



**BID DOCUMENT
(COMMERCIAL)**

Tender for OF Cable Maintenance Works

Issued to

TENDER NO. DE OFC/BPT/NIT/2010-11/1

Dated 28.10.2010

O/O DIVISIONAL ENGINEER OFC MAINTENANCE (ETR)

BHAWANIPATNA

Signature of Tenderer

Bharat Sanchar Nigam Limited
O/o D.E.OFC MTCE ETR, Bhawanipatna

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Signature of Tenderer



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

OFFICE OF THE DIVISIONAL ENGINEER OFC MTCE, ETR, BHAWANIPATNA

Section - I
NOTICE INVITING TENDER

No.DE OFC/BPT/NIT/2010-11/1

Dated at Bhawanipatna the 28.10.2010

Properly sealed tenders (Packing PVC tape/Sealing WAX) are invited for and on behalf of CMD, BSNL by the DE. OFC Mtce, ETR Bhawanipatna from the eligible BSNL enlisted contractors for the following works.

Maintenance of Optical Fibre Route

1. **Name of Work** : Restoration of breakdown of cable route and cable construction work including trenching, laying, jointing of HDPE /PLB/GI/RCC pipe, pulling of OF cable and other associated works.
2. **Area of contract and eligible contractors.**

<u>Sl.No.</u>	<u>Area of contract</u>	<u>Eligibility class of contractors</u>	<u>Cost of BID document (Non-refundable)</u>	<u>Bid security</u>
01	OFC Maintenance Divisions Koraput and Bhawanipatna.	Contractors having working experience in OF cable mtce/construction works in BSNL and might have executed work of above nature of minimum value of seven to eight lakh per year.	Rs.563.00	Rs.80,000.00

3. **Period of contract** :- One year from the date of agreement.
4. **Estimated cost of work** :- Rs.32,00,000/- (Rupees Thirty two lakh only)
5. **Mode of payment** :- Tender document can be purchased by paying cost of Bid document in form of D/D drawn in favour of Sr.Accounts Officer, BSNL, O/o the DGM, (Mtce), ETR, Bhubaneswar payable at Bhubaneswar. Bid security is to be paid in the form of crossed D/D issued by a scheduled bank, drawn in favour of Sr, Accounts Officer, BSNL, , O/o the DGM, (Mtce), ETR, Bhubaneswar payable at Bhubaneswar.
6. **Tender document containing detailed description of work and terms and conditions can be had from** ——— **D.E. OFC (Mtce), ETR, Bhawanipatna**
7. **Sale of Tender documents (On all working days)** : Between 11.00 Hrs to 14.00 Hrs
From 30.10.2010 to 23.11.2010
8. **Time and last date of submission of BID** : Up to 15.00 Hrs on 23.11.2010
9. **Time of BID opening** : At 16.00 Hrs on 23.11.2010

The tender, which is not accompanied by the requisite Bid security, shall be summarily rejected. Tender will not be accepted or received after expiry of fixed date and time. DET OFC Mtce, ETR, Bhawanipatna reserves the right to reject any or all tenders without assigning any reason what so ever.

DET OFC Mtce, ETR, Bhawanipatna

NB: The tender form can also be downloaded from the web site and can be submitted in the prescribed form by enclosing a separate demand draft of Rs.563/- in favour of Sr.AO, BSNL, O/o the D GM (Mtce) ETR, Bhubaneswar

Signature of Tenderer

Section - II
BID FORM

No. DE OFC/BPT/NIT/2010-11/1

Dated at Bhawanipatna the 28.10.2010

To

The Divisional Engineer OFC (Mtce),
ETR, Bhawanipatna

Dear Sir,

Having examined the conditions of contract and specifications including addenda No..... the receipt of which is hereby duly acknowledged, we undersigned offer to execute the work “Restoration of breakdown of cable route and cable construction work including trenching, laying, jointing of HDPE/PLB/GI/RCC pipe, pulling of OF cable and other associated works” in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format agreement is prepared and executed, this Bid together with your retain acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated thisday of.....,2010

Signature of authorized signatory

In capacity of

Duly authorized to sign the Bid for and on behalf of

Witness

Signature

Address

Signature of Tenderer

**SECTION – III
TENDERER’S PROFILE
GENERAL**

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

1. Name of the tenderer / Firm
2. Name of the person submitting the tender whose photograph is affixed
Shri / Smt
- (In case of Proprietary / Partnership firms, the tender has to be signed by
Proprietor / Partner only, as the case may be).
3. Address of the firm
.....
.....
4. Telegraphic Address
5. Tel. No. (With STD code) (O)..... (Fax).....(R).....
6. Registration & incorporation particulars of the firm
 - i. Proprietorship
 - ii. Partnership
 - iii. Private Limited
 - iv. Public Limited

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

7. Name of Proprietor / Partners / Directors
8. Tenderer’s Enlistment Certificate details.
 - a. Category
 - b. Number
 - c. Issuing Telecom Circle
 - d. Issued on
 - e. Valid up to

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

9. Tenderer’s bank, its address and his current account number
10. Permanent Income Tax number, Income Tax Circle

(Please attach a copy of last income tax return)

11. **Infrastructural capabilities:**
 - a. Capacity of trenching per day (in meters)
 - b. Capacity of pipe laying per day (in meters)
 - c. Capacity of pulling cable through pipe per day (in meters)
 - d. Capacity of engaging mazdoors per day
 - e. Particulars of vehicles available with tenderer :

Type of Vehicle(s)

Registration number

- f. Particulars of other machines possessed by the contractor which can help in trenching, cable laying and cable pulling:

12. Details of Technical and supervisory staff:

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

Place :

Date:

Signature of tenderer/Authorized signatory

Name of the tenderer

Signature of Tenderer

SECTION - IV
Instructions to Bidders

A. INSTRUCTION:**1. DEFINITIONS**

- a. **BSNL** : **BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprises)**
- b. **Department** : **The department means the department of telecommunications which invites the tenders on behalf of the CMD, BSNL**
- c. **D.E OFC, Mtce, Bhawanipatna** means the Head of Bhawanipatna OFC Mtce Division.
- d. **The jurisdiction of DE OFC Koraput/ Bhawanipatna** : **Means all the cable routes coming under the respective division.**
- e. **Representative of concerned division** : **SDE/JTO deputed by the DE s of Bhawanipatna/ Koraput for supervising the work or testing etc.**
- f. **Contract** : The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD, BSNL and the contractor.
- g. **Contractor**: The contractor shall mean the individual firm of company, enlisted with BSNL in accordance with procedure for enlistment of contractor, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company.
- h. **Work**: The expression “works” shall mean the works by virtue of the contract to be executed whether temporary or permanent and whether original altered, substituted or additional.
- i. **Schedule(s)**: Schedule (s) referred to in these conditions shall mean the relevant schedule or the standard schedule of rates mentioned in the document.
- j. **Site**: The site shall mean the land or other places on, into or through which works is to be executed under the contract or any adjacent land, path or street which may be allotted or used for purpose of carrying out the contract.
- k. **Normal time / Stipulated time** : Normal time / Stipulated time means time specified in the work order in terms of writing /verbal/SMS message to complete the work.
- l. **Extension of time**: Extension of time means the time granted by the department to complete the work beyond the normal time or stipulated time.
- m. **Date of commencement of work**: It means the date of actual commencement of work.
- n. **Duration of completion of work**: It means the period granted by the competent authority to complete the job.
- o. **Expected Risk**: Expected Risks are risks due to work. Invasion, hostilities rebellion, revolution, earth quake, lightening and unprecedented floods and other causes over which the contractor has no control.
2. **Eligibility of Bidders** : The invitation of Bids is open to all BSNL enlisted contractors as per their eligibility mentioned in NIT of this tender document.

B. SPECIFICATION OF WORK :

3. This tender is for mainly restoration of cable breakdown and timely preventive maintenance of cable routes as decided by the competent authority of OFC maintenance divisions Koraput & Bhawanipatna under DGM, Mtce, ETR, Bhubaneswar. The nature of job is purely occasional and requirement basis.

General: (a) The work involves restoration cable breakdown in the cable routes of OFC divisions Koraput and Bhawanipatna under DGM Mtce, ETR, Bhubaneswar. The contractor will be intimated over phone or through SMS on mobile to send the party to attend the interruption. For restoration cable and pipe will be supplied by the department. Transportation of the materials to the fault spot will be the responsibility of the contractor. The jointing

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Will be made by the officers / officials concerned division. The nature of works for restoration may be temporary or permanent which may be decided by representative of BSNL on the spot it self and the work profile will be in consonance with the practice as mentioned Sl.No. 2 to 20 which ever deems fit to that situations and time and will be solely decided by the representative on the spot.

(b). The work also involves preventive maintenance of route like excavation, Trenching, laying of all types of protective pipes as mentioned in the schedule of the tender, joining them and re instatement of the excavated trench. Optical Fibre cable shall be drawn through these pipes at a later date. The pipe is intended to provide mechanical protection to the delicate Optical Fibre cable. A nylon rope of approximate 4mm dia. shall be laid inside the pipe while jointing the pipes to facilitate pulling of Optical Fibre cable at a later date. The ends of the pipe Zones of 150 mtrs or 200 Mtrs shall be suitable plugged to prevent any other object entering the pipes and obstructing the cable pulling at a later date. The protective pipes, jointing materials, nylon ropes and suitable plugs will all be supplied by the BSNL. The contractor shall be fully responsible for safe custody of the materials supplied to him/his representatives, till work in the entire Zone is completed and the completed work is taken over by the BSNL.

2. LOCATION & ALIGNMENT OF THE TRENCH :

- I. In city area trench will normally follow the foot path of the road except where it may have to come the edge of the carriage way with specific permissions from the authorities responsible for maintenance of this road/roads (such permission will be obtained by the BSNL). In case of road crossing both on National Highways as well as state highways, road crossings will be generally be the mechanical boring as per standard practice, as allowed by highway authorities is to be carried out. Outside the city limits the trench will normally follow the boundary of road side land. However, where the road side land is full of borrow pits of forestation or when the cable has to cross culverts, bridges on streams, the trench may be closer to the road edge or in some cases, over the embankment or shoulder of the road (permission for such deviations for cutting the embankment as well as shoulder of the road will be obtained by the BSNL).
- II. The alignment of the trench will be decided by the responsible BSNL officer not below the rank of Junior Telecom Officer. While marking the alignment only the centre line will be marked and given and the contractor shall set all other work to ensure that the excavated trench is as straight as possible. The contractor shall solely be responsible for the accuracy of such setting out.
- III. The contractor shall clear, prepare and grade the right of way to facilitate the making of the alignment of the trench. Contractor shall remove all bushes, under growth, stumps, rocks and other obstacles to facilitate making the central line. The contractor should ensure that there is minimum amount of bushes and shrubs in the alignment of the trench giving due consideration to the preservation of trees within the right of way. No additional charges will be paid for clearing the alignment.

3. TRENCHING DEPTH & WIDTH

- I. The pipe is to be laid at a depth of 1.65 meter in all types of soils which is broadly classified as mixed soil between top surfaces to the depth of 1.65 meter. Normally a trench about 45 cms. wide at the top and 30 cms wide at the bottom at a depth of 1.65 meters may be appropriate. However, there will not be objection if the width of trenches is adequate to ensure that, the pipes are laid and jointed properly at the specified depth. The payment to the contractor will not be related to the volume of excavated earth.
- II. **The standard depth of 1.65 meter specified in the preceding paragraph is subject to the followings:**

It is likely that, due to uneven ground condition, if 1.65 meter is adopted as the uniform depth throughout the bottom of the trench will also follow the same unevenness as the surrounding terrain. This should not be the case, and bottom of the trench has to be at uniform level. In this process, it is possible that in some location the depth of excavation may be more. However, it is to be ensured that at no location the depth is less than 1.65 meters.

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- III. To maintain the trench at uniform level, if it becomes necessary at certain locations to excavate more than 1.65 meters, no extra payment will be made to the contractor. Boring at some location like road and railways crossing will have to be done as per instruction of the BSNL.
- IV. At some particular location like built up area and road/railway crossing extra protection like RCC pipes/GI pipes will have to be laid at the standard depth of 1.65 meter as per instruction of the BSNL for which no extra payment will be made.

4. FINISHING & LEVELING OF TRENCH

The contractor shall dig the trench to the depth specified. Trenching shall as far as possible be kept ahead of the laying of pipes. Contractor shall exercise due care that the soil from trenching intended to be used for back filing is not mixed with loose debris. The bottom of the trench should be as straight as possible, all curves and gradients if unavoidable should be gradual. Any type of root of stones or rocks should be cut and blunted and trench should be cleared of all pieces of stones, rocks and leveled up properly. A layer of minimum 5cms of soft soil should be used for leveling the trench.

5. DEWATERING :

- I. The contractor shall be responsible for all necessary arrangement to remove or pump out water from trench. The contractor should survey the soil condition encountering the Zone for which he is tendering and make his own assessment about dewatering arrangement that may be necessary. No extra payment shall be admissible for this and the tendered rate may be taken care of this aspect.
- II. The contractor should provide sufficient width of trench and all such places where it is likely to cave in due to soil condition and for this no extra payment will be made.
- III. A minimum free clearance of 15cms should be maintained above or below any existing under ground metallic or non metallic lines or structure crossing the trenching. No extra payment will be made towards this.

6. **NIGHT CAPPING:** At the end of each days work, the open ends of the pipe Zone shall be rightly capped with As security closed cap which will be supplied by BSNL to prevent the entrance of water or any foreign matter, in to the pipe line until the work is resumed.

7. METHOD OF EXCAVATION:

- I. In city limits as well as in build up area, the contractor shall resort to use of manual labor only to ensure that damage is not caused to pipes and structures of various other utility services like Telephone, Power, sewer or water supply etc. Any mechanical excavation may cause damage to such installation.
- II. However, along with highway, away from cities and towns where it is certain after due care and verification that no other cable or pipe line may lie buried in the path of excavation, it will be preferred that the contractor use mechanical means such as trenching machines etc. wherever these can be used without causing damages to trees, otherwise, the excavation be carried out with manual labour.
- III. At road crossing mechanical boring device is to be used to bore a hole of the required diameter and RCC/GI pipe is pushed through that hole, provided of course it is ensured that, no other existing cable or any services or pipe is damaged. In case of railway crossing only mechanical boring device is to be used to bore the hole of required dimension so that 50 mm GI pipe can be pushed through. In both the cases permission for digging trench will not be given in any case within the boundary of railway/road authorities.

8. USE OF VARIOUS TYPES OF PIPES AND METHOD OF LAYING :

Various types of pipes and their application in the protection of Optical Fibre Cable relating to the work of this contract and detailed specifications are given below:

- I. High density polythene pipes 50mm O.D. (6Kg/cm) of nominal length of 5 Mtr or 200 Mtr coil lubricated (PLB) are to be jointed by 50mm I.D.HDPE Sockets.

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II. RCC pipes for City, Built up area etc.

RCC spun pipes of 100mm dia & 2mtr length with collars to be jointed and grounded. RCC pipes will be used normally in all road crossings at a depth of 1.65 mtr when crossed by trenching. Also in city and built up areas RCC/GI pipes are to be laid at a depth of 1.65 mtr as per instruction of the site – in-charge. RCC pipes may also be laid on trenches along dry culverts, small rivulets and shallow streams/nallas that remain dry for about 9 months or more in a year at a depth of 1.65 mtr, the collars of the RSS pipe should be used with cement and sand in ratio 1:2 while jointing them. Cement and sand to be provided by the contractor. RCC pipe will be supplied by the department.

III. GI pipes for culverts and bridges :

50mm dia GI pipes are to be laid mainly for boring, and for crossing bridges and culverts in the following procedures:

- a) The OF cable is to be protected by laying GI pipes over 50mm dia HDPE pipes in culverts and bridges near the parapet wall and over the wheel guards.
- b) If culverts and bridges with earth cushioning of 30cm to 60cm depth are encountered, GI pipe is to be buried in the cushioning with construction of concrete chamber of 20cm X 20cm width to cover the GI pipe.
- c) If culverts and bridges without earth cushioning are encountered the wheel guard (Kerb) may be /may not be broken, the pipe is fixed and the wheel guard is rebuilt enclosing the GI pipes with MS rod of 8mm dia and mortar mixture of proportion 1:2:4. Here only GI pipe will be supplied by the BSNL and the other concrete materials are to be arranged by the contractor.
- d) In case of bridges having steel girders and rails, the cable should be taken in GI pipes connected random and supported to hangers or clamps attached to the girders or railings. However exact method on particular situation would be as per approval obtained from Highway/Municipal authority.

IV. Jointing and laying of HDPE pipes

The 50mm dia HDPE pipes should be jointed with sockets after clearing all dirt or anything that may be clogging for a continuous length of 200 mtrs.

The next pipe is to be laid leaving a gap of 1 mtr which will be used for cable pulling. The 1 mtr gap shall be later on covered up with HDPE pipe after pulling is over. Another length of 200 mtr will follow and the same practice will be continued. RCC route indicators are to be fixed near the gap to identify the location of gap during OF cable pulling.

Pipes may be jointed for as long a length as safe on ground and than lower on the trench properly supported and further jointed in trench if required. The contractor shall exercise all care to ensure that the pipe is not subjected to any strain. HDPE pipes laying and jointing must be done in presence of site-in-charge of the route.

9. BACK FILLING & DRESSING THE TRENCH

- I. Provided that the pipe has been properly laid and jointed in the trench at the specified depth and the nylon rope has been pulled inside, the back filling operation shall follow as closely as practicable. The back filling operation shall be performed in such a manner as to provide firm support under and above the pipe and to avoid bend or deformation of the pipe when the pipe gets loads with the back filled earth.
- II. At location where the back fill materials contained hard clods, rock fragment and other hard materials which may cause injury to the pipe and where rock has been excavated from the trench and it is intended to refill the trench in whole or in part with such excavated rock or material the trench should be initially filled with soft soil in order to prevent injury to the pipe.
- III. Where the trench has been dug through public and private streets, drive ways and roads, the back fill shall be thoroughly tamped. Private roads and railway crossing shall be performed immediately after lowering of the pipes and jointing and the road or railway line made safe to the traffic. The finished back fill be sufficiently leveled. After back filling the original ground condition should be restored.

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10. FIXING OF ROUTE INDICATORS:

RCC Route indicators should be fixed at interval of about 200 meters, or say at each gap in pipe line during laying. These should be liberally used when route changes at curves, bends & crossing etc. the indicators are to be painted with bright yellow enamel paint for identification from road side. Each route indicator will be 1.25 meter long and bottom cross Zone of 150 X 200mm will taper to 75mm X 125mm at the top with necessary reinforcement. Fixing of route indicate must be done in presence of site in charge and his decision in this regard is final.

11. LAYING O.F.CABLES & ASSOCIATED WORKS:

Laying of the Optical Fibre Cable is done by pulling it through the HDPE pipes at a nominal depth of 1.65m from the ground level. HDPE pipes are normally laid almost straight in Zones of 200m with a gap of One meter between two Zones. This gap between the Zones is called pulling pit or pulling point. RCC or stone indicators are installed at such points for recognition. Length Zones may be less depending on bends in the route or other site conditions.

O.F.Cable laying through the HDPE pipes is carried out in following steps:

- (a). Clearing of the HDPE pipes already laid and a Balloons test is done to confirm that no obstruction is faced.
- (b). Pulling of the cable through the HDPE pipes.

12. LAYING O.F.CABLES AND ASSOCIATED WORKS:

- I. The OFC cable will be supplied in the drums of about 2Kms length. It will be issued to the contractor/his authorized representative on his demand and on the basis of progress of the work.
- II. The cable drums will be transported from store to the site by his own conveyance. Loading and unloading to be arranged by the contractor. All necessary precaution is to be taken in this process, so that it is not damaged physically or optically.
- III. Distinguish the points between which this cable drum is to be laid suppose A is the beginning and B is the second end
- IV. A pulling pit to be localized where the cable drums will be placed. Following procedures are to be adopted while locating such a pulling pit.
 - i. Note the length of the cable drum.
 - ii. Measure distance equal to half of the cable drum from the point A towards point B.

Now chose one of the pulling points near to this place for putting the cable drum. Care should also be taken that there is sufficient space for shape of the cable in this place.
- V. After localizing the place for cable drum, it should be put on the cable drum stand. The cable drum should be put on the edge of the pit in the opposite direction in which cable to be laid first. Care should also be taken that drum is rotated only in the direction shown by arrow on the drum and that cable is unrolled from the top portion.
- VI. When pulling is complete in one direction, whole of remaining cable will be uncoiled from the cable drum and kept in the form of shape '8' at a suitable place, normally in the opposite side of the cable drum. Uncoiling should be done very carefully so that no portion of the cable is twisted or bend beyond the specified limit. Sufficient precaution is to be taken to ensure that no damage is caused to the cable. For any damage caused to the cable due to improper handling/pulling, cost of cable will be realized from the contractor. It is advised that the cable pulling is done with close supervision of BSNL staff.

13. CONSTRUCTION OF ROPE - WAY :

In case of wooden bridges encountered in any sub Zone, the OF cable is to be crossed by construction of rope ways. The construction specification is as follows.

- a) For each wooden bridges 2 nos. of pillars are to be constructed one in each end of the bridge at convenient location. Excavation of earth for foundation of base for fixing pillars of steel joist having dimension 5 inch X 10 inch X 3.5 Meter is to be done. The RCC foundation of dimension 1.5m X 1.5m X 1.5m is to be made for each pillar with 8mm MS rod and mortar mixture 1:2:4.
- b) Mild steel rope of dia. 20mm is to be used for hanging GI pipe with HDPE pipe inside.

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- c) Excavation of earth for stay rod fitting with anchor in RCC foundation of dimension 0.8mX0.8mX0.2m is to be constructed.

The materials required for construction ropeway are to be arranged by the contractor except GI and HDPE pipe which will be supplied by the BSNL.

14. SPECIFICATION OF JOINT PIT :

At the location of a joint of OF cable a circular pit of about 120cm diameter shall be made by the contractor having a depth of 165 cms. An RCC ring of dimensions 4cm thickness, 80cm height with inner diameter 80cm shall be placed in the pit. There shall be 2 circular holes at the bottom of the RCC ring big enough to carry the HDPE pipes containing OF cables inside the ring from both side of the route to complete the jointing process inside the ring. The extended portion of the OF cable after jointing will be coiled up inside the ring. For protection of the joint and the coiled OF cable inside the ring shall be filled with sand so as to provide enough cushion to the cable and a RCC plate of the size of the I/D of the ring shall be placed at the bottom so that the OFC joint and the spare cables never directly come in contact with the earth surface. At the top of the ring RCC cover shall be provided having the arrangement for lifting and removing the same for opening /repairing the joint.

After completion of the above mentioned works total reinstatement should be done up to the ground level which will be the contractor's responsibility.

At the time of OF cable jointing either the contractor or his representative must be present at the work site.

15. Laying of OF cable by "No Dig" methods using Trench-less Technology/Micro Tunneling technique:

In specific cases such as high traffic area/market area/rail crossing the following method is utilized for laying cables. The main activity is includes:

- 15.1. Making arrangements for horizontal boring and pulling of cables.
- 15.2. Making horizontal boring and inserting HDPE/PLB pipe to be used for OFC laying.

16. CABLE LAYING STANDARD

16.1. Horizontal boring and pulling cable through it – Horizontal boring and pulling the cable through it along road and under railway/road/canal/streams crossing in all type of soil except rock at suitable depth including all civil works. Supply of all tested lifting tools and tackles other required equipment and consumable, labor, etc and making all such necessary arrangements are under vendors scope. Total job has to complete within time schedule mentioned in work order. The work is specified under 2 major heads.

- 16.1.1. laying along the road by boring up to 60mm diameter.
- 16.1.2 Road /rail/canal crossing (road crossing means crossing a road of minimum width of 8 mtr by boring up to 60mm diameter).

17. In this of OF cable /HDPE /PLB pipe laying following job specification should be maintained.

- 17.1. Only Guided boring/drilling technology is to be used- mechanical holes are not permitted.
- 17.2. Radio or any other detection system should be used for avoiding damage to existing underground utilities such as electric, supply, water pipe line, copper cables fibre cables of BSNL and other private operator's sewerage etc.
- 17.3. The depth of boring should be such as to clear any underground utilities/obstacle. However, in no cases the depth of boring be less then 1.7 mtr from the road surface.
- 17.4. In horizontal and vertical boring , the system should be capable op going up to 10 mtrs below the ground level.
- 17.5. In a shift of 8 hours at list 200m of drilling should be possible.
- 17.6. As far as possible cable should be laid in drum length and cutting of cables should be avoided while laying along road.

18. Ground penetrating Radar survey and damage to Telephone cable and other underground services.

- 18.1. The contractor should collect all available information regarding underground services and take necessary care to protect them. He should also have sufficient arrangement to identify and protect such underground services.
- 18.2. The contract shall carry out ground penetrating radar survey along the proposed cable route at his own cost to identify the underground services and for setting the rules as directed by SDO/DE

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Concerned. The SDE/DE concerned shall provide route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling.

19. Laying of Optical Fibre Cable instead of pulling the cable the HDPE/PLB pipe duct will be pulled through the horizontal bore. Pulling of OFC by air pressure shall be arranged by the contractor. Rate per meter for pulling OFC by air pressure shall be given as an optical item.
20. At the time completion of work the records of actual depth of cable/HDPE/PLD pipe at which it is being laid is to be transferred to the SDE/DE concerned along with other necessary documents and drawings. The records of depth should be given at the interval of 10Meters.

The contractor shall supply six copies of bound documents as One set document.

The work is carried by contractor in conformity with the engineering instruction of the department.

3. BID DOCUMENTS:

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

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 | General (Commercial) conditions of the contract. |
| 3.1.1.6 | Special condition of contract. |
| 3.1.1.7 | Scope of work and jurisdiction of contract. |
| 3.1.1.8 | Material security bond form. |
| 3.1.1.9 | Agreement (Sample). |
| 3.1.1.10 | Letter of authorization for attending Bid opening. |
| 3.1.1.11 | List of documents to be submitted along with the qualifying Bid. |
| 3.1.1.12 | Rates of empty cable drums. |

3.1.2. **Financial Bid**

- 3.1.2.1. Schedule of items – for construction.

3.2. The Bidder is expected to examine all the instructions, forms, terms and specification 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 bid.

4. QUERIES ON BID DOCUMENTS

A prospective bidder, requiring any clarification of the bid documents shall notify the department in writing or by Fax at the department's mailing address indicated invitation of bids. The department shall respond in writing to any request for clarification of the bid documents, which is received not later than 7 days prior to the date for the opening of the bids.

5. **AMENDMENT OF BID DOCUMENTS:**

- 5.1. At any time, prior to the date for submission of bids, the department may, for any reasons whether *suo motto* in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2. The amendments shall be notified in writing or by telex or Fax to all prospective bidders and these amendments will be binding on them.
- 5.3. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the department may, at its discretion extend the deadline for the submission/opening of the bid suitably.

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C. PREPARATION OF BIDS**6. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The department, will, in no case, be responsible or liable for these costs, regardless of the out come 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 in accordance to clause no. 8.
- ii. Commercial bid documents, in original, duly filled in and signed by tenderer or authorized representative along with seal on each page. All correction and overwriting must be initiated with date by the tenderer or his authorized representative.
- iii. The copy of enlistment certificate issued by the competent authority duly attested by a gazetted officer.
- iv. Valid labour license and Employee PF Nos.
- v. The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- vi. Bank solvency certificate worth Rs. 1.00 lacs. The solvency certificate shall not be older than the date of issue of NIT.
- vii. Bid form duly filled in, as per section II .
- viii. Tenderer's profile duly filled in as per section III of the tender document.
- ix. Original "power of attorney" in case person other than the tenderer has signed the tender documents.
- x. List of qualified experience personnel, who are working for the tenderer, who will be deployed for the work.
- xi. Non working of relatives certificate as per clause - XIV
- xii. Update income tax & sales tax clearance certificates.

8. BID SECURITY

8.1. The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT against each section. **No interest shall be paid by the department on the bid security for any period, what so ever.**

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

8.3. Bid security shall be paid in the form of crossed Demand Draft issued by a scheduled bank, drawn in favour of **Sr. Accounts Officer, BSNL, O/o Dy. G.G. ETR Bhubaneswar, payable at Bhubaneswar.** A bid not secured in accordance with para 8.1 and 8.3 shall be rejected by the department as non responsive.

8.4. The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the department.

8.5. The successful bidder's will compulsorily be converted to part performance security deposit.

8.6. The bid security shall be forfeited:

- 8.6.1.** If a bidder withdraws his bids during the period the bid validity specified in the bid document or
- 8.6.2.** If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department or
- 8.6.3.** In case of a successful bidder, if the bidder fails:
 - (i). To sign the agreement,
 - OR
 - (ii) To furnish material security.

9. BID PRICES :

9.1 The bidder shall give the total composite price inclusive of all levies and taxes of works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by the department (at the divisional store) or otherwise to execute the work under the contract, to site at his own cost. The offer shall be firm in Indian rupees.

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9.2. Prices shall be quoted by the bidder as per schedule of items given in financial Bid.

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

10. PERIOD OF VALIDITY OF BIDS

- 10.1. Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid). **A Bid valid for a shorter period shall be rejected by the department as non –responsive.**
- 1.02. The department reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security.

11. SIGNING OF BID:

- 11.1** The bidder shall submit, as a part of his bid documents (in original) duly signed on each and every page. Establishing the conformity of his bid to the bid document of all the works to be executed by the bidder under the contract. **(Note : The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)**
- 11.2** The bid shall contain no inter – lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

D. SUBMISSION OF BIDS

12. Method Of Preparation Of Bid:

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

Envelope	Marked on the cover	Contents of Envelope
First	Bid Security	Containing Bid Security as per clause 8.
Second	Qualifying Bid	Containing documents as per clause 7 except Bid document
Third	Financial Bid	Containing Financial bid documents with rates duly quoted by the tenderer in prescribed format.

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

- 12.2. All envelopes (3 inner & one outer) must bear the following.
Tender for OF cable Maintenance Works for Zone
 And should be addressed to: **Divisional Engineer, OFC Maintenance, ETR, Bhawanipatna.**
- 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 document is liable to be summarily rejected. No modification by contractor in any of the conditions will be permitted after the tender is opened.

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13. SUBMISSION OF BIDS:

- 13.1. Tender should be dropped in person in the tender box placed in the office of DE **OFC Mtce ETR, Bhawanipatna** before scheduled time, as mentioned in NIT. The department shall not be held responsible for delivery of Bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by or will not be allowed to be deposited in the tender box.
- 13.2. **Postponement of Tender opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenders who have purchased the tender documents and shall be at least one day before the original date of opening. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 13.3. The BSNL is subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in the absence of such notification, the-bids will be opened on next working day, time and venue remaining unaltered.

14. LATE BIDS:

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

15. MODIFICATIONS AND WITHDRAWAL OF BIDS:

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

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

- 16.1. The department shall opened the bids in the presence of bidders or his authorized representative, at 16.00 Hrs on due date. The bidder's representatives, who are present, shall sign and attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in section XI)
- 16.2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3. The bid shall be opened in the following manners.
- 16.3.1.** The bid opening committee shall count the number of bids and assign serial numbers to the bids.
- 16.3.2.** The envelopes containing the tender offer and not properly sealed, shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with the date.
- 16.3.1. First the outer envelope containing the three envelopes be opened. The bid opening committee shall initial on all three envelopes with date.
- 16.3.2. Among these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.
- 16.3.3. (The bidders who have submitted proper bid security as per tender documents, their "**QUALIFYING BID**") shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC). After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

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

16.4. **The Financial Bid shall be opened in the following manner:**

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

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

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

17. CLARIFICATION OF BIDS BY THE DEPARTMENT

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

18. PRELIMINARY EVALUATION :

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

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

18.3. Prior to the detailed evaluation, the department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one which conforms to all the terms and conditions of the bid document without deviations.

18.4. **A bid, determine as substantially non responsive will be rejected by the department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

19.1. The evaluation and comparison of responsive bids shall be on the basis of overall lowest rates of the bidder.

19.2. Depending of the work requirement, the committee may select more then one bidder for each zone.

20. CONTACTING THE DEPARTMENT

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

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

21. AWARD OF CONTRACT :

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

21.2. The work against the tender is for one year’s requirement and the terms and conditions of the tender shall be operative for a period of one year from the date of signing of the agreement between the department and the contractor. However the department may also if situation urged so may extend the period of contract for another two years.

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

The department, at any time of award of work under the contract, reserves the rights to decrease or increase the work by without any change in the rates or other terms and conditions. The department may also split the quantum of work into segment and allot to the more than one contractor if the situations demand so.

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

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

24. ISSUE OF LETTER OF INTENT:

- 24.1. The issue of letter to intent shall constitute the intention of the department to enter to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.
- 24.2. The bidder shall with in 21 days of issue of letter of intent, give his acceptance along with material security In conformity.

25. SIGNING OF AGREEMENT :

- 25.1. The signing of agreement shall constitute the award of contract on the bidder. the agreement with successful bidder shall be signed by the department with in a week of submission of material security as per clause 24.2 above.
- 25.2. As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted into the performance Security Deposit, which will be held by the department till the completion of the warranty period.

SECTION - V**GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT****1. APPLICATION:**

The general conditions shall apply in contracts made by the department for the execution of construction work.

2. STANDARDS :

The works to be executed under the contract shall be strictly according to the departmental standard.

3. PRICES:

- 3.1. Prices charged by the contractor for the works performed under the contract shall not be higher from the prices quoted by the contractor in his bid.
- 3.2. Prices once fixed will remain valid for the period of contract. Increase and decrease of Taxes/duties will not affect the price during this period.

4. SUBCONTRACTS:

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

5. SECURITY**i. Material Security :**

- a. The successful tenderer will have to deposit material security, subject to a minimum of of Rs.20,000.00 (Rupees Twenty Thousand only), **In the form of bank guarantee** (valid up to and including six months after, the period of the contract) from a scheduled bank and in the material security bond form provided in the bid document, **Section – IX**. Material security can also be submitted in the form of crossed Demand Draft drawn in favour of

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Sr. Accounts Officer, BSNL, O/o DY.G.M. Mtce ETR, Bhubaneswar issued by a scheduled bank and payable at Bhubaneswar. The material security will be a non interest bearing deposit, for any period what so ever.

- b. The contractor at any point of time will not be issued stores costing more than material security.
 - c. The proceeds of the material security shall be payable to the department as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.
 - d. The material security shall be released /refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "**no dues certificate**" from "Engineer in charge".
- ii. **PERFORMANCE SECURITY:**
- a. An amount to the tune of 10% of each running bills/final bill of the contractor will be deducted from the bill amount in addition to the sum already deposited as security deposit.
 - b. The proceeds of the performance security shall be payable to the department as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
 - c. The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid documents.
 - d. No interest will be paid to the contractor on the security deposit.

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

- 6.1. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.
- 6.2. **The work orders shall be issued by the divisional engineer in-charge of OFC Mtce division** after examining the technical and planning details of the works to be executed.
- 6.3. If due to any reason partial order is to be issued then the same shall be issued with the approval of D.G.M. ETR, Bhubaneswar.
- 6.4. The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position. The department reserves the right to cancel or modify the scope of the stipulated to be carried out against the work order.

7. **EXTENSION OF THE TIME LIMIT:**

7.1. **General**

- 7.1.1. The time allowed for carrying out the work in each work order is to be strictly observed by the contractor and shall be counted from seventh day from the date of issue of work order.
- 7.1.2. In as much as "the time being deemed to be the essence of contract" throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

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

- 7.2.1. In case of hindrances, other than covered under *force majeure*, while execution of work, the contractor shall apply in writing to the engineer-in-charge shall forward the request to the competent authority with his detailed report within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
 - 7.2.1.1. The application contains the ground(s), which hindered the contractor in execution of work.
 - 7.2.1.2. The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

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- 7.2.2. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time.
- 7.2.3. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of Divisional Engineer, OFC Mtce, Bhawanipatna to grant the extension of time.
- 7.2.4. The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the SDE in-charge of the work.
- 7.2.5. If the competent authority is of the opinion that the grounds shown by the contractor are not reasonable and sufficient and declines to grant the extension of time, the contractor can not challenge the soundness of the opinion by reference to arbitration. **The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.**

7.3. Grant Of Extension Of Time Without Application

- 7.3.1. There are, at times, practical difficulties like non availability of materials, delay in providing permission etc. reasons of which are ascribable to the department. In such cases, the engineer in-charge SDE with the approval of competent authority to sanction EOT, may issue extension of time *suo moto*. The department will, however, not be liable to the contractor for any losses or damages or expenses that the contractor may in any way suffer due to delay in making of above available.

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:

8.1. Measurement

- 8.1.1. The Measurement Books are to be maintained by the concerned SDE in-charge of the work. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed and dated by the officer concerned.
- 8.1.2. Responsibility of taking and recording measurements: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by the JTO, supervising the work. The JTO/SDE, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The SDE / SDO where JTO is supervising officer shall be responsible for conducting test check of 20% of measurement. The Divisional Engineer shall be responsible for conducting test check of 10% of measurement.
- **Measurement of length of cable:** The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO meter /measuring tape. The length should be cross verified with the making of length on the table. The length shall be recorded in sheet provided in the measurement book.
 - **Measurement of other Items :** The measurement/numerical details of other items should also be recorded in the measurement book viz.
 - Construction of joint pit.
 - Coiling of cables in pit.
 - Construction of route indicator.
- 8.1.3. The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements, then the measurements taken by the SDE shall be final and binding on the contractor.
- 8.1.4. The Divisional Engineer before passing the bill should carry out test check by re-opening trench at as many locations as necessary and bills will be passed only when he is personally satisfied of the correctness of entries in the measurement book and as per the terms of the contract. The contractor shall provide the necessary assistance of labour of re-opening of trench for test check by the D.E.

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separate payment shall not be made to the contractor excavation of such test checks; however such test pits shall not be more than 10% of the cable paying work.

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

8.2. Inspection and Quantity Control

- 8.2.1. Quality of Works:** The quality of OF cable Plant depends upon the quality of individual items of work involved viz depth of cables laid protection of cables.
- 8.2.2.** The contractor(s) should be fully conversant with the construction practices and shall be fully equipped to carryout the work in accordance with the specifications.
- 8.2.2** In addition to Acceptance Testing being carried out by A.T. Wing and supervision by construction officers. All works at all items shall be open to inspection of the department. The contractor shall be bound, if called upon to do so to offer the works for inspection without any extra payment.
- 8.2.3 Site order Book:** The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by the officers as well as contractors will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the site order book. The contractor or their authorized representative shall also be at liberty to note their difficulties etc. in these books. The site order books shall in variably be consulted at the time of making final payments to the contractor.

9. Warranty:

- 9.1** The cable joint shall be guaranteed for a period of one year from the date of closing of joint. Incase of failure of the joint due to poor workmanship that is failure of joint without external damage, with in the stipulated period of guarantee the contractor shall repair the joints at his own cost within 24 hours of informing him. Failing which the department may carryout the repairs and penalty equivalent to five times of the approved rate of the jointing works plus the cost of materials used shall be recovered from the contractor from his pending bill /SD or any amount due to him.
- 9.2.** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

10.2. procedure for payment for sub standard works:

- 10.2.1.** The contractors are required to execute all works satisfactorily and in accordance with the specifications if curtained items of work executed or materials supplied by the contractor for the said work are sub-standard or of a quality inferior to that contracted for, the Divisional Engineer in-charge shall make a demand in writing specifying the work materials or articles about which there is a complaint.
- 10.2.2. Timely action by supervising officers:** The SDE responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub-standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by D.E. In-charge in writing during the progress of work asking the contractor to rectify /replace/remove the sub-standard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of notice period if the contractor fails to rectify /replace/remove the sub-standard items the defects shall be got rectified /replace/removed departmentally or some other agency at the risk and cost of the contractor.
- 10.2.3.** Non-reporting of the sub-standard works in time on the part of the concerned SDE shall not in any way entitle the contractor to claim that the defects we are not pointed out during execution and as such the contractor can not be absolved of the responsibility for sub-standard work and associated liabilities.
- 10.2.4. Record of sub standard work:** The items adjudged as sub standard shall be entered into the measurement book **with** red ink.

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10.3. The sale tax amount as applicable shall be deducted from the contractor bills.**11. DISPOSAL OF EMPTY CABLE DRUMS**

- 11.1.** The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking in to account the prevailing market rates has fixed the cost of various sizes of cable drums. The cost of empty cable drum shall be deducted from the bill for the work on which the cable along with the drum has been issued.
- 11.2.** The contractor shall be responsible for the accounting of the cable drums issued and shall mention number and types of cable drums in the bill so that the amount is deducted from the bills due.
- 11.3.** The contractor shall be allowed to dump the empty cable drums in Govt/public place which may cause inconvenience to Govt/public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the department is at liberty to dispose of the cable drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges as decided by the competent authority from the bill/SD/any other amount due to the contractor.

12. PENALTY CLAUSE**12.1. Delays in the contractor's performance:**

The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be most important aspect of the contractor on the part of the contractor and shall be reckoned from seventh day from issue of work order by the department. The contractor shall pay as penalty as amount equal to 1.0 (one) percent of the amount (minimum Rs. One thousand per week) for every one week of delay in completion of work. Subject to a maximum of 10 (ten) percent of the cost of the work awarded.

- 12.1.1.** On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work.
- 12.1.2.** Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from the security deposit will be made only when the contract has been terminated or at the time of final settlement of bills in completion of work.
- 12.1.3.** In case of slow progress of the work in a section which have been awarded to a [particular contractor, and the public interest does not permit extension of time for completion of the work. The concerned Divisional Engineer will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 12.1.4.** The Divisional Engineer OFC Mtce, Bhawanipatna reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.

12.2. Penalty for causing inconvenience to the public:

- 12.2.1.** To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously under any circumstance a stretch of trench of minimum 200 meters shall not be kept open for more than 4 days. In the event of contractor failing to comply with. These conditions, a penalty of recovery up to Rs.300/- per day the trench kept open beyond the time limit allowed may be imposed by the department. This penalty will be in addition to that payable for delay or slow work.
- 12.2.2.** The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt./Public place. Which may cause inconvenience to Govt./Public. If the contractor does not dispose off the empty cable drums / waste materials within three days of becoming empty,

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the department is at liberty to dispose of the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/waste materials from the bill /SD/along with the cost incurred by the department in disposing off such materials. The Department may also levy a penalty up to Rs.1000.00(Rupees One thousand)only for each such default.

- 12.2.3.** If any such penalty is levied on a contractor for more than 2 occasions, then His/her contract could be terminated. In this regard the decision of the **Divisional Engineer OFC Mtce, Bhawanipatna** shall be final and binding.

12.3. Penalty for cutting, damaging the old cable.

- 12.3.1.** During excavation of trench utmost care is to be taken by the contractor, so that the existing underground cables are not damaged or cut. In case any damage/cut is done to the existing cables, a penalty as per the schedule given below/or departmental approved rate which ever is higher 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 100pair's cable	Rs.500.00(Five Hundred)
Above 100 pair's & up to 400 pair's	Rs.1,000.00 (One Thousand)
Above 400 Pair's	Rs.2,000.00 (Two Thousand)
OF cable of other operators	Rs.1,50,000.00 (One lac Fifty thousand only)

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

12.4. Penalty to damage stores/materials supplied by the department while laying

- 12.4.1.** The contractor while taking delivery of materials supplied by the department at the designated place shall thoroughly inspect all items before taking them over. In course of execution of the work, if any material is found damaged/working un satisfactorily then a penalty equivalent to the cost of material + 10% as penalty shall be recovered from the contractor's payments/securities.
- 12.4.2.** In case of damage of 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.
- 12.4.3.** However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

13. Rescission / Termination of contract:

- 13.1.** Circumstances for rescission of contract:

Under the following conditions the competent authority may rescind the contract.

- i. If the contractor commits breach of any item of terms and conditions of the contract.
- ii. If the contractor suspends or abandons the execution of work.
- iii. If the contractor had been asked to rectify /replace any defective work and he fails to comply with the requirement within the specified period.

- 13.2.** Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the department as under.

- 13.2.1.** Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative do not turn up for joint measurement. The measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.

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- 13.2.2. The unused material (Supplied by the Department) available at site shall be transported back by the department to the telecom store at the risk and cost of the contractor.
- 13.2.3. The un-executed work shall be got executed through any other qualified bidder from amongst the bidders, who participated in the bidding process and as decided by Divisional Engineer OFC Mtce, Bhawanipatna. The Department may get the unexecuted work completed through any other contractor approved in Rourkrla Telecom Dist. at the approved rates of that particular section or to execute the work departmentally, at the risk and cost of the contractor. In such an event no compensation shall be payable by the department to the contractor for any loss caused to him by such an action by the department. In this regard the decision of DET, OFC Mtce, Bhawaniapatna shall be final and binding. In all these cases, the extra expenditure incurred due to getting the work done by any other means will be borne by the contractor.
- 13.2.4. The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that **action shall only be taken after giving notice in writing to the contractor.**

13.3. Termination for Insolvency:

The department may at any time terminate the contract by giving written notice to the contractor, without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the department.

13.4. Optional Termination by Department (Other than due default of the contractor):

- 13.4.1. The department may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.
- 13.4.2. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and hand over possession of the work concerned to the department.
- 13.4.3. The department may, at its option, cancel or omit the execution of one or more items of work under this contract without any compensation to the contractor.

13.5. Issuance of Notice:

- 13.5.1. The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. If the contractor fails to do so within the stipulated time, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.
- 13.5.2. The final notice for rescission of contract to the contractor should state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:
- i. During the period of service of notice and its effectiveness, the contractor should not be allowed to remove any material/ equipment belonging to the department from the site.
 - ii. The contractor shall give in writing the tools and plants he would like to take away /remove from the site.
 - iii. No new construction beneficial to the contractor shall be allowed.

14. INDEMNITIES

- 14.1. The contractor shall at all times hold the department harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions brought or procured against the department, its officers and Employees. In addition

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The contractor shall pay to the department forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the department arising out of or in connection with the operation covered by the contractor.

- 14.2.** The contractor shall at his own cost at the department'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 department.

15. Force majeure :

if at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable, after such event may come to an end or cease to exist, and the decision of the contractor as to whether the works have been so resumed or not, shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.

- 15.1.** Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the contractor at a price to be fixed by the Department, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores from the contractor at a price fixed by the department, which shall be final.

16. ARBITRATION

- 16.1.** In the event of any question, dispute or difference arising under this agreement or in connection there with, except as to matter decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the DEPUTY GENERAL MANAGER, MTCE, EASTERN TELECOM REGION, BHUBANESWAR 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 DEPUTY GENERAL MANAGER, MTCE, EASTERN TELECOM REGION, BHUBANESWAR or by whatever designation such officer may be called. The award of the arbitrator shall be final and binding on the parties.

- 16.2.** The venue of the arbitration proceeding shall be the Office of the DEPUTY GENERAL MANAGER, MTCE, EASTERN TELECOM REGION, BHUBANESWAR or such other place as the arbitrator may decide. The following procedure shall be followed.

16.2.1. In case parties are unable to reach a settlement by themselves, the disputes should be submitted for arbitration in accordance with contract agreement.

16.2.2. There should not be a joint submission with the contractor to the sole arbitrator.

16.2.3. Each party should submit its own claim severally and may oppose the claim put forward by the other party.

16.2.4. The onus of establishing his claims will be left to the contractor.

16.2.5. Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.

16.2.6. The "points of defense" will be based on actual conditions of the contract.

16.2.7. Claims in the nature of ex-gratia payments shall not be entertained by the arbitrator as these are not contractual.

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SECTION VI
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1. The work shall be accepted only after the test check carried out by the SDE and DE s of concerned division.
- 1.2. The department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the department.
- 1.3. The department reserves the right to black list a bidder for a suitable period incase he fails to honor his bid without sufficient grounds.
- 1.4. The department reserves the right to counter offer price(s) against price (s) quoted by any bidder.
- 1.5. Any clarification issued by the department, in response to query raised by prospective bidders shall form and integral part of bid documents and it may be treated as an amendment to the bid document.
- 1.6. Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7. All work to be executed under the contract shall be executed under the direction of the Divisional Engineer or SDE in-charge of work site.
- 1.8. The work in each section may be split up between two or more contractor if considered expedient by the Divisional OFC Mtce Bhawanipatna.
- 1.9. If the contractor shall desire an extension of time for completion of work on the grounds of unavoidable hindrance in execution of work or any other ground he shall apply in writing to the divisional engineer within three days of the date of hindrance on account of which he desires such extensions as aforesaid. In this regard the decision of Deputy. General Manager, Mtce, Eastern Telecom Region, Bhubaneswar shall be final.
- 1.10. If at any time after the commencement of the work, the department may feel that execution of whole or part of the work, as specified in the tender is not required to be carried out, then the department shall give notice in writing to the contractor who shall no claim to any payment of compensation neither shall he have any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work as originally contemplated.
- 1.11. Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the department shall be entitled to recover such sum in part or whole from the security deposit of the contractor or running / final bill pending against any contract within the department. In the event of security being insufficient, then the balance or the total sum recoverable, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with department. Should the sum be not sufficient to recover the full amount recoverable, the contractor shall pay to department on demand the balance remaining dues.
- 1.12. No official of gazette rank or other gazetted officer employed in engineering of administrative duties in an engineering department or any other department of the govt. of India is allowed to works a contractor for a period of two years after his retirement from Govt. service without the previous permission of Govt. of India. This contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.13. In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the event of the contractor failing to comply with any of the conditions herein specified. The Divisional Engineer OFC Mtce Bhawanipatna shall have the power to terminate the contract without any notice.
- 1.14. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Engineer Bhawanipatna on behalf of the CMD, BSNL can terminate the contract without compensation to the contractor. However Divisional Engineer Bhawanipatna, at his discretion may

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permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of Divisional Engineer Bhawanipatna shall be the final.

1.15. **Interpretation of the contract document :**

1.15.1. The representative of Divisional Engineer OFC Mtce Bhawanipatna and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to Divisional Engineer OFC Mtce Bhawanipatna whose decision shall be final.

1.16. **Shut down on account of weather conditions**

1.16.1. The contractor shall not be entitled to any compensation if the whole or any part of the work is suspended due to bad weather conditions or other Force majeure conditions.

2. **STORES SUPPLIED BY THE DEPARTMENT:**

- 1.17. At no point of time the contractor shall be issued stores of value more than the contractor's material security.
- 1.18. The contractor shall transport (including loading and unloading) all stores issued to him from Divisional Store, to the site of work at his own cost. The Department shall not pay any transportation charges to the contractor.
- 1.19. All materials supplied to the contractor by the Department shall remain the absolute property of Department and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of concerned Divisional Engineer... Any such materials remaining unused at the time of the abandonment, completion or determination of the contract, shall be returned to the Department, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills.
- 1.20. The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the Department, which in the contractor's custody whether, or not installed in the work.
- 1.21. The contractor shall submit a proper account every month of all the materials supplied to him by the Department and those consumed for items of work .Any discrepancy or difference between the materials issued to the contractor and those consumed in the work as per the "Department's calculation" (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges etc.
- 1.22. The contractor shall ensure that only the required materials are issued to him. After completion of work, the contractor shall return any unused materials that were supplied by the Department.

3. **EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:**

- 3.1 The contractor shall obtain / provide at his own cost all easements, permits and license necessary to do its work except for the following which shall be provided by the Representative of the **Dy. G.M., Mtce ETR, BHUBANESWAR.**
1. "Right of User" easements and permits.
 2. Railway and Highway crossing permits including bridge.
 3. Canal / stream crossing permits.
- 1.23. The contractor shall be fully responsible obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.2 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephone poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may , in any manner, restrict or limit the use of the construction "Right of User".

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- 3.3 At location where the U/G cable trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the Railways Department or local agencies having jurisdiction.
- 1.24. If the department is not able to provide above mentioned permits etc. In time then the extension of time limit shall be provided as per EOT clause given in tender document.

4. QUALITY OF WORK:

- 4.1 The Department shall be the final judge of the quality of the work. The representative of concerned OFC Division has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance to meet the requirement of the contract documents.

5. TAXES AND DUTIES:

- 5.1 Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with the contract. Service tax will be paid extra by BSNL where ever applicable as per rate in force.
- 5.2 Work contract Tax to be recovered from the bills as per the commercial tax rules.

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The contractor is fully responsible for taking all possible safety precaution during preparation and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall place warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc., at such location. **If the contractor does not put the warning signal as per above directions, then a penalty of Rs.500/- per day shall be levied on the contractor till the directions are complied by the contractor.**
- 6.3 The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 6.4 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in public street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- 6.5 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.6 The contractor shall be solely liable for all expense for and in respect of repairs /or damage occasioned by injury of / damage to such underground structures or other properties and undertake to indemnify the Department from and against all actions. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining License before commencement of work :

The contractor shall obtain a valid labour license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central/state Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work.

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The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

7.2 Contractors Labour Regulations :

7.2.1 Working Hours.

- 7.2.1.1 Normally working hours of an employee should not exceed 8 hours a day. The Working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 7.2.1.2 When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 7.2.1.3 Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time.
- 7.2.1.4 Where the minimum wages prescribed by the Department, 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 proceeding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 7.2.1.5 Where a contractor is permitted by the Engineer-in-charge to 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.

7.2.2 Display of Notice Regarding Wages etc.

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

7.2.3 Payment of Wages :

- 7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, shall be paid before the expiry of seventh day.
- 7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 7.2.3.5 All payment of wages shall be made on a working day at the work premises during the working time and on a date notified in advance .Final payment shall be made within 48 hours of the last working day.
- 7.2.3.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 7.2.3.7 All wages shall be paid in current coin or currency or in both.
- 7.2.3.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 7.2.3.9 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- 7.2.3.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge.

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7.2.3.11 The contractor shall obtain from the site Engineer i.e. SDE , a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll , in the following form :

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

7.2.4 Fines and deductions which may be made from wages

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

- a. Fines.
- b. Deductions for absence from duty. 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, 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.
- b. Any other deduction, which the Central Government may allow from time to time.

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

7.2.5 Labour records

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

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

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

7.2.5.4 **Register of accidents** – The contractor shall maintain a register of accidents at the work place and the same shall include the following particulars :

- i. Full Particulars of the labourers who met with accident.
- ii. Rate of Wages.
- iii. Sex.
- iv. Age.
- v. Nature of accident and cause of accident.
- vi. Time and date of accident.
- vii. Date and time when admitted in hospital.
- viii. Date of discharge from the hospital.
- ix. Period of treatment and result of treatment.
- x. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- xi. Claim required to be paid under Workmen’s Compensation Act.
- xii. Date of payment of compensation.
- xiii. Amount paid with details of the person to whom the same was paid.
- xiii. Authority by whom the compensation was assessed.
- xiv. Remarks.

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- 7.2.5.5 The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R & A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 7.2.5.6 The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R & A) Rules 1971.
- 7.2.5.7 The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R & A) Rules 1971.
- 7.2.5.8 The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R & A) Rules 1971.

7.2.6 Attendance card-cum wage slip

- 7.2.6.1 The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him.
- 7.2.6.2 The card shall be valid for each wage period.
- 7.2.6.3 The contractor shall mark the attendance of each workman on the card twice each day.
- 7.2.6.4 The card shall remain in possession of the worker during the wage period under reference.
- 7.2.6.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages.
- 7.2.6.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

7.2.7 Employment Card

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

7.2.8 Service Certificate

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

7.2.9 Preservation of labour records

The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers of the Department.

7.3 Power of labour officer to make investigations or enquiry

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

7.4 Report of Investigating officer and action thereon

The Labour Officer or other persons authorized as aforesaid 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 are 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.

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7.5 Inspection of Books And Slips

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

7.6 Submission of Returns

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

7.7 Amendments

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

8. INSURANCE:

- 8.1** Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the Department from and against all manner of claims and demands and losses and damages & expenses that may arise in regard the same. The contractor shall have to furnish originals of the Policies of insurance taken within 15(fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

9. COMPLIANCE WITH LAWS AND REGULATION:

- 9.1** During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations etc. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

10. TOOLS AND PLANTS

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

SECTION VII
SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. SCOPE OF WORK

1.1 MAIN CABLE CONSTRUCTION ACTIVITIES : The items of work involved maintenance of cable under :-

- (a) Tracing the cable break by the means as decided by the officer on the spot.
- (b) Digging the two joint pits as per specification
- (c) Laying the interruption cable as decided by the site engineer
- (d) Refilling the joint pits in the way decided by the site Engineer
- (e)Excavation of trench according to the construction specifications.
- (f)Laying of HDPE/PLB in Trenches.
- (g)Pulling of O.F cable as per specifications.
- (h) Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site.
- (l) Construction of joint pits.
- (j) Coiling of cable inside joint pit.
- (k)Construction of route indicator.
- (l)Jointing and end-to-end Testing of Cables (OTDR test).
- (m)Fixing, Painting and Sign Writing of Route and Joint Indicators.
- (n)Documentation.

1.2 ALLIED ACTIVITIES :

- 1.2.1 Transportation of Materials:** The materials required for executing the work entrusted to the contractors against a work order shall be made available at Sub-Divisional Store Depot. In some cases the materials may be available at sub-divisional store go down. The contractor shall be responsible for transporting the materials to execute the work under the contract, to site at his own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.
- 1.2.2 Disposal of Empty Cable Drums:** The contractor shall be responsible to dispose of the empty cable drums after laying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.
- 1.2.3 Supply of Materials:** There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement, etc., besides using other consumables. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

2. VALUE OF WORK: The quantity and estimated cost of work depends on the approval of routes as well as others route by office from time to time.

3. JURISDICTION OF CONTRACT:

SI.No	OFC DIVISION	UNIT HEAD
1	Koraput	Divisional Engineer OFC Division ,Koraput
2	Bhawanipatna	Divisional Engineer OFC Division, Bhawanipatna

Signature of Tenderer

**SECTION – IX
MATERIAL SECURITY BOND FORM**

Whereas..... (hereinafter called “the Contractor”) has been awarded the contract of cable construction work, as per tender number.....KNOW ALL MEN by these presents that WE.....OF..... Having our registered office at (hereinafter called the “the Contractor”) are bound unto (Hereinafter called “the Department”) in the sum of For which payment will and truly to be made of the said Department, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

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

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

This guarantee will remain in force up to and including One hundred 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

Signature of Tenderer

Section –X

**AGREEMENT FOR RESTORATION OF BREAKDOWN OF CABLE ROUTE AND CABLE
CONSTRUCTION
WORK INCLUDING TRENCHING,LAYING,JOINTING OF HDPE/PLB/GI/RCC PIPE,PULLING
OF
O.F. CABLE AND OTHER ASSOCIATED WORKS.**

An agreement is made inbetween.....(name of successful bidder) as one part and the Divisional Engineer,OFC(Mntnce.),ETR,Microwave Station,Bhawanipatna-766001(Orissa) as second part on behalf of the BHARAT SANCHAR NIGAM LIMITED on this day of.....for restoration of breakdown of cable route and cable construction work including trenching, laying, jointing of HDPE/PLB/GI/RCC pipe,pulling of O.F. cable and other associated works.

Whereas in response to the tender Notice No.DEOFC/BPT/NIT/2010-11/1 dated at BPT the 28.10.2010 issued by the Divisional Engineer,OFC(Mntnce.),ETR,Bhawanipatna Sri.....(name of successful bidder) has been declared as successful tenderer for O.F. cable construction works in Bhawanipatna and Koraput OFC Mntnce. Divisions.

Sri.....(name of successful bidder) hereby undertakes to carry out the OF cable maintenance works in OFC Mntnce. divisions,Bhawanipatna and Koraput at the rates negotiated by him with the department and according to the standards laid down by the deptt. and upto the satisfaction of Divisional Engineers of Bhawanipatna and Koraput OFC (M) Divisions.

M/s.....(name of success bidder) undertakes to abide by the term and conditions as prescribed in the tender documents and the schedules of rates agreed upon and shall make good to any loss caused to the maintenance division or any other Govt. deptt. or private body or to the public.

Signature of Tenderer

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

Above written:

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

Witness:

- 1.
2.

Signed & Delivered on behalf of the CMD, BSNL, by the D.E.OFC Mtce Bhawanipatna.

Witness:

- 1.
2.

SECTION - XI
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

No. DEOFC/BPT/NIT//2010-2011/01, Dated at BPT the 28 -10-2010

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

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

Order of Preference Name Specimen Signatures

I

II

Alternate Representative

Signature of Tenderer

Signature of Tenderer

Or

**Officer authorized to sign the bid
Documents on behalf of the bidder.**

- No. 1. Maximum of one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION – XII

LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID

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

1. Bid Security in accordance with the tender document.
2. Commercial bid 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.
3. The copy of Enlistment certificate issued by the competent authority duly attested by a gazetted officer.
4. Valid Labour License and Employee PF Nos.
5. The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.

Signature of Tenderer

6. Bank Solvency Certificate worth Rs.1.00 lacs. The solvency certificate shall not be older than the date of issue of NIT.
7. Bid Form, duly filled in, as per section II
8. Tenderer's profile, duly filled in, as per section III of the tender document
9. Original "Power of Attorney" in case person other than the Tenderer has signed the Tender documents.
10. List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work
11. Non working of relative's certificate as per Clause- XIV.
- 12... Copy of valid Service Tax License with a proof upto the date of payment. .

SECTION – XIII
RATES OF EMPTY OF CABLE DRUMS

These are the rates of the empty cable drums which have to be deducted from contractor's bills as per terms and conditions of the tender document.

Rate per Empty Cable DRUM: RS.200 /-

Note: These are fixed rates and no variation shall be acceptable from these rates.

Signature of Tenderer

SECTION-XIV

DECLARATION

I/We hereby declare that none of my/our relatives are employed in any capacity in any of the unit of BHARAT SANCHAR NIGAM LIMITED. I/We shall also intimate the name of the person(s) who is/are working with us in any capacity or is/are subsequently employed by us and who are near relatives to any officer in BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/ contracts and also forfeiting of my/our security deposit held by **Dy. G.M. Mtee ETR, Bhubaneswar.**

NOTE: The term "near relatives" means wife/husband/parents & grand parents/children & grand children/brothers/sisters/ uncle/ aunts/cousins and their corresponding in-laws.

Signature of Tenderer

Name of the Tenderer

(Capacity in which signing)

Signature of Tenderer

SECTION – XV
FINANCIAL BIB

Item No.	Description of works	Unit	Rates in Figure & Word
1.	Excavating, trenching and reinstatement as per construction specification of the tender (Reinstatement after completion of items 2 to 5) including excavation of surface and clearance of any obstacle on route such as bushes, roots, stalks of ballast etc. to a depth of 165 cms.	Mtr.	
2.	Laying, jointing, and leveling of HDPE/PLB pipe covering most of the road length in the excavated trenches before the reinstatement, pulling 4mm dia nylon rope through HDPE/PLB pipe and security sealing and up to 200 meter stretches of pipe by suitable covers as per construction specification of tender. Item also include collection and transportation of all types of pipes, rope and all accessories from concerned telecom store depot to work sites including loading and unloading.	Mtr.	
3.	Laying, Jointing of leveling of 50mm dia GI pipes after fitting 50mm OD HDPE/PLB pipe inside pulling 4mm nylon rope inside it and security sealing ends upto 200 mtr by suitable covers as per construction specification of tender including transportation, loading and unloading at work site and transportation from store depot to work sites.	Mtr.	
4.	Laying, jointing of 150/100mm RCC pipe in road crossing trenches and dry rivulets / streams and Railway crossings as per construction specification of tender and direction including cost of cement and sand for jointing two pipes using collars in ratio of 1:2 respectively and fitting 50mm OD HDPE/PLB pipe in it and pulling nylon rope in it including transportation, loading and unloading at work site and transportation from store depot to work sites.	Mtr.	
5.	Laying, jointing of 100mm RCC split pipes in built up city area as per construction specification of tender including transportation, loading and unloading of stores at work sites and transportation from store depot to work sites.	Mtr.	
6.	Fixing 50mm GI pipes in the wheel-guard / kerb / earth cushion of road bridges and culverts and fitting 50mm OD HDPE pipes inside it. Item also includes transportation of GI Pipes and accessories from telecom store depot to work sites.	Mtr.	

Signature of Tenderer

Item No.	Description of works	Unit	Rates in Figure & Word
7.	Reinforced cement concrete (1:2:4) over G.I.Pipe (50mm to 100mm)/PLB HDPE Pipe using ISI Cement with MS rod as per construction specification and direction of the site incharge .Item also includes plastering with 1:6 cement plaster (12mm thick) including cost of centering shuttering and curing for minimum 7 days and color washing.	Cum.	
8.	Thrust boring of side roads / road cutting	Mtr.	
9.	Thrust boring of national highway / railway crossing PWD Main Road	Mtr.	
10.	Construction of Splicing Chamber as per specification inclusive of RCC Ring, cover & sand filling.	No.	
11.	Supply and Fixing RCC route indicator as per the departmental specification.	No.	
12.	Supply and Fixing RCC Joint indicator as per the departmental specification.		
13.	Optical fiber cable pulling as per the departmental specification including carrying, loading and unloading at work sites and transportation from store depot to work sites.	Mtr.	
14.	NO DIG METHOD USING TRENCH LESS TECHNOLOGY: Horizontal boring up to 60mm dia and laying of 40 MM PLB/HDPE pipe along the road/rail/canal as well as road/rail crossing as per specification.	Mtr.	
15.	Erection of overhead cables O.F. Cables with erection of posts in emergency in restoration of faults.	Mtr.	
16.	Cleaning & dewatering of manhole.	Each	
17.	Opening of search pit / manholes (of size 2m x 1m x 1.65m depth) for search pit of missing OFC trench, breaking laid HDPE / PLB pipe pushing search wire inside the pipe locating the M.H. and joint chamber positions. Refilling and dressing the open search pit after protecting broken HDPE / PLB pipe.	Pit	
18	Providing JCB machine for digging and removing dumped soil on the side of the road laid over OFC trench and digging the trench more than 1.65m depth required in culverts and other places.	Working hour	

Signature of Tenderer

N.B.: Service Tax will be paid extra by the BSNL wherever applicable as per rate in force.
Approximate work to be done in Bhawanipatna and Koraput Divisions in lump sum

Item No.	Description of works	Quantity
01.	Excavating,trenching and reinstatement as per construction Specification of the tender(Reinstatement after completion of items(2 to 5) including excavation of surface and clearance of any obstacle on route such as bushes,roots,stalks of ballast etc. to a depth 165Cms.	A =8 Km. B = 4Km.
02.	Laying,jointing and leveling of HDPE/PLB pipe covering most of the road length in the excavated trenches before the reinstatement, pulling 4mm dia nylon rope through HDPE/PLB pipe and Security sealing and upto 200 mt.stretches of pipe by suitable covers as per construction specification of tender.Item also include collection and transportation of all types of pipes,rope and all accessories from concerned telecom store depot to work sites including loading/unloading	A = 8Km. B = 4Km.
03.	Laying,jointing,leveling of 50mm dia GI pipes after fitting 50mm OD HDPE/PLB pipe inside pulling 4mm nylon rope inside it and security sealing ends upto 200mt. by suitable covers as per construction specification of tender including transportation,loading and unloading at work site and transportation from store depot to work sites.	A =100mt. B =100mt.
04.	Laying,jointing of 150/100mm RCC pipe in road crossing trenches and dry culverts /streams and railway crossings as per construction specification of tender and direction including cost of cement and sand for jointing two pipes using collars in ratio of 1:2 respectively and fitting 50mm OD HDPE/PLB pipe in it and pulling nylon rope in it including transportation,loading and unloading at work site and transportation from store depot to work sites.	A =50mt. B =100mt.
05.	Laying,jointing of 100mm RCC split pipes in built up city area as per construction specification of tender including transportation,loading & Unloading of stores at work sites and transportation from store depot to work sites.	A=50mt. B =90mt.
06.	Fixing 50mm GI pipes in the wheel-guard/kerb/earth cushion of road bridges and culverts and fitting 50mm OD HDPE pipes inside it.Item also includes transportation of GI pipes and accessories from telecom store depot to work sites.	A =100mt. B =100mt.
07.	Reinforced cement concrete(1:2:4) over Gi pipe(50 to 100mm)/PLB HDPE pipe using ISI cement with MS rod as per construction specification and direction of the site I/C.Item also includes plastering With1:6 cement plaster(12mm thick) including cost of centering and Curing for minimum seven days and color washing.	A =60CUM B =30CUM

Signature of Tenderer

Sl. No.	Description of works	Quantity
08.	Thrust boring of side roads/road cutting	A =100mt. B = 50mt.
09.	Thrust boring of national highway /railway crossing PWD main road	A=100mt. B =50mt.
10.	Construction of Splicing chamber as per specification inclusive of RCC Ring,cover &sand filling	A =100nos. B = 70 nos.
11.	Supply and fixing RCC route indicator as per departmental specification	A =400nos. B =250 nos.
12.	Supply and fixing RCC Joint indicator as per departmental specification	A =100nos. B = 80nos.
13.	Optical Fibre cable pulling as per the departmental specification including carrying,loading and unloading at work sites and transportation from store depot to work sites.	A = 8kms. B = 3kms.
14.	No dig method using trench less technology:horizontal boring upto 60mm dia and laying of 40mm PLB/HDPE pipe along the road/rail/canal as well as road/rail crossing as per specification.	A =NIL B =250mt.
15.	Erection of overhead cables: OF cables with erection of posts in emergency in restoration of faults.	A =5km. B =4km.
16.	Cleaning &dewatering of manhole	A =NIL B =20 nos.
17.	Opening of search pit/manholes(of size2mx1mx1.65m depth) for search pit of missing OFC trench,breaking laid HDPE/PLB pipe pushing search wire inside the pipe locating the M.H. and joint chamber positions.Refilling and dressing the open search pit after protecting broken HDPE/PLB pipe.	A =200nos. B =250nos.
18.	Providing JCB machine for digging and removing dumped soil on the side of the road laid over OFC trench and digging the trench more than 1.65m depth required in culverts and other places.	A =20Hrs. B = 25hrs.

A =Koraput Division.

B =Bhawanipatna Division.

Signature of Tenderer