing address indicated in the invitation for Bids. The company 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) & the clarifications by the company shall be sent to all the prospective bidders who have purchased the bid document & all such clarifications issued by the company will form part of the bid document.

**5. AMENDMENT OF BID DOCUMENTS:**

5.1 At any time, prior to the date for submission of bids, the company may, for any reason whether sue 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 telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the company & 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 company may, at its discretion, extend the deadline for the submission/opening of bids suitably.

**PREPARATION OF BIDS**

**6. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation & submission of the bid. The company 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 QUALIFICATIONS:**

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

- i) Bid Security [EMD]
- ii) Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- iii) The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
- iv) Bid form, duly filled in as per section II.
- v) Original " Power of Attorney" in case person other than the tenderer has signed the tender documents.
- vi) The experience certificate of having minimum experience of executing 5 Kms of Trenching works issued by an officer not below the rank of DGM/DE/EE.
- vii) Self certificate stating that none of his/her near relative is working in the units where he/she is going to apply for the tender.
- viii) Service Tax Registration certificate.
- ix) Self certificate stating that the bidder has not been blacklisted anywhere in BSNL & his EMD/SD has not been forfeited.

**8. BID SECURITY:**

- 8.1 The bidder shall furnish the requisite bid security (EMD) as specified in condition 2.2 and Section IV under jurisdiction of contract for each Revenue District. Bid security (EMD) should be paid separately to each Revenue District. No interest shall be paid by the company on the Bid security for any period, what -so- ever.
- 8.2 The bid security is required to protect the company against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 8.7.
- 8.3 Bid Security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favor of BSNL Chitradurga TD, payable at Davangere.
- 8.4 A bid not secured in accordance with Para 7 shall be rejected by the company as non-responsive.
- 8.5 The bid security of the unsuccessful bidder will be refunded as early as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the company.
- 8.5.1 The successful bidder's bid security will compulsory be converted to part Performance security deposit in accordance with clause 25.2.
- 8.7 The bid security shall be forfeited:
- 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.7.2 If the bidder makes any modifications in the terms & conditions of the tender before acceptance of the tender, which are not acceptable to the company or
- 8.7.3 In case of a successful bidder, if the bidder fails:
- i) To sign agreement in accordance with clause 26, or
  - ii). To furnish Security Deposit in accordance with clause 25
  - iii). To furnish Certificate of Registration from the Asst. Labour Commissioner [Central] after issue of form V & Labour Licence after issue of form VI B within 15 days of issue of form V

**9. BID PRICES:**

- 9.1 The bidder shall give the total composite price inclusive of all levies & taxes and transportation of materials in r/o of works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by the company (At the district Telecom Store/Sub Division Store) or otherwise to execute the work under the contract, to the site at his /their own cost hence no separate charges are payable on this account.
- 9.2 Prices shall be quoted in the schedule of rates (**Financial Bid**) only
- 9.3. The price quoted by the bidder shall remain fixed during the entire period of contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive & rejected.

**10. PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bid shall remain valid for 240 days from the date of opening of the (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE COMPANY AS NON-RESPONSIVE.
- 10.2 The company reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days & 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 & 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 & 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 document for his own reference.)**
- 11.2 The bid shall contain no inter-lunation, erasures or overwriting except as necessary to correct errors made by the bidder in which case, such corrections shall be signed with date by the person or persons signing the bid.

**SUBMISSION OF BIDS**

- 12. Method of preparation of bid:
- 12.1 Bid for each tender should be submitted in the envelopes placed **inside a main Cover**. These envelopes should contain the following:

Envelope	Marked on the Cover	Contents of Envelope
First	Qualifying Bid	Containing Bid Security [EMD] & Bid documents.
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format.

On the two envelopes the name of the firm & whether " Qualifying "or " Financial " bid must be clearly mentioned & should be properly sealed (with sealing wax/Packing PVC tape) at all the Four Sides. These two envelopes are to be placed inside an outer envelope & properly sealed (with sealing wax / Packing PVC tape) at all the Four Corners. The tenders, which are not submitted, in above mentioned manner shall be summarily rejected.

- 12.2 All envelopes (2 inner & one outer) must bear the following:  
"TENDER FOR UNDERGROUND CABLE CONSTRUCTION WORKS (Including 5 PAIR CABLE) in CHITRADURGA TELECOM DISTRICT" " NOT TO OPEN BEFORE (DUE DATE OF TENDER)"
- 12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- 12.4 Any tender with conditions other than those specified in the tender documents 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 Bid Documents shall be dropped either in person in the tender box placed in the chamber of Asst. General Manager (OP), O/o General Manager BSNL, P B Road, Devaraj Urs Lay Out, Davangere or sent by Registered/Speed Post/Courier such that it reaches Sri. Hanumanthappa Bajari, Asst.General Manager (OP), O/o G.M.Telecom, BSNL, P B Road, Devaraj Urs Lay Out, Davangere-577006 on or before **13:00 hours of 21.10.2009** as mentioned in the NIT. The Documents sent by any other means will not be accepted. 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 box will not be received by GMT Chitradurga TD or any of the subordinates or will not be allowed to be deposited in the tender box. Bid document received by Registered post/Speed Post/Courier after expiry of scheduled time will not be considered even if the delay is due to Postal Authority/Courier Agency.

- 13.2 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision will be taken & communicated to the tenderers who have purchased the documents & 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 & also published in the newspaper 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 day at the same time & venue.
- 13.3 The Government of India if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in the absence of such notifications, the bids will be opened on next working day, time & venue remaining unaltered.

**14 LATE BIDS:**

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

**15 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 15.1 The bidder may modify or withdraw his bid after submission & 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.

**16 BID OPENING AND EVALUATION:**

**OPENING OF BIDS BY THE COMPANY:**

- 16.1 The Bid Opening Committee nominated by GMT, Chitradurga TD Davangere shall open the bids in the presence of bidders or their authorized representatives who choose to attend, at **15:00 hours of 21.10.2009**. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit a letter of authority to this effect before they are allowed to participate in the bid opening (A format is given in section - VIII)
- 16.2 Only one representative per tenderer shall be allowed to be present during the opening of tender.
- 16.3 The bids shall be opened in the following manner:
- 16.3.1 The bid opening committee shall count the number of bids & assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- 16.3.2 The envelopes containing the tender offer & not properly sealed, as required vide para 12.1 shall not be opened & shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope & all the members of bid opening committee shall initial with date.
- 16.3.3 The bidders who have submitted proper bid security as per tender document, their "Qualifying BID" shall be examined & recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered & signed by the bid opening committee members.
- 16.3.3.a (After recording of the "Qualifying Bid" the TOC will place all the Financial bids submitted by the bidder in an envelope & will seal it with a wax for keeping in safe custody)
- 16.4 The Financial Bid shall be opened in the following manner:
- 16.4.1 The envelope marked "Financial Bid" will be opened only for qualified tenders in "Qualifying Bid"

- 16.4.2 The date & time of opening of " Financial Bid " shall be conveyed to all the bidders who have qualified in Qualifying Bid & 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 & such other details as the Company, at its discretion, may consider appropriate; will be announced at the opening.
- 16.4.4 In case there is discrepancy in figures & 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 COMPANY:**

To assist in examination, evaluation & comparison of bids, the Company may, at its discretion ask the bidder for clarification of its bid. The request for its clarification & 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 Company 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 & whether the bids are generally in order.
- 18.2 If there is discrepancy between words & figures, the amount in words shall prevail. If the contractor does not accept the correction of the errors, his bid shall be rejected.
- 18.3 Prior to the detailed evaluation, the company will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms & conditions of the bid documents without deviations. The company's determination of bids 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 company & shall not subsequent to the bid opening be made responsive by the bidder by correction of the non- conformity.**
- 18.5 The company may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

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

- 19.1 The company shall evaluate in detail & compare the bids previously determined to be substantially responsive pursuant to clause 18.
- 19.2 The L1 will be decided Revenue District based on the Lowest total value of the work arrived at , which shall be realistic and rational, by applying the quoted rates on the estimated quantity of each item of work shown in Rate quoting **Schedule A**. GMT Chitradurga TD, Davangere is not bound to accept the lowest one and the L1 rates are further subject to negotiation, if felt necessary by the General Manager BSNL Davangere.
- 19.3 The item of work shown in **Schedule B** are of incidental nature. Hence this item will not be taken into account for determining L1. Any contractor at the lowest rate can be offered the work or the contractor whose tender is accepted can be asked to carry out the above works at the lowest rate quoted in the tender.

**20. CONTACTING THE COMPANY:**

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

**21. AWARD OF CONTRACT:**

- 21.1 The General Manager, Chitradurga TD, Davangere shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially & financially acceptable. The General Manager, Chitradurga TD, Davangere reserves the right to award contract for more than one contractor at the L1 rates [L1 (70% of work) and L2 (30% of work)]

**VALIDITY OF THE CONTRACT:**

- 21.2 One year from the date of signing of agreement between the company & the contractor. The price once fixed will remain valid for the period of contract. Increase & decrease of taxes/duties will not affect the price during the contract period. The period may be extended if felt necessary by the General Manager Telecom Chitradurga TD, Davangere.

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

The General Manager, at the time of award of work under the contract, reserves the right to decrease or increase the work by upto 25 % of the total quantum of works specified in the schedule of requirements without any change in the rates or other terms & conditions.

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

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

**24 ISSUE OF LETTER OF INTENT:**

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

**25 SECURITY DEPOSIT**

- 25.1 **Purpose:** The Security deposit payable as a guarantee for the satisfactory execution and Performance of the contract.
- 25.2 The EMD of the successful tenderer will be automatically converted into Security Deposit.
- 25.3 The successful tenderer shall within 10 days of issue of letter of intent, furnish additional Security deposit equal to EMD amount in the form of DD drawn in favour of" A.O(Cash). O/o GMT, BSNL Chitradurga TD, Davangere-06" payable at Davangere and enter into an agreement on a stamp paper of Rs.100/- The EMD & SD will remain unchanged even if more than one contractor is selected for each zone.
- 25.4 The Security deposit is also acceptable in the form of Bank Guarantee from a schedule Bank covering for a period of 18 months.
- 25.5 The Security deposit will not bear any interest while in the custody of BSNL

- 25.6 **Forfeiture:** The Security deposit is liable to be forfeited either in full or in part , if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and work order placed on the contractor.
- 25.7 **Release of SD:** The Security Deposit will be released after satisfactory execution of the work orders i.e. after the warranty period of 18 months.
- 25.8 The successful tenderer shall send a pre-stamped receipt with a request to get refund of EMD/SD/Additional SD after six months but not later than 08 months from the date of completion of period of validity of contract, failing which the request for refund of EMD/SD/Additional SD in the form of 10% held over from the running bills will not be considered.
- 25.9 The contractor [successful bidder] shall not insist for permission in writing from the Municipal /PWD etc authorities for carrying out the cable works. It will be the responsibility of the officer in-charge of the work to ensure that no obstruction comes from the above said authorities.
26. **SIGNING OF AGREEMENT:**
- 26.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the company with in a week of submission of security as per clause 25.3 above.
- 26.2 As soon as 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 company till the completion of warranty period without any interest.
27. **ANNULMENT OF AWARD:**  
Failure of the successful bidder to comply with the requirement of clause 25 & 26 shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security, in which event, the company may make the award to any other bidder at the discretion of the company or call for new bids.

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**SECTION - V**  
**SPECIFICATION OF CABLE CONSTRUCTION & POLE-LESS NETWORK**

**1. Trenching: Excavation of trenches in all types of soil**

- 1.1 Excavation of trench includes cutting of tree roots, removal of any other constructions like boulders, removal of bushes, wetting the trench with water etc. for which no additional payment will be made. After digging, the trench shall be cleared off from stones and other sharp edge materials so that a smooth bed is available for laying the cables
- 1.2 The UG cable are to be laid to a depth of trench 90 cm from the bottom of the cable to the top of the trench [top width 45cms & bottom width 30cms]. 5 pair cable are to be laid at a depth of 60 cms.

Trench for (in all types of soil as at Sl No.1 above)	Width.	Standard Depth	Required for
U/G cable including 5pr	Top width 45Cms bottom width 30cms	90 Cms  (60 Cms for 5 pair cable)	a. Single cable for any size or b. Laying any number of cables below 400 pairs or c. Laying two cables of 400 pairs and above with/without any number of additional small size cables

This may be noted that top width is recommendatory while the bottom width is mandatory.

**2. Trenches of less depth : Relaxation, mechanical protection and rates payable**

The depth of trench is very important for future life of cables. Therefore, the contractor is expected to ensure that the standard depth is maintained in normal circumstances. However due to obstructions or any other reasons beyond the control of the contractor, if the depth of the trench is less than the standard depth but upto a certain limit, the following procedure shall be adopted :-

- 2.1 Depth less than standard may be accepted as indicated here under however no relaxation shall be granted if digging is possible. Suitable precaution like solid laying, laying through GI pipes etc., are to be deployed and relaxation for the same may be obtained from the DEs concerned. Only in difficult cases relaxation may be granted by SDE incharge of the work. But the rates applicable shall be in accordance with the percentage shown below;
- 2.2 Rate applicable For Depth Relaxation in r/o UG Cable including 5 Pr cable
- 2.3 Measurement of depth of trenches.

The cable routes of one work order shall be divided into a number of segments each of maximum 100 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 100 meters. One segment shall cover only one type of a trench. The measurements of depth shall be recorded at each point of measurement(POM) in the measurement book in meters upto two decimal points. For example 87cms depth shall be recorded as 0.87m. The points of measurements shall be at distance of 10 meters starting from 0(Zero) meter. For example if the length of segments is 75 meters , the POMs shall be at 0M, 10M, 20M, 30M, 40M, 50M, 60M, 70M. The last POM shall be at 75<sup>th</sup> M to be recorded against residential POM. For each segment average depth shall be worked out by dividing the total depth by number of POMs. The measurements of depth shall be recorded in measurement book.

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 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.

#### RATE CHART

S.No.	Depth Range	Rates Applicable
1	81cms to 90cms	Proportionate rate of approved rate
2	61cms to 80cms	95% of the approved rate with proportionate depth w.r.to 90cms depth in this slab
3	41cms to 60cms (5 Pair cable)	90% of the approved rate with proportionate depth w.r.to 90cms depth in this slab
4	30cms to 40cms	85% of the approved rate with proportionate depth w.r.to 90cms depth in this slab
5	Below 30cms	No payment

**NOTE: The rate for 5 pair cable will be automatically calculated as per above rate chart**  
**Method of Calculation Example(For 90cm depth)**

Calculation for approved rate of Rs.30/- (Example)
Depth = 90cms, amount payable is $90 \times 30 / 90 = \text{Rs.}30$
Depth = 81cms amount payable is $81 \times 30 / 90 = \text{Rs.}27$
Depth = 80cms amount payable is $80 / 90 \times 95 / 100 \times 30 = \text{Rs.}25.33$
Depth = 55cms amount payable is $55 / 90 \times 90 / 100 \times 30 = \text{Rs.}16.50$
Depth = 34cms amount payable is $34 / 90 \times 85 / 100 \times 30 = \text{Rs.}9.63$

#### 2.4 Powers delegated for relaxation of Depth as follows.

Type of Cable	Standard Depth in Cms	Minimum acceptable depth in Cms without relaxation	Power delegated for relaxation of depth in Cms to		Protection for depth without relaxation
			DE	DGM	
U/G cable other than 5 Pr	90	80	60	Full Powers	Bricks
5Pair cable	60			Full Powers	Bricks

### 3 Procedure for back filling & consolidation :

3.1 After laying of the cable, placing of bricks / RCC pipes or protection by other means, the trench is to be back filled with the soil excavated and to be compacted so as to make it free from risk of sinking, and the road usable for traffic.

- 3.2 Earth filling should be done 15 Cms. to 20 Cms. depth at a time and properly rammed with suitable rammer. After this next layer of earth has to be put and well rammed. This process should be continued till the entire trench is filled. The idea is that the trenches are properly packed after back filling. It should be the aim to put all excavated earth back into the trench and pack properly to avoid subsequent sinking, leaving a 6" hump above the trench. The remaining excavated materials, shall be disposed off at contractors cost to the satisfaction of I/C of work and the local body / owner of the premises, before shifting the workers.
- 3.3 The cost of back filling and consolidation is included in the rates for digging of trenches hence no amount shall be claimed separately for the same.

**4 RCC PIPE LAYING AT ROAD CROSSING : (RCP)**

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

**5. GI PIPE LAYING ON BRIDGES AND CULVERTS : (GIP)**

- 5.1 At bridges and culverts the cable shall be laid in GI pipes of suitable size. The pipe has to be clamped on the outer side of the parapet wall or on top of the arch adjoining the parapet wall by digging close to the wheel guard. At the end of bridges/culverts cable and G.I. pipe should not remain exposed.
- 5.2 The clamp shall be at an interval of not more than 50 cms. clamping material of approved quality (viz., galvanized saddles or clamps having minimum 25mm width and 3mm thickness) shall be supplied by the contractor. The nails/nuts & bolts / coach screws shall be of not less than 5mm dia. and shall be adequately long to bear the stress / strain at his cost. Only GI pipe shall be supplied by BSNL.
- 5.3 The pipe may have to be fully embedded in cement concrete. If the GI pipe is required to be laid on bridge surface cost of the CC shall be paid by the department.

**6. PULLING AND LAYING OF CABLES IN TRENCHES.**

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

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

- 6.2 In case the previous length ends in the middle of a carriage way / foot path it should be negotiated out of the carriage way / foot path by laying the next length early and removing the excess overlap cable and depositing to the stores under proper receipt.
- 6.3 Where more than one cables are laid in the same trench jointing location shall be suitable staggered. In case the cable is to be terminated in a pillar / cabinet the length of cable for such termination shall be equal to (jointing length + height of the pillar / cabinet). Sharp bends shall be avoided and bends if any have to be smooth having diameter more than five times the diameter of the cable.
- 6.4 After the completion of laying, sand / sieved earth, free of stones etc., shall be placed over the cable to a height of 7.5 cms. duly leveled and rammed lightly to form a bedding for warning bricks / Half round RCC pipes.

## 7. PROTECTION & WARNING LAYER :

### 7.1 Warning brick layer :

A class fully burnt red bricks of size 9" X 4" X 3" (wire cut) shall be used as a warning / protection layer. Bricks shall be used longitudinally over the cables upto 400 prs. and transversely over cables above 400 prs. or two cables of size upto 400 prs. The bricks shall be supplied by the contractor including cost of loading, unloading and placing over the cables. Approximately 4400 bricks per Kilometer shall be required for laying longitudinally and 9000 bricks per Km. shall be required for laying transversely.

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

7.3 **If the contractor fails to close the trench due to non availability of bricks the Company may purchase the bricks at market rate and the amount paid for purchase of bricks shall be recovered from the contractor's bill along with 10% handling & supervision charges.**

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

## 8. Construction of RCC plinth for pillar (COP) & Erection of Pillars

8.1 The plinth for erection of pillar shall be made of RCC cast at site, the dimensions of the pit for casting the foundation of the plinth shall be as under.

Length = W + 30 cms.

Width = D + 30 cms.

Depth = 110 cms.

Where W= Width of the pillar shell, D= Depth of the pillar shell.

8.2 The pillar should be installed in safe places on footpaths at suitable locations convenient and accessible for maintenance

8.3 The pillars are to be erected on RCC plinths as per "BSNL specifications". The work of erecting cabinets and pillars includes:

8.4 Construction of RCC plinth as per specifications shown in drawings. While casting the plinth one copper wire 7/18 should be buried in the plinth whose lower end shall be connected to a GI plate or GI pipe to form a suitable earth electrode. The wire shall be sufficiently long (about 2 mtrs.) and shall be terminated on the CT box mounting frame in side of the

cabinet / pillar. Fixing cabinet / pillar on the plinth shall be done with 10mm bolt at all the positions provided. All the cost of the materials shall be borne by the contractor.

- 8.5 Erection of cabinet / pillar shall be done by fixing the cabinet / pillar boxes on the plinth and bolting firmly with the RCC plinth and terminating the earth wire on the frame in side. The department shall supply only the pillar boxes.

9. **PAINTING**

Painting shall be done as per the BSNL specification. The cabinet / pillar shall be cleaned thoroughly and one coat of red oxide primer shall be applied on all inside and outside surfaces. After it is dried up spray painting shall be done with gray enamel paint on all surfaces. All materials shall be supplied by the contractor. The pillars / DPs shall be painted and sign written with enamel paint of reputed brand

10 **SIGN WRITING**

Sign writing shall be done after cleaning the surface with dry cloth with white enamel paint.

**NUMBER, NAMES AND FIXED SIGN MARKS OF DISTRICT**

Number names and fixed sign marks shall be sign written in capital letters of height 10 cms. and width 7.5 cms. (4" X 3").

11. **Jointing of cable pairs [read with Clause 17]**

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

12. **DP Erection [read with clause 15]**

External DP of 5pr / 10pr are to be fitted on post/walls with the help of fixtures such as DP clamps, pole brackets etc.

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

- a. Burnt bricks size 9" X 4" X 3"
- b. Size should not vary by more than 2%
- c. The bricks should be laid above the cable of size 200pr and above at the rate of 4 Nos. per each running meter of the cable as per the standard of the Company.
- d. Burnt bricks should be first class standard specification made by good brick earth thoroughly burnt and should not increase in weight by more than 20% of its original weight after half an hour of sinking by immersion in water. Bricks should not break down when dropped flat on ground from a height of one meter.
- e. Sample pieces (5 Nos.) should be submitted on the day of laying cables for the purpose of testing the comprehensive strength of the bricks by the BSNL field SDE/SDO and it should be as per CPWD standard.

14. **Sign writing of D.Ps.** The sign writing shall be done on the wall near the DP box. The sign writing shall be done on blue background of 300 mm X 200 mm with sign writing in white colour. Enamel paint of reputed brand shall be used for painting & sign writing. The contents of the sign writing are given below.

- Abbreviated code of name of SSA.
- Abbreviated code of exchange system.
- Numbering of the DP.

The height of the letters and contents according to numbering scheme of DPs in the SSA will be given by Engineer-in-charge.

## 15. JOINTING [READ WITH CLAUSE 11 OF CONSTRUCTION SPECIFICATION]

- a. The Jointing work consists of the following:
- b. Digging the pit (1M X 1M X 1M) for joint.
- c. Preparation for the Joint.
- d. Jointing of Cable conductors.
- e. Testing of Jointed pairs (100%).
- f. Closing the joint with proper kit.

The joint shall meet BSNL specification., Before closing the joint the contractor should keep a slip inside the joint, indicating the name of the Contractor, Supervisor (BSNL) and date of joint. The contractor should ensure availability of 100% pairs before closing the joint. The testing has to be done after completion of each joint and for the entire length of the cable. Cost of missing pairs shall be recovered (except manufacturing defect) and decision of GM Davangere shall be final and binding on the Contractor. Cable joint shall be guaranteed for a period of one year from the date of closing the joint. In case of failure of a joint due to poor workmanship i.e., failure of joint without any external damage, within stipulated period of guarantee, the contractor shall repair the joint within this period at his cost. Repair of joint should be done within 24hours.

## 16 Fault tracing and Emergent maintenance work

16.1 The assistance to be provided immediately on call basis.

The successful contractors are required to provide assistance in respect of works related to fault tracing and restoration in the existing cable network. The associated works are given below:

- a) Trenching for test pits 0.9\*0.3\*1 Mtr
- b) Small length of trenching for cable tracing 0.9\*0.3\*1mtr
- c) Pit for jointing 1Mtr\*1Mtr\*1Mtr
- d) Replacing section of cable [recovery & relaying]
- e) Reinstatement as per standards (road level)
- f) Jointing
- g) Assistance at work spot
- h) Night watchman duty

## 17. DOCUMENTATION

**The Contractor shall supply 3 sets of documents for each pillar/LI. & UG cable construction Work.**

- i) The documentation, consisting of Route diagrams, depicting alignment of cables on road sides, Joint locations, Termination details of cable on MDF ,Pillars and DPs the topographical details of road, location of pillars and land ,marks along side should also be shown to locate the cables easily as and when required. These diagram shall be prepared on A-3 sheets of 80-GSM.
- ii) Joint offsets -Distance of joint from three different locations should be mentioned for exact location.[A-4 size of 80GSM]
- iii) Pillar cards: The Pillar crds shall show the termination details of primary as well as distribution cards in the pillar. .[A-4 size of 80GSM]
- iv) MDF Termination cards :The MDF termination cards shall provide details of termination of cable depicting full details of MDF vertical ,tag black numbers and pair numbers of the cable terminated on the MDF and its correspondence with termination in pillars. .[A-4 size of 80GSM]

Read and understood & complied

22

Signature of Bidder

- 17.1 The route diagram, joint offsets, pillar cards and MDF termination cards shall be prepared by the contractor through an experienced draughtsman or these may be computerized.
- 17.2 The front cover sheet[110 GSM] shall have the following details:

1. Name of SSA
2. Name of the Exchange
3. Name of the contractor
4. Work order No
5. Date of Commencement work.
6. Date of completion of work

Documentation should bear the signature of Contractor, SDE In-charge & the AT officer

- 17.3 The work of DOCUMENTATION is obligatory on the part of contractor. Though no penalty can compensate the inconvenience and potential loss to the BSNL due to non submission of documentation, a penalty equivalent to 10 times of the approved rates for the item shall be imposed and recovered from the bill for the work or security deposit or any other amount due to the Contractor from the BSNL. Such defaulting contractor shall also be blacklisted.

**18. Transportation :**

The materials required for cable construction works shall be made available at Divisional Store yard Devaraj Urs layout, Davangere / Subdivisions Store yards in Chitradurga Telecom Dist. The contractor shall be responsible to Transport all the materials to be supplied by the department to the work spot and returning of unused stores to Store yard.. The rate shall be quoted including transportation, loading unloading etc. The rate quoted should include transportation of cables and other materials from the store yard to divisional store/Work spot and returning of unused and recovered cable materials to the divisional/Sub divisional store yard.

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

It shall be obligatory on part of the contractor to dispose of the empty cable drums at his level and the amount fixed for various empty cable drums shall be recovered from the bill for the work on which the drum was issued or from any other amount due to the contractor or the SD.

The contractor shall not be allowed to dump the empty cable drums in Govt. / public place which may cause inconvenience to the department / public.

The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and type of cable drums in the bill so that the amount is deducted from the bills due.

**19.1.Rates fixed for various types of empty cable drums are as under.**

Sl. No.	Empty cable drum for cable of	Rate for disposal
i.	1200 prs. and above	Rs. 550/-
ii.	800 prs. .	Rs. 500/-
iii.	400 Pairs	Rs. 375/-
iv.	200 Pairs	Rs. 250/-
v.	100 Pairs	Rs. 150/-
vi	50 Pairs	Rs.125/-
vii	10/20 Pairs	Rs.75/- and Rs100/-

## SECTION - VI

### GENERAL TERMS & CONDITIONS OF THE TENDER

#### **Material Security:**

The successful tenderer will have to deposit material security as mentioned in the scope of work, to the extent of **Rs 50,000/-**, either in the form of cash paid at cash counter O/o G M T, Davangere or in the form of Bank Guarantee (Valid upto 18 months from the date of agreement) from a scheduled bank and in the material security bond form provided in the bid document, section IX. Material security can also be submitted in the form of crossed DD drawn in favor of A.O(cash) BSNL Davangere issued by a scheduled bank and payable at Davangere. The material security will be a non interest bearing deposit, for any period what so ever.

The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more store has to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of GMTD Davangere shall be final and binding.

The proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.

The material security shall be released/refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production " **no dues certificate**" from "**Engineer-in charge**"

#### **PERFORMANCE SECURITY:**

The contractor shall permit the BSNL, at the time of making any payment to him for work done under the contract, to deduct such sum in addition to the sum already deposited as security deposit(due to conversion of bid security), an amount of 10 % of the running bills/final bills.

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

The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of terms and conditions of the contract as stipulated in the bid document.

No interest will be paid to the contractor on the Security deposit.

#### **1. ISSUE OF WORK ORDER & TIME LIMIT**

1.1. The work order will be issued by the Divisional Engineer of concerned zone.. In case of exigencies, the work order shall be issued by the Asst.General Manager[OP], O/o G.M.Telecom, Davangere. The work order will contain following specific items of work to be executed by the contractor within specified time limit.

- a) Locations of the cables to be laid
- b) Type of the cables to be laid
- c) Length of the cables to be laid
- d) Date of commencement of work



- e) Time allowed for execution of work
- f) Date of completion of work
- g) Date of measurement of the work (tentative date)
- h) Details of cable joints to be made
- i) Details of DPs to be erected
- j) Details of Pillars to be constructed
- k) Bricks or no bricks.

1.2 The concerned DE/AGM reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at the required pace

## 2. TIME SCHEDULE

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

- a) Trenching Per Km : 500 Mtrs Per day
- b) Cable laying & reinstatement: 1 Km per day
- c) Cable jointing : Upto 50Prs.... 5 Joints per day  
100Prs... 3 Joints per day  
200Prs & above.. 1 Joint per day
- d) termination on Pillar/MDF : 400 Prs per day
- e) Construction of Pillar plinth & erecting of pillar & termination: 10 days per pillar
- f) Store collection : 2 days
- g) DP erection : 5 DPs per day.

## 3 EXTENSION OF THE TIME LIMIT(EOT):

3.1 The competent authority shall consider the request of the contractor for EOT keeping all the facts & circumstances in view & shall grant extension of time, if in his opinion, there are reasonable & sufficient grounds for granting such extension & the reasons for delay are not ascribable to the contractor.

3.2 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final & binding on the contractor.

## 4 PENALTY CLAUSE:

4.1 The time allowed for completion of work as entered in the tender shall be strictly adhered by the contractor and shall be **deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from seventh day from issue of work order by the BSNL** The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, & the contractor shall pay as penalty an amount equal to **1.0 %(one) percent of the amount (minimum Rs. One thousand per week) of the in complete work for every one week of delay** in completion of work, subject to a **MAXIMUM** of 10% percent of cost of the work awarded.

- 4.2. In case of slow progress of the work in a section which have been awarded to a particular contractor, & the public interest does not permit extension of time limit for completion of the work, the GMT, Chitradurga TD, Davangere will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work & get the balance executed at the risk & cost of the contractor.. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 4.3. The GMT, Chitradurga TD, Davangere reserves the right to cancel the contract & forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.

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

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

**5 Penalty for cutting /damaging the old cable:**

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

Size of existing cables cut/damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs 500.00 (Five Hundred) per fault
Above 100 pairs & up to 400 pairs	Rs 1,000.00(One thousand) per fault
Above 400 pairs	Rs 2,000.00 (Two thousand) per fault
OF Cable	Rs.50,000.00(Fifty thousand) per fault

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

**6. Penalty to damages to stores / materials supplied by the company while laying:**

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

### 6.3 TAXES & DUTIES

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

1. **WORKS CONTRACT TAX:** The rates offered by the contractor shall be inclusive of the works contract tax as applicable in the states. The BSNL shall deduct works contract tax from payments due to the firm by the accounts officer of the division.

2. **SERVICE TAX:** The rates offered by the contractor exclusive of the service tax as applicable. Service tax will reimbursed only on submission of documentary proof of registration with excise department and receipt of payment (i.e. TR-6 challan)

3. **Service Tax & VAT:** The present rates declared by the Government are to be quoted in the tender. Any variations made by the Government in respect of these taxes in future are also applicable for this tender.

### 7. SUBMISSION OF BILLS

7.1. The bills shall be prepared accurately and as per the measurements recorded in the MB and after the acceptance and testing of all the items involved in the work, the contractor should submit the bill within 30 days.

7.2 The SDE in charge shall invariably record the date of receipt of bill in his office.

7.3 The SDE in charge of work shall scrutinize the bills and accord necessary certificate and submit the running bills with the following documents to GM Office.

a. First copy of the bill with first copies of measurement sheets of MB and A/T reports (Payable copy)

b. Second copy of the bill with second copies of measurement sheets of MB and A/T reports (Not for Payment)

7.4 The bill shall be accompanied by the following document.

7.4.1 Material reconciliation statement

7.4.2 Measurement Book

7.4.3 A/T certificate

7.4.4 The site order book

7.4.5 The hindrance register

7.4.6 Details or recoveries/penalties for delays, damages to Departmental/ Third parties as per the provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

7.4.7 Details of empty drums cost of which needs to be recovered from the bill.

7.4.8 Letters of grant of EOT (s) if work could not be completed within stipulated time

7.4.9 2 sets of documentation.(3 copies)

7.4.10 Test certificate of bricks.

7.4.11 Depth relaxation certificate in original along with information on protection measures taken in case of low depth.

7.5 Bills submitted by the contractor shall also accompany the 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

Read and understood & complied

27

Signature of Bidder

contributions (both Employers & Employees )for the duration of agreement in question, paid to the EPF authorities 5. Copies of authenticated documents of payments of such contribution to EPF authorities.

**8. Penalty for delayed submission of bills**

- 8.1** "The bills (Running /Final) complete in all respects submitted by the contractor beyond the prescribed period mentioned in the previous clauses are liable for penalty at the rate of 0.25%- of the amount of the bill for every one week of delay subject to maximum of 5% of the amount of the concerned bill"
- 8.2** "The bills (Running / Final) complete in all respects submitted by the contractor after 6 months of completion of AT, 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 document by the heads of SSA only, after detailed investigation and on appeal by the contractor.
- 8.3** Running bills will be paid to the extent of 90% of value of work done after deducting 10% towards Performance Security. The statutory tax will be recovered from the bill.
- 8.4** The performance security shall be payable to the company as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 8.5** The performance security deposit shall be refunded after expiry of warranty period of last work executed, provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms & conditions of the contract as stipulated in the bid document.
- 8.6** No interest will be paid to the contractor on the security deposit.

**9. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

**9.1 Obtaining License before commencement of work:**

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

**9.2 Contractors Labour Regulations:**

**9.3 Working Hours**

**9.4** Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

**9.5.** When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

**9.6** Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

**9.7** Where the minimum wages prescribed by the Govt. under the minimum wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

**10. Display of Notice Regarding Wages Etc.**

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

**11 Payment of Wages:**

11.1 The contractor shall fix wage periods in respect of which wages shall be payable.

11.2 No wage period shall exceed one month.

11.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day & in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

11.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

11.5 All payment of wages shall be made on a working day at the work premises & during the working time & on a date notified in advance & in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

11.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

11.7 All wages shall be paid in current coin or currency or in both.

11.8 Wages shall be paid without any deduction of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

11.9 A notice showing the wages period & the place & time of disbursement of wages shall be displayed at the place of work & a copy sent by the contractor to the Engineer-in charge under acknowledgement.

11.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-charge who will be required to be present at the place & time of the disbursement of wages by the contractor to workmen.

11.11 The contractor shall obtain from the site Engineer-in-charge or any other authorized representative of the engineer in-charge as the case may be, a certificate under his signature at the end of the entries in the " Register of Wages " or the " Wage-cum-Muster Roll", as the case may be, in the following form:-

11.12 " Certified that amount shown in the column No..... has been paid to the workmen concerned in my presence on..... at....."

**11.13 Fines and deductions, which may be made from wages**

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

a) Fines

b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required

to account where such damage or loss is directly attributable to his neglect or default.

- d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- e) Any other deduction, which the Central Government may from time to time, allowed.

11.15 No fines should be imposed on any worker in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

11.16 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

11.17 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

**11.18 Labour records**

11.19 The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.

11.20 The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971.

11.21 The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL(R&A)1971.

11.22 Register of accidents - The contractor shall maintain a register of accidents in such Form as may be convenient at the work place but the same shall include the following particulars:

- a) Full Particulars of the labourers who met with accident.
- b) Rate of wages.
- c) Sex
- d) Age
- e) Nature of accident and cause of accident.
- f) Time and date of accident
- g) Date and time when admitted to hospital
- h) Date of discharge from the hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

- 11.23 The contractor shall maintain a **Register of Fines** in the Form XII of CL (R&A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 11.24 The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL(R&A) Rules 1971.
- 11.25 The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971.
- 11.26 The contractor shall maintain a **Register of overtime** in Form XXIII of the CL (R&A) Rules 1971.
- 11.27 Attendance card-cum wage slip.
- 11.28 The contractor shall issue an Attendance card cum wage slip to each workmen employed by him.
- 11.29 The card shall be valid for each wage period.
- 11.30 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work. The card shall remain in possession of the worker during the wage period under reference.
- 11.31 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 11.32 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

## **12 Employment card**

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

## **13 Service certificate**

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

## **14 Preservation of labour records**

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

## **15. Power of labour officer to make investigations or enquiry**

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

## **16 Report of Investigating officer and action thereon**

- 16.1 The Labour Officer or other persons authorized as foresaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

**17 Inspection of Books and Slips**

17.1 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 Govt. on his behalf including any authority representing BSNL Davangere.

**18 Submission of Returns**

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

**19 Amendments**

19.1 The Central Govt. 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.

**20 INSURANCE :**

20.1 Without limiting any of his other obligations or liabilities the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensation insurance to safeguard the interests of the worker and his family as required by law and under take to indemnify and keep indemnified the company from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard to the same or that the company 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 company of the policies of insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related there to which the company may require.

**21 COMPLIANCE WITH LAWS AND REGULATION:**

21.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Govt., Governmental agency or company, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay all taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be performed here under 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 company harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses what so ever 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, Rule, Regulations, Laws and Order and provisions as aforesaid.

**22 Provisions of EPF and Misc. Act 1952 & EPF Fund Scheme 1952**

22.1 The Contractor shall abide by the provisions of EPF & Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of labourers/employees engaged by



Him/her for performing the works of BSNL and will have to produce the required documents in this regard as and when demanded by the competent authority of BSNL.

The monthly challans of remittance of EPF & ESI may be produced for inspection on monthly basis .

### **23 RESPONSIBILITY OF TOOLS AND OTHER AMENITIES TO LABOURERS :**

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

23.2 The Contractors shall take all precautionary measures to avoid any damages to the existing installation in the places where the trenches are to be made. The contractors shall be responsible for any loss or damages caused to the existing telecom cables, water pipe lines, sewerage systems and power cables etc., belonging to BSNL, local bodies, any other Govt. / semi Govt. / Private parties. The contractors shall have to make good the damage at his own cost. The contractor shall be responsible for any legal liabilities arising out of the damages caused to any property, material or personnel. If the contractors fails to do so, the GMTD may arrange the repairs / replacement and the cost of such repairs/ replacement shall be recovered from the contractor's bill / Security Deposit and the decision of the GMTD shall be final and binding on the contractor.

### **24 LINES AND CABLES UNDERGROUND SAFETY PRECAUTIONS**

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

### **25 General :**

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

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

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

- iv) **Danger of cave-in** : When working in a deep trench in loose soil timbering up the sides will prevent soil subsidence. The excavated material should be kept far enough from the edge of the trench or Pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunneled opening it
- v) should be ensured that the soil is compact enough to prevent cave-in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of building or ruined walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.
- vi) **Protection of excavation** : Excavation in populated areas which are not likely to be filled up on the same day should be protected by barriers or some effective means of preventing accidents and the location of all such opening must in any event be indicated by red warning flags or other suitable warning signs. During the hours from dusk to dawn, an adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risks and responsibility is involved. Notwithstanding adoption of the above mentioned precaution works involving excavations should be so arranged as to keep the extent of opened ground and the time it is open to a minimum.
- vii) **Excavating close to electric cables** : The SDE/JTOs/OIC, Contractor's Supervisors, and workers should be instructed in advance regarding the safety precautions to be followed in such cases. The officers In-charge should get full information from electricity undertaking regarding any electric cables which are known or suspected to exist near the proposed excavations and until this is done excavations should not proceed in the sections concerned. The electricity undertaking should be asked to send a representative and the work should be proceeded with close consultation with him.
- viii) **Hand tools** : Hand tools with dry wooden handles only shall be used until the electric cables have been completely exposed. Power cables not laid in conduits are usually not protected on the sides. It is safer, therefore always to drive the point of the pickaxe downwards than uncovering a cable so that there is less chance of missing such warning slabs. Handles of tools, clothing etc., should be dry to prevent electric shock. The worker should be permitted to work alone where there are electric cables involved. At least one other person should be working nearby so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section, it will be good. No electric cables should be moved or altered without the consent of the electricity authority and they should be contacted to do the needful. If an electric cable is damaged slightly, it should be reported to the electricity authority and any warning bricks disturbed during excavation, should be replaced while back-filling the pit. Before driving a spike in the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables is not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous unless power shut down is arranged and known to be switched off. All power voltages are generally dangerous, even low voltage proving fatal in several cases.

- ix) **"Reporting accidental damage** : Accidental damage to any property whether private / departmental should be reported immediately to the owner of such services / property as well as to the Officer I/C of works.
- x) **Caution boards** : With the start of digging, caution boards should be provided at either end of the trench to caution the traffic. If the pit remains open during the night, red lamp or luminous caution boards on either side should be provided

## **26 INDEMNITIES:**

- 26.1 The contractor shall at all times hold the company harmless & indemnify against all action, suits, proceedings, works, cost, damages, charges claims & demands of every nature & descriptions, brought or procured against the company, its officers & employees & forthwith upon demand & without protest or demur to pay to the company any & all losses & damages & cost (inclusive between attorney & client) & all costs incurred in endorsing this or any other indemnity or security which the company may now or at any time have relative to the work or the contractor's obligation or in protection or endorsing its right in any suit on other legal proceeding, charges & expenses & 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 the contractor shall reimburse the company or pay to the company forthwith on demand without protect or demur all cost, charges & expenses & losses & damages otherwise incurred by it in consequences of any claim, damages & actions which may be brought against the company arising out of or incidental to or in connection with the operation covered by the contractor.
- 26.2 The contractor shall at his own cost at the company'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 company.
- 26.3 The Contractor shall execute an Indemnity bond in the enclosed proforma [Annexure-

## **27 FORCE MAJEURE:**

- 27.1 If at 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 (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have such claim for damages against the other in respect of such non-performance & work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, & the decision of the company as to whether the work have been so resumed or not shall be final & 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 its option terminate the contract.
- 27.2 Provided also that if the contract is terminated under this clause, the company shall be at liberty to take over from the contractor at a price to be fixed by the company, which shall be final, all unused, undamaged & acceptable materials, bought out components & stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the company may deem fit expecting such materials bought out components & stores as the contracts may with the concurrence of the company elect to retain.

**28. ARBITRATION:**

28.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Chief General Manager, Karnataka Telecom Circle 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 Telecom Circle or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Chief General Manager, Karnataka Telecom 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 & Conciliation Act, 1996. There will be no objection to any such appointment that arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final & binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manger or the said officer shall appoint other person to act as arbitrator in accordance with the terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

28.2 The arbitrator may from time to time with the consent of parties enlarge the time for making & publishing the award, Subject to aforesaid Indian Arbitration & Conciliation Act 1996 & rules made there under, any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

28.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Karnataka Telecom Circle or such other places as the arbitrator may decide.  
**The award of the sole Arbitrator shall be final & binding on all parties to the dispute.**

**29 SET OFF:**

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

**30. Issuance of Notice for Termination of Contract**

30.1 The Asst.General Manager[OP]/Divisional Engineer in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms & conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take the corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the AGM[OP]/Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract recommending forfeiture of EMD & SD including Termination of contract/Black listing and any other action deemed fit.

### **31.0 RIGHTS OF THE COMPANY**

#### **31.1 The GMTD Davangere reserve the right :**

- i) To accept or reject any tender or all tenders and recall the tender without assigning any reason and not to accept the lowest bid.
- ii) To split up the work and award the work item wise to different tenderers.
- iii) To award the contract to any one or more than one as per requirement.
- iv) To get any work, partially or completely, execute departmentally, to meet any exigency.
- v) To terminate the contract at any time giving "14 days" (Fourteen days) notice, without assigning any reason(s).
- vi) To terminate the contract in the case of poor quality of work or negligence on the part of the contractor or his personnel.
- vii) To impose penalties and order recovery of the same, to cover the losses caused viz., the value of the work rejected or the cost of replacement or cost of damages sustained to the department / Govt. / Semi Govt. / Local / Private bodies individuals or other parties due to unsatisfactory execution of work, negligence or lack of proper supervision etc. The amount of the penalty shall be fixed depending on the gravity of the case, from any amount due or that may become due to the contractor including the security deposit or bill or other wise.
- Viii) in the case of exigencies the contractor shall undertake cable laying work at any part of the Davangere Telecom District area at the approved rate of that area as per the order of the tender accepting authority. In case of refusal it shall be treated as breach of contract

#### **32 Forfeiture of EMD / SD :**

- i) If the successful tenderer fails to remit the security deposit within the stipulated period , the EMD shall stand forfeited.
- ii) If the contractor fails to commence the work allotted within the stipulated period, the EMD & SD shall stand forfeited.
- iii) If the contract is abandoned by the contractor, the EMD & SD shall stand forfeited.
- iv) If the contract is terminated by the Company due to poor quality of work or negligence / misbehaviour / bad act of the contractor / his personnel, the SD shall stand forfeited.

**33 BLACK LISTING OF CONTRACTOR:**

- 33.1 The Contractor shall black listed for a specific period under any of the following circumstances:
- a) If the contractor fails to execute the contract or executes it unsatisfactorily or is proved to be responsible for constructional defects.
  - b) If the two contractors awarded to the contractor, any where in the department, have been rescinded.
  - c) If the contractor is no longer in possession of adequate equipments, technical personnel or financial resources.
  - d) If the contractor is litigious by nature or has violated any important condition of contract.
  - e) If the contractor is found to have given false information at the time of submitting the bid or is declared bankrupt/insolvent winding up, dissolved or partitioned.
  - f) If the contractor persistently violates the Labour regulations and other contract Laws, Provisions of EPF and Miscellaneous Act
  - g) If the contractor has been found involved in unethical business practices.
  - h) If the contractor has been found adopting wrongful means to influence the departmental authorities.
- 33.2 The blacklisted contract shall neither be allowed to participate in the tenders any where in the BS NL for a minimum period of 2 years and maximum period of 5 years from the date of issue of orders

**34. DECLARATION BY THE BIDDER:**

I/We read the Bid Document carefully and undertake to abide by all terms and conditions enunciated therein.

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**SECTION VII**  
**AGREEMENT[specimen]**

(To be executed on Rs:100/- stamp paper by the bidder ).

The successful tenderer shall have to execute the following agreement:

This agreement made on this \_\_\_\_\_ day of (month) \_\_\_\_\_ (Year) \_\_\_\_\_ between  
M/s/ Sri

.....  
.....  
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) on the one part & the CMD BSNL herein after referred to as the company, on other part.

Where as the contractor has offered to enter into contract with the said company for the execution of work of trenching & laying underground telephone cables , cable jointing, pillar construction, mini pillar works, DP fitting, and other associated works in Chitradurga Telecom District on the terms and conditions herein contained and the rates approved by the company (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the security deposit.

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

- 1) The contractor shall, during the period of this contract that is to say from  
..... to .....  
or 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 jointing, pillar construction, DP fitting and other associated works as described in tender documents (annexed to the agreement ), when the company. or General Manager BSNL, Chitradurga Telecom Dist or any other persons authorized by General Manager BSNL, Chitradurga TD, Davangere in that behalf require. It is understood by the contractor that the quantity of work estimated is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice inviting tender), Bid document (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression " The Agreement" or " The Contract " wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with men's & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

Read and understood & complied

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Signature of Bidder

- 4) The contractor hereby declares that nobody connected with or in the employment of the company is not /shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms & conditions, rules, guidelines, construction practices safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the company having bearing on execution of work and payments of work to be done under the contract.
- 6) All the terms and conditions mentioned in the tender document shall form the part of this agreement.

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

**The tender is valid for One year from..... to .....**

Above written:

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

Witness:

1.

2.

Signed & Delivered on behalf  
of the CMD BSNL by the

Witness:

1.

2.





**SECTION- IX**

**FORM OF UNDERTAKING[Specimen]**

I / We

agree to the following:

- a) I / We am / are responsible for back filling and making the road in the normal condition.
- b) I / We am/are responsible for transportation of cable drums and stores from store depot to work spot safely.
- c) I / We shall make provision of security of stores at sites at our cost.
- d) I / We agree to indemnify the BSNL against any loss, damage or risk caused during the work for which, necessary precautions will be taken by Me/ Us.
- e) I / We am / are responsible for watching the open trench during day and night time, providing suitable barricade by the side of trenches, If necessary provision danger lights , signals etc.,
- f) I/ We am/ are responsible for diversion of traffic if required .
- g) I/ We will be responsible for any claim arising out of accidents or due to my failure of the above precautions.
- h) I/ We will carry out the works carefully according to the instruction of the officer in charge of the work and agree to make good the loss/damage to the departmental property or to the properties of the other parties as assessed by the GMT, Davangere.
- i) All cables and other materials like RCC/GI Pipes etc., will be supplied to me/us by the BSNL at depot/stores. I/We under stand that, I/We are responsible for the safe custody of the material department. I agree to take the stores from the depot/stores of the depot to the work site, procure necessary tools, accessories and labour by my own arrangement at my cost.
- j) I / We agree to abide by the labour regulations and force and I am responsible for the prompt payment of the wages to them.

I/we agreed to abide by the provisions of EPF & Misc. Provisions act 1952 & Employees Provident Fund Scheme 1952 in respect of labourers/employees engaged for performing the works of BSNL .

I /We responsible to pay any compensation as per workman compensation act, 923 for injuries / Disabilities/ death caused to in the process of execution of the work.

Read and understood & complied

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Signature of Bidder

I/we responsible to take out Workmen's Compensation Insurance as required by Law and under take to indemnify and keep indemnified the Company from and against all manner of claims and demands and losses and damages and cost(including between attorney and client) charges and expenses that may arise in this regard to the same or that the company may suffer or incur with respect and/or incidental to the same. The Policies of Insurance taken with all premium receipts and other papers related there will be submitted as and when called for by the Company.

k) I / We have made myself / ourselves familiar with the areas where work is to be carries out before submitting this tender and entering into this contract.

l) I/ We agree to carryout the work under the supervision of officer incharge and according to the directions of the Officer incharge whose decision is final and binding on Me / Us.

m) I/We accept the approved rates once accepted by me /us shall be valid for one year with rights of BSNL to extend for the further period of six months or till the new tender is made on the same terms and conditions and rates.

n) I / We shall execute the agreement in prescribed format with the BSNL in the event of work awarded to me /us within specified time.

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

Signature

Name

Capacity in which signed

Signature of tenderer with seal  
Name and address of firm

Seal of the firm should be affixed

**MATERIAL SECURITY BOND FORM(specimen)**

Whereas Sri/M/S .....(hereafter called " the contractor") has been awarded the contract of cable work, as per tender number NO: PLG / 58/ TENDER U/G CABLE 5 PR DP/2009-10 dated @ DVG,the, 26.09.2009. KNOW ALL MEN by these Presents that WE..... Of .....having our registered office at .....(herein after called " the contractor ") are bound unto.....(hereafter called " the BSNL) in the sum of ..... For which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

**THE CONDITIONS** of the obligations are:

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

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

This guarantee will remain in force up to 18 months i.e including One hundred and 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

Signature of the witness

Name of Witness

Address of witness

Read and understood & complied

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Signature of Bidder

**SECTION X**  
**SCHEDULE OF RATES**

<b>STANDARD SCHEDULE OF RATES FOR U/G CABLE CONSTRUCTION WORKS</b> <b>PART-A( RATES TO BE QUOTED IN FINANCIAL BID)</b>			
The materials will be made available at the concerned SDCA H.Q.			
Sl. No.	Item Code	Description of item	Scheduled rate (in Rs.)
IA		Excavating trenches of size 0.9 meter depth , 0.45 meter width at top and 0.3 meter width at bottom with reinstatement in all types of soils including ordinary rock, Asphalt, concrete road, hard rock (requiring blasting), hard rock(blasting prohibited) including existing cable route.	Unit per Meter (To be quoted by the Bidder)

<b>STANDARD SCHEDULE OF RATES FOR U/G CABLE CONSTRUCTION WORKS</b> <b>PART-B (THE RATES REMAIN FIXED)</b>			
1.1		Road crossing through horizontal boring method and Inserting 100/150/300 dia G.I Pipes,	Per Meter
		Up to 100 mm dia	400.00
		101 mm to 150 mm dia	500.00
		151 mm to 300 mm dia	800.00
		Above 300 mm dia	1050.00
The BSNL will supply only GI pipes in lengths of approximately 6 Meters			
1.2	1GIP	Laying and fixing of GI pies on Bridges and Culverts	Per Meter
	1GIP1	Upto 40mm dia	8.00
	1GIP2	Above 40 mm and upto 80mm dia	8.29
	1GIP3	Above 80mm dia	19.3
The BSNL lwill supply only GI pipes in length of approcimately 6 Meters			
1.3	1RCC	Laying , fixing and sealing of full round RCC pipes on Road crossings	Per Meter
	1RCC1	Upto 150 mm dia	8.00
	1RCC2	Above 150mm and Upto 225 mm dia	10.00
	1RCC3	Above 225 mm dia	12.00
The BSNL will supply only full round RCC pipes in lengths of two meters with collars. The clamps , sealing cement and other accessories required for sealing and coupling the Pipes and PP Ropes will be supplied by the contractor.			

<b>1.4</b>	<b>IPCC</b>	Providing RCC protection at Site reinforced by Weld Mesh	1912.65
			Per square meter
	<b>IWLD</b>	Weld Mesh 50 MM x 100 mm , 12 SWG,	30.00
All materials including water for curing required for the work shall be arranged by the contractor			
<b>2</b>	<b>2PLT</b>	<b>Pulling and laying of cables in Trenches and pipes</b>	<b>Per Meter</b>
	2PLT1	Upto 50 Pairs	2.30
	2PLT2	100/200 Paris	3.11
	2PLT3	400 Pairs	6.00
	2PLT4	800 pairs	8.00
	2PLT5	1200 Pairs and above	10.00
The BSNL will supply only U.G. Cables			
<b>2.0.1</b>	<b>2RLT</b>	<b>Recovery of old directly buried cables / Pipes</b>	<b>Per Meter</b>
	2 RLT1	Upto 50 Pairs	2.02
	2 RLT2	100/ 200 Pairs	2.56
	2 RLT3	400 Pairs	10.44
	2 RLT4	800 pairs	13.89
	2 RLT5	1200 Pairs and above	14.17
<b>2.1</b>	<b>2 PLD</b>	<b>Pulling cables in Ducts</b>	<b>Per Meter</b>
	2 PLD1	Upto 400 Pairs	16.42
	2 PLD2	800 pairs	18.07
	2 PLD3	1200 Pairs and above	18.62
The BSNL will supply only U.G. Cables			
<b>2.1.1</b>	<b>2 BLD</b>	<b>Back Pulling of cables in Ducts</b>	<b>Per Meter</b>
	2 BLD1	400 Pairs	13.94
	2 BLD2	800 pairs	14.85
	2BLD3	1200 Pairs and above	15.13
<b>3</b>	<b>3WPL1</b>	<b>Providing Warning / Protection Layer</b>	<b>Per Meter</b>
	3WPL1	Placing Half round RCC Pipes / Stone slabs / Pre cast RCC slabs	2.00
	3WPL1	Providing and laying Longitudinal Brick Layer	8.00
	3WBL2	Providing and laying Transverse Brick Layer	12.00
The BSNL will supply only HR RCC Pipes / Stone Slabs / Pre cast RCC slabs, Bricks shall be supplied by the contractor			
<b>4</b>	<b>4COPP</b>	<b>Construction of Plinth for Pillar</b>	<b>Per Unit</b>
	4COPP1	For pillars upto 1000 pairs	2300.00
	4COPP2	For pillars above 1000 pairs	2500.00
	4ERP	Erection, Painting and Sign writing of Pillars	
	4ERP1	For pillars upto 1000 pairs	500.00
	4ERP2	For pillars above 1000 pairs	600.00
The BSNL will supply only Pillar Shells , Other materials Including G.I. plates, copper wire, Enamel paint, RCC material and water for curing shall be arranged by the contractor			

<b>5</b>	<b>5DP</b>	<b>Erection, Termination, Painting and Sign writing of DPs.</b>	<b>Per Unit</b>
	5DPE	External DPs	
	5DPE1	10 Pairs	150.00
	5DPE2	20 Pairs	180.00
	5DPN	Internal DPs	
	5DPN1	5/10 Pairs	120.00
	5DPN2	20/50 Pairs	150.00
The BSNL will supply only post material G.I Pipes, D.P boxes with modules , Fixture and accessories for external DPs. For internal DPs, the BSNL will supply only G.I pipes and D.P boxes with modules. The contractor will supply clamps and accessories for internal DPs. For termination of cables in D.Ps the contractor will arrange the terminating and fixing tools. The contractor will supply the Enamel paint for sign writing of D.Ps.			
<b>6</b>	<b>6TRM</b>	<b>Termination of Cables on MDF and Pillars</b>	<b>Per 100 Pairs</b>
	6TRMM	Termination of Cables on MDF	212.50
	6TRMP	Termination of Cables on Pillars	212.50
The BSNL will supply only CT Boxes for pillars and Tag Blocks for MDF. The contractor shall arrange standard tool and equipments and consumables required for carrying out the work.			
<b>7</b>	<b>7/C</b>	<b>Jointing of cables (Straight and Branch Joints) and end to end Testing</b>	<b>Per Joint</b>
	7/C 1	Upto 50 pairs	185.00
	7/C 2	100 Pairs	200.00
	7/C 3	200 pairs	300.00
	7/C 4	400 Pairs	400.00
	7/C 5	Above 400 pairs additional rates payable per 100 pairs in excess of 400 pairs	400+Rs.1/pair
The BSNL will supply only jointing kits and modular connectors. The contractor shall arrange required tools and other misc materials. Viz pvc sleeves, consumables etc			
<b>7.1</b>	<b>7JAT</b>	<b>Teeing work, testing and removal of Tee</b>	<b>Per pair</b>
	7JAT1	Teeing	3.6
	7JAT2	Release of Tee	3.6
The BSNL will supply only jointing kits and modular connectors. The contractor shall arrange required tools and other misc materials. Viz pvc sleeves, consumables etc			
	<b>8RJF</b>	<b>Fixing and Painting of route/ joint indicators</b>	<b>Per indicator</b>
The route / joint Indicators shall be supplied by the BSNL			70.00
			<b>Per set of 8 copies of doc</b>
	4DOC	Documentation * ( 4 Copies of bound documents = 1 Set)	300.00
* The documentation shall be done as per specifications and scope defined.			
<b>NOTE :-</b>	<b>1. Protective methods with use of warning devices like Bricks, Tiles, RCC half pipes, cable troughs may be adopted for U/G cable of 200 prs, and above only</b>		

**SECTION XI**  
**FINANCIAL BID**

To:

The Asst General Manager(OP),  
Chitradurga Telecom Dist, O/o G.M.Telecom,  
P B Road, Devaraj Urs Layout, Davangere-577 006.

Sub: Our Financial bid for U/G cable construction works in Chitradurga  
Telecom District.

Ref: Your NIT **NO: PLG / 58/ TENDER U/G CABLE & 5 PR DP/2009-10**  
**dated @ DVG, the, 26.09.2009.**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of works etc, we the under signed offer to execute U/G cable construction works in conformity with the said specifications and conditions of contract on the standard schedule rates quoted Exclusive of Service Tax as under:

NOTE: The rates should be quoted for part -A only and the rates under Part-B in the schedule of rates remains same

Description of item	Unit rate	Rate Quoted (In Rupees) Per meter In figures and words	Description of item	Rate Quoted (In Rupees) Per 1000 bricks In figures and words
Excavating trenches of size 0.9 meter depth , 0.45 meter width at top and 0.3 meter width at bottom with reinstatement in all types of soils including ordinary rock, Asphalt, concrete road, hard rock (requiring blasting), hard rock(blasting prohibited) including existing cable route.	Unit per Meter	Rs. .... Rupees .....	Charges for supply of burnt bricks and placing them in the trenches as per standard including transportation. Loading and Un laoding etc per 1000 bricks	Rs. .... Rupees .....

NOTE:-

1. If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.
2. We agree to abide by this Bid for a period of 365 days from the date of opening of agreement and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. Tender will be evaluated taking the rates quoted for trenching & reinstatement only. The rates quoted for the bricks & placing them in the trench will not be considered for evaluating the tender. Bricks are to be laid only for the cable size 200pr & above.

( Signature with stamp )

Read and understood & complied

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Signature of Bidder



**Tender for U/G Cable Construction works  
(including 5 Pair) in Chitradurga Telecom District**

Read and understood & complied

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Signature of Bidder