



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprises)
OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT, DHENKANAL

**BID DOCUMENT
(TECHNICAL BID)**

**OPEN TENDER FOR PLB PIPE LAYING AND O. F. C.
PULLING WITH ASSOCIATED WORKS FROM TALABEDA
M/W STATION TO PMIT COLLEGE IN TALCHER TEHSIL OF
ANGUL DISTRICT UNDER SDOT-TALCHER OF DHENKANAL
TELECOM DISTRICT**

TENDER NO. 11003N(b)/OFC/11-12/6,

DHENKANAL DATED:-13.05.2011

ISSUED TO Name & Address of the Contractor	Signature with seal of the issuing Authority and date of issue

Tender paper Cost :- Rs. 552/-

TABLE OF CONTENTS

Section	Content	Page No.
<u>QUALIFYING BID DOCUMENT</u>		
I	Notice Inviting Tender	03
II	Bid Form	04
III	Tenderer's Profile	05-06
IV	Instruction to Bidders	07-14
V	General (Commercial) conditions of the contract	15-27
VI	Special conditions of the contract	28-35
VII	Scope of Work and jurisdiction of Contract	36-37
VIII	OF Cable construction Specifications	38-41
IX	Material Security Bond Form	42
X	Agreement	43-44
XI	Letter of authorization for attending bid opening	45
XII	List of the documents to be submitted along with bid	46
XIII	Near relative certificate	47
<u>FINANCIAL BID DOCUMENT</u>		
XIV	Schedule of Rates	49-50
XV	Price Schedule	51

OFFICE OF THE GENERAL MANAGER, TELECOM DISTRICT, DHENKANAL
TENDER NO. 11003N(b)/OFC/11-12/6 , DHENKANAL DATED:-13.05.2011

SECTION-I, NOTICE INVITING TENDER

Properly sealed tenders (preferably Packing with PVC Tape/Sealing Wax) are invited for and on behalf of BHARAT SANCHAR NIGAM LIMITED by the General Manager Telecom District, Dhenkanal, from the bonafied, contractors having experience in O.F / U.G Cable laying works in last 7(Seven) years ending on 30.04.2011 for a minimum amount of Rs. 2.0(Two) Lacs during any 1(One) year continuous period or less than 1(One) year continuous period inbetween 01.05.2004 to 30.04.2011. The bidders having experience of similar nature of Civil (Earth Excavation and pipe laying) works for minimum Rs. 2.0(Two)Lacs during the period inbetween 01.05.2004 to 30.04.2011 are also eligible.

Sl. No	Name of Work	Approx .Route Km.	Designatio n of site Engineer	Designation of Engineer-in-charge	Estimat ed Cost. (In Rupees)	EMD or BID Security (In Rupees)
01	PLB PIPE LAYING AND O. F. C. PULLING WITH ASSOCIATED WORKS FROM TALABEDA M/W STATION TO PMIT COLLEGE IN TALCHER TEHSIL OF ANGUL DISTRICT UNDER SDOT-TALCHER OF DHENKANAL TELECOM DISTRICT	2.7Km	SDOT-Talcher	AGM(NWO-CFA), Nalconagar	Rs. 2,84,000/-	Rs. 7,100/-
02.	Cost of Bid document (Non refundable)	:	Rs. 552/-			
03.	Mode of deposit for both Tender Paper and EMD or BID Security.	:	D.D./B.C. drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal payable at Dhenkanal.			
04.	Tender papers can be had from	:	SDE (MM & Plg), 2nd Floor, O/o. G.M.T.D., Dhenkanal			
05.	Period of issue of Bid documents	:	All working days between 11.00 hours to 16.00 hours From 18.05.2011 to 07.06.2011			
06.	Time and Last date of submission of bid document	:	Up to 13.00 hours of 08.06.2011			
07.	Time and date of opening of bid document	:	At 15.30 Hrs of dt. 08.06.2011 If the date is declared as holiday, then the opening date will be automatically extended to next working day.			
08.	Criteria for issue of Tender paper	:	On payment of cost of Tender paper amounting to Rs. 552/- in the shape of D.D./B.C. drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal payable at Dhenkanal.			
09.	Experience	:	Contractors having experience in O.F / U.G Cable laying works in last 7(Seven) years ending on 30.04.2011 for a minimum amount of Rs. 2.0(Two) Lacs during any 1(One) year continuous period or less than 1(One) year continuous period inbetween 01.05.2004 to 30.04.2011. The bidders having experience of similar nature of Civil (Earth Excavation and pipe laying) works for minimum Rs. 2.0(Two)Lacs during the period inbetween 01.05.2004 to 30.04.2011 are also eligible. The experience for above cited amount of Rs. 2.0(Two) Lacs during period in between 01.05.2004 to 30.04.2011 must be in any units of BSNL/MTNL/ any PSU /any state Govt. Department / any Central Govt. Department / any licensed private Telecom Service provider and the experience certificate for the same should have been issued by the officer of the level of minimum STS group A Officer or equivalent.			
10	Rejection of Tender	:	Unsealed, late receipt, incomplete tender, ambiguous and conditional tender will be automatically rejected.			
11.	Down loaded Tender form	:	Down loaded Tender document from the website must contain D.D/B.C of Rs 552/- as cost of tender document. otherwise the tender will be rejected.			

N.B:- 1) The G.M.T.D, Dhenkanal reserves the right to accept or reject any or all tenders in part or whole without assigning any reason thereof.

For more details please visit us our website :- www.orissa.bsnl.co.in

AGM(HR & Admn)
O/o GMTD, Dhenkanal

Signature of the Bidder

SECTION - II

BID FORM

TENDER NO. 11003N(b)/OFC/11-12/5 , DHENKANAL DATED:-13.05.2011

To,

The General Manager, BSNL,
Telecom District, DHENKANAL

Dear Sir,

Having examined the conditions of contract and specifications including addenda No.....the receipt of which is hereby duly acknowledged. We undersigned, offer to execute the work of optical fibre cable construction work **in Talcher tehsil of Angul district under SDOT-Talcher of Dhenkanal Telecom District** in conformity with said drawings, conditions of contract and specifications attached herewith and made part of the bid.

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

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening (qualifying bid) and it shall be remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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 / Work Order.

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

Dated this2011

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for

and on behalf of

Witness

Address

Signature

Signature of the Bidder

SECTION – III
TENDERER' S PROFILE
General

Passport size
Photograph (To be
pasted) of the
Tenderer / authorized
Signatory holding
Power of autonomy with
signature on the front
side of Photo graph
overlapping the form

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. Telephonic address

5. Tel. Nos. with STD code (O)(Fax).....(R)

Mobile No..... E-mail address.....

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/ Partner / Directors

.....

Signature of the Bidder

8. Contractor's Registration Certificate details:

- a) Category
- b) Number
- c) Issuing Authority
- d) Issued on
- e) Valid up to

9. Tenderer's bank, its address and his current account number
.....

10. PAN & 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 cable laying per day (in meters)
- c) Capacity of pulling cable through duct per day (in meters)
- d) Capacity of engaging mazdoors per day

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

Place :

Date :

Signature of tenderer/Authorised signatory

Name of the tenderer

Seal of the tenderer

SECTION – IV
INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS :

- a) **Department/BSNL** : BSNL means Bharat Sanchar Nigam Limited
(A Government of India Enterprise) under the Department of Telecommunications, ministry of Communications & IT which invites the tenders on behalf of the President of India. All references with Department/BSNL means:-
Chief General Manager
Principal General Manager
General Manager
Deputy General Manager / Area Manager / Director / TDM
Divisional Engineer
Sub Divisional Engineer
Junior Telecom Officer
Chief Accounts Officer
Accounts Officer
Assistant Accounts Officer
Junior Telecom Officer
Including other officers/executives in the department/BSNL, whatever designation assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL under the Department of Telecommunications, the Ministry of Communications & IT, Government of India.
- c) The SSA Head: Means The General Manager Telecom DHENKANAL and his successors.
- d) The jurisdiction of the SSA Head : The jurisdiction of the General Manager Telecom means the DHENKANAL Telecom District which coincides geographically with Dhenkanal, Talcher, Angul.
- e) Representative of the SSA Head : Representative of General Manager Telecom means Officer and staff for the time being deputed by the General Manager Telecom for inspecting or supervising the work or testing etc.
- f) **Engineer-In-Charge:** The Engineer - In-Charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract. (Minimum Divisional Engineer level Officer).
- g) **Site Engineer:** Site Engineer shall mean an SDE/SDO of the BSNL who may be placed by the General Manager Telecom, DHENKANAL, as in-charge of the work at site at any particular period of time.
- h) A/T Unit : A/T unit shall be mean Acceptance and Testing unit of the BSNL.
- i) A/T Officer : An Officer authorized by the General Manager Telecom DHENKANAL to conduct A/T.
- j) Contract : The term contract means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- k) Contractor: The contractor shall mean, the individual, firm or company enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual

- or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- l) Work : The expression "Works" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- m) Schedule(s) : Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- n) Site : The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path, or street which may be allotted or used for the purpose of carrying out the contract.
- o) Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- P) Extension of time: Extension of time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- q) Date of commencement of work: Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- r) Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- s) Duration of work completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- t) Excepted risk : Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of BSNL damages from aircraft, other causes over which, the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

2. ELIGIBILITY OF BIDDERS

As per Clause No-7

3. BID DOCUMENTS

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

3.1.1 Qualifying Bid :

3.1.1.1 Notice Inviting Tender

3.1.1.2 Bid Form

3.1.1.3 Tenderer's profile

3.1.1.4 Instructions to Bidders

3.1.1.5 General (commercial) conditions of the contract.

3.1.1.6 Special conditions of contract

3.1.1.7 Scope of work and jurisdiction of the contract

3.1.1.8 O.F. cable construction specifications

3.1.1.9 Material security bond form

3.1.1.10 Agreement (Sample)

3.1.1.11 Letter of Authorization for attending bid opening

3.1.1.12 List of documents to be submitted along with bid.

3.1.1.13 Near relative certificate

3.1.2 Financial Bid

3.1.2.1 SOR

3.1.2.2 Price Schedule.

- 3.2 The bidder is expected to examine all instructions, forms, terms and specification in the bid document. 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 or cable at the department's mailing address indicated in the invitation for Bids. The Department shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the department shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the Department will form part of the bid document.

5. AMENDMENT OF BID DOCUMENTS

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

B. 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 conduct or outcome of the bidding process.

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

i) The bidder shall furnish, the (d) and (e) as below inside the first sealed inner envelop and all other documents that is all documents from (a) to (n) except (d) & (e) inside the second sealed inner envelop along with the Technical bid portion of the bid document. These documents from (a) to (n) must be submitted inside first & Second sealed inner envelops as said above to establish bidder's eligibility:-

- a) **Self-Attested photo copy of the valid Registration of individual Contractor / Firm.**
- b) **Self-Attested Photo copy of PAN Card.**
- c) **Self-Attested Photo copy of Experience Certificate as per NIT.**
- d) **Cost of Tender/BID Document as per NIT (As per Sl. No. 02.)**
- e) **EMD(Bid Security) as per NIT (as per column No. 07 of Sl No- 01 of NIT).**
- f) **Self-Attested photo Copy of valid EPF Registration Certificate.**
- g) **Self-Attested Photo copy of Valid ESI Registration Certificate.**
- h) **Self-Attested Photo copy of valid Labour Registration Certificate from any officer under CLC (Central), New Delhi.**
- i) **Self-Attested Photo copy of Valid Service Tax Registration Certificate.**
- j) **Declaration stating that none of his family members or near relatives are working in BSNL. (Proforma to be filled up and submitted along with technical bid inside second sealed inner envelop as given in section - XIII)**
- k) **Tender document(s) must be submitted, in original, duly filled in and signed by tenderer or his authorized representative along with seal and signature on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.**
- l) **Tenderer's profile duly filled in, as per section-III of the technical bid portion of tender document.**
- m) **Original "Power of Attorney" in case person other than the tenderer has signed the tender documents must be submitted along with technical bid inside sealed inner envelop number "Second".**
- n) **The tenders submitted by Partnership firms should furnish attested photocopy of "Partnership Deed" duly registered.**

II) The tender is liable for rejection, if any of the document stated in clause No-7 (i) is found missing at the time of opening of the Technical bid. Submission of any document submitted after opening of Technical Bid is not acceptable.

8. BID SECURITY / EMD

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) @ 2.5% of estimated cost of Tender for an amount of Rs. 7,100/-, in the form of DD or BC as mentioned in SI No- 03 of NIT. 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 bid security's forfeiture, pursuant to para 8.7.
- 8.3 Bid Security shall be paid in the form of Crossed Demand Draft or BC issued by a scheduled bank, drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal, payable at Dhenkanal.
- 8.4 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the Department as non-responsive.
- 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL.
- 8.6 The successful bidder's bid security will compulsorily be converted to part performance security deposit in accordance with clause: - 25.2.
- 8.7 The bid security / EMD shall be forfeited ;
- 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the department or
- 8.7.3 if at any time the documents / Certificates submitted by the bidder found to be false or fabricated. This may lead to black listing of the bidder.
- 8.7.4 In case of a successful bidder, if the bidder fails :
- (i) to sign the agreement in accordance with Section -IV, clause -25,
 - (ii) to furnish Material Security in accordance with clause-5 of Section-V.

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies in case of works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by BSNL at the sub-divisional store depot or otherwise to execute the work under the contract, to site at his/their own cost.
- 9.2 Prices shall be quoted by the bidder as per Price schedule .The prices quoted at any other place shall not be considered.
- 9.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10. PERIOD OF VALIDITY OF BIDS

- 10.1 Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE.
- 10.2 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 no necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

11. SIGNING OF BID

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

C. 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 and cost of Bid document as per NIT.
Second	Qualifying Bid	Containing documents as per clause 7 except the bid security and cost of bid document.
Third	Financial Bid	Rates duly quoted by the tenderer in the format that is price schedule.

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

- 12.2 All envelopes (3 inner & one outer) must bear the following :
Tender for OF Cable pulling with associated works from Talabeda M/w station to PMIT College in Talcher of Dhenkanal Telecom District"

"NOT TO OPEN BEFORE 08-06-2011 at 15.30 Hrs "
(Tender No11003N (b)/OFC/11-12/6 dtd 13-05-2011)

(Full Address of the Tendering Authority)

- 12.3 The tender will be bound by all terms, conditions and specifications as per the tender documents.
- 12.4 Any tender with conditions other than those specified in the tender document to be summarily rejected. No modification by the contractor in any of the condition will be permitted after the tender is opened.

13. SUBMISSION OF BIDS

- 13.1 Tenders should be dropped in person in the tender box placed in the office of **AGM(HR & Admn)**, 1st Floor, O/o G.M.T.D., Dhenkanal before the closing (date & time) of tender, as mentioned in NIT & be addressed to , **AGM(HR & Admn)** 1st Floor O/o the General Manager, Telecom District, Dhenkanal-759001. The tenderer is to ensure the delivery of the bids at the correct address. The BSNL shall not be held responsible for delivery of bid to the wrong address. The slit of 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 G.M.T.D., Dhenkanal or by any of the subordinates or will not be allowed to deposit in the tender box.

Signature of the Bidder

- 13.2 The bids complete in all respect can also be sent by Regd. Post/Speed post /courier service addressing **AGM(HR & Admn)** O/o GMTD, Dhenkanal which should reach before the scheduled date & time. Late receipt of bid will not be opened and will be returned to the bidder unopened by registered post. BSNL authority is not responsible for late receipt of BID by Regd. Post/Speed post /courier service.
- 13.3 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reason for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NIT's have been published. If the date of opening of bid is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 13.4 The BSNL if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
14. LATE BIDS
- 14.1 Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.
15. MODIFICATIONS AND WITHDRAWAL OF BID
- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

D. BID OPENING AND EVALUATION

16. OPENING OF BIDS BY THE DEPARTMENT
- 16.1 The BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend the scheduled date & time as per NIT. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in this tender document).
- 16.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bids shall be opened in the following manner :
- 16.3.1. The bid opening committee shall count the number of bids and numbers to the bids. For example, if 10 tenders have been received the bid shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- 16.3.2. The envelopes containing the tender offer and not properly sealed, as required vide Para 12 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- 16.3.3. First the outer envelope containing the three envelopes will be opened. The committee shall initial on all three envelopes with date.
- 16.3.4. Among these three envelopes, the envelope marked "BID SECURITIES" will be opened first and examined.

- 16.3.5. The bidders who have submitted proper bid security as per tender documents "QUALIFYING BID" shall be opened and papers/documents submitted by bidder shall be examined and recorded by the TOC. After opening the bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- 16.3.6. After recording of the "Qualifying Bid" the TOC will place all the financial bids submitted by the bidder in an envelope and will properly sealed by wax/packaging PVC tape 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 the bidders who have qualified in qualifying bid and their representative shall attend the financial bid opening.
- 16.4.3 After opening the "financial bid" the bidder's name, bid prices, modifications, bid withdrawals and such other details as the Department, at its discretion may consider appropriate, will be announced at the opening.
- 16.4.4 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.
- 17 CLARIFICATION OF BIDS BY THE DEPARTMENT
To assist in examination, evaluation and comparison of bids, the department its discretion asks 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, pursuant to clause 16, the Department will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The Department's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.4 A bid, determined as substantially non-responsive will be rejected by the Department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 18.5 The department may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.
19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS
- 19.1 The department shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.
- 19.2 The evaluation and comparison of substantially responsive bids shall be done on the basis of rates quoted in price schedule of financial bid accordance with the %age of SOR(Below or At Par or Above) and accordingly the lowest bidder will de decided.
20. CONTACTING THE DEPARTMENT
- 20.1 Subject to clause 17 no bidder shall try to influence the department on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 20.2 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 consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 21.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the Contractor.

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

- 22.1 BSNL at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.
- 22.2 The estimated cost of work is as mentioned in the Notice Inviting Tender. The actual value of work may vary based on the actual requirement but generally being limited to $\pm 25\%$ of the indicated value.
- 22.3 In exceptional situation where the requirement is of an emergent nature and it is necessary for continuation of works, the G.M.T.D., Dhenkanal reserves the right to increase up to 50% of the quantum of works specified in the schedule of requirement contained in the running tender /contract within a period of 12 months from the earliest date of acceptance of tender at the same rate with the existing approved contractor with the same terms and conditions specified in the tender.

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

24. ISSUE OF LETTER OF INTENT

- 24.1 The issue of letter of intent shall constitute the intention of the department to enter in to the contract with the bidder. Letter of intent will be the issued as offered to the successful bidder.
- 24.2 The bidder shall within 15 days of issue of letter of intent, give his acceptance with material security in conformity with clause 5 of Section -V, provided with the bid documents.

25. SIGNING OF AGREEMENT

- 25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the department within 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 or EMD @2.5% of estimated cost of tender deposited by the successful bidder shall be compulsorily converted in to the part performance security deposit which will be held by the BSNL till the completion of warranty period.

26. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause-24 & 25 shall constitute sufficient ground for the annulment of the award for forfeiture of bid security, in which event; the department may make the award to any other bidders at the discretion of the department or call for new bids.

SECTION – V

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION**
The General conditions shall apply in contracts made by the department for execution of O.F. Cable construction works.
2. **STANDARDS**
The works to be executed under the contract shall conform to the standards prescribed in the OF Cable construction practices.
3. **PRICES**
 - 3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
 - 3.2 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period.
4. **SUB-CONTRACTS**
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 DEPOSIT :-**
 - i) **Material Security Deposit:-**
 - (a) The successful tenderer will have to deposit material security as mentioned in the scope of work for an amount of Rs.1(One) Lac in the form of bank guarantee (valid up to and including six months after, the period of the contract) from a scheduled bank in favour of Accounts Officer (Cash), BSNL, O/o GMTD, Dhenkanal 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 Accounts Officer (Cash), BSNL, O/o GMTD, Dhenkanal issued by a Scheduled bank and payable at Dhenkanal. The Material Security will be a non interest bearing deposit for any period what so ever. The PLB pipes of 2.7Kms. @Rs. 35.00 per meter approximately costing to around Rs. 94,500.00 is required to be issued by SDOT, Talcher to the contractor initially who will utilize the same for laying inside excavated OFC trenches and then re-fill all the trenches. After that only, the OFC cable of around 3.0 Kms. @Rs32.00 per meter approximately costing to around Rs. 96,000.00 will be issued by SDO to contractor for pulling this 3.0Kms OFC from end to end. Thus, at no point of time, the cost of material available with the contractor will be more than Rs. 1.0(One) Lac and hence Material Security deposit is fixed as Rs. 1.0(One) Lac only.
 - (b) The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more store has to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the SSA head shall be final and binding.
 - (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 due certificate**” from **Engineer-In-charge**”.
 - (ii) **Performance Security Deposit:-**
 - (a) The contractor shall permit the department, at the time of making any payment to him for work done under the contract, to deduct such sum in addition to the sum already deposited as security deposit (Due to conversion of bid security) as amount to the tune of 7.5 % of running bills/final bill.
 - (b) The proceeds of the performance Security deposit shall be payable to the department as compensation for any loss resulting from the contractor's failure to complete its obligation under the contract.
 - (c) The performance Security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document.
 - (d) No interest will be paid to the contractor on security deposit.

6. ISSUE OF WORK ORDERS AND TIME LIMIT

- 6.1 The work orders shall be issued by the G.M.T.D., Dhenkanal or his authorized officer of O.F. Cable construction works after examining the technical and planning details of the works to be executed.
- 6.2 If due to any reason partial work order is to be issued then the same shall be issued with the approval of G.M.T.D., Dhenkanal.
- 6.3 The G.M.T.D., Dhenkanal or his authorized officer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- 6.4 The G.M.T.D., Dhenkanal reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority, the contractor is not executing the work at the required place.

7. EXTENSION OF THE TIME LIMIT

7.1 General

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

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

- 7.2.1. There may be some hindrances, other than covered under force *majeure*, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part – A) to the engineer-in-charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of OF cable construction work) with his detailed report and photocopy of the hindrance register, in the prescribed Form (Part-B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain 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.
- 7.2.2. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- 7.2.3. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom. Officer competent to grant the extension of time.
- 7.2.4. The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent Authority of EOT shall be issued under the signature of the Engineer in-charge.

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

7.3 Grant of Extension of Time without Applications

7.3.1. There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to the department. In such cases, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time suo-moto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The Government will, however, not be liable to the contractor for any losses of damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

8.1 MEASUREMENT

8.1.1 The measurement books are to be maintained by the officer-in-charge of the work or his immediate engineering subordinate not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned.

8.1.2 Responsibility of taking and recording measurements: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where Junior Telecom Officer, is supervising officer shall be responsible for conducting test check of 50% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.

8.1.3 Method of recording of nomenclature of items : Complete nomenclature of items, as given in the agreement need not be reproduced in the measurement book for recording the measurements but corresponding Item Code as provided, shall be used.

8.1.4 Method of Measurements : The measurements of the work shall be done for activity wise as and when the item of work is ready for measurement. The methods of measurement of various items are enumerated as under :

- Measurement of depth of trenches

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

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

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

- Measurement of Lengths and profiles of strata and protection
The measurements of length of trenches are on running meter basis, irrespective of type of soil encountered while digging.

The type of protection provided (item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

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

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

8.1.6 The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document 'procedures for underground cable construction' and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks, however such test pits shall not be more than 10% of the cable laying work.

8.1.7 Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the 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 QUALITY CONTROL

8.2.1 The Quality of Works : The importance of quality of Optical Fibre Cable Construction works cannot be over-emphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges depends up on quality of laying of Optical Fibre Cable. Further, the OF Cables are vulnerable to damages due to work of other agencies.

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

- 8.2.3. It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.
- 8.2.4. An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).
- 8.2.5. In addition to Acceptance Testing being carried out by A.T. Wing and supervision by Construction Officers, all works at all times shall be open to inspection of the department. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.
- 8.2.6. Site Order Book : The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. In these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

8.3 TESTING AND ACCEPTANCE TESTING

- 8.3.1 The work shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.
- 8.3.2 Scope of Acceptance and Testing : The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurement for the purpose of billing and contractual obligations. However, if the Measurements taking by A.T. Officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. Office shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The Contractor shall be obligated to remove defects/deficiencies pointed out by the A/T Officer without any additional cost to the department.
- 8.3.3 Offering the work for acceptance and testing : The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.
- 8.3.4 The contractor shall provide labour, if demanded by the A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

9. WARRANTY

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

- 9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions material so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the department, the Department may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the Department may have against the contractor in respect of such defects.
- 9.3 The O.F. Cable laid shall be guaranteed for a period of one year from the date of laying.
- 9.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

10. AUDIT AND TECHNICAL EXAMINATION

- 10.1 Government shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.
- 10.2 Provided that Government shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the G.M.T.D., Dhenkanal or his sub-ordinate officer.
- 10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government.

11. PAYMENT TERMS

11.1 PROCEDURE FOR PREPARATION AND SETTLEMENT OF BILLS

- 11.1.1 All items of work involved in the work order shall be completed in all respects before preferring the bills for the work. The provision of running bill has been made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time. The procedure for preparation of running and final bills is enumerated as under :

11.1.1.1 PROCEDURE FOR PREPARATION, PROCESSING AND PAYMENT OF RUNNING BILLS

The contractor shall prepare the running bills in triplicate ensuring execution of part work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to S.D.E. in-charge of work. The bills shall be prepared accurately and as per measurement recorded in the measurement book. The S.D.E. in-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the S.D.E. to ensure whether the defects pointed during execution have been rectified or not. The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates and submit the running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.

- ❑ First copy of bill with first copies of measurement sheets of measurement book (Payable Copy)
- ❑ Second copy of bill with second copies of measurement sheets of measurement book. (Not for payment)
- ❑ Third copy of the bill with photocopies of measurement sheets (Not for payment)

Signature of the Bidder

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

11.1.1.3 The office cell dealing with OFC bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bill. Against any running bill, payment to the extent of any 90% shall be made which shall be treated as an advance to the contractor. 7.5 % (Seven and half percent) of the bill amount towards Performance Security Deposit and Statutory taxes (Income Tax etc.) applicable to contract shall be deducted at the time of payment from each running bill. Account payee Cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contract's ledger by Work Section of the Planning Cell.

11.1.1.4 The exceptional cases where work required for preferring a Running Bill can not be completed within reasonable time due to non-availability of stores or any other reason and where the department is responsible for delay, the concerned D.G.M. may permit payment of running bill (prepared without completing the work end-to-end for that unit of work) to the extent of 70% so that the contractor does not face resource crunch. Such payment shall be treated as an advance payment to the contractor like any other Running Bills.

11.1.2 Procedure for preparation, processing and payment of final bill : The contractor shall prepare the final bill in triplicate & acceptance and testing of all the works and submit the same to S.D.E. in-charge of work within 30 days of acceptance and testing and payment shall be made within three months if the amount of the contract is upto Rs. Two lac and in six months if the same exceed Rs. Two lacs, of the submission of such bill. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details :

- ❑ The bill for all the quantities as per Measurements at the approved rates.
- ❑ Adjustment of amount received against running bills.
- ❑ Adjustment of performance security deposit and statutory taxes already recovered.
- ❑ Store reconciliation statement furnishing account of stores received against the work order and returned to the designated Store godown as surplus with requisite verifications from store-in-charge/S.D.E. in-charge of work.
- ❑ Letters of grant of E.O.T(s), if work could not be completed within stipulated time. Six sets of bound documentation.

11.1.2.1 The S.D.E. in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The S.D.E. shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T Officer). The S.D.E. in-charge of work shall submit the final bills, along with other documents mentioned above, with the documents as mentioned hereunder to the Divisional Engineer, in-charge of work.

- ◆ Bill prepared by the contractor.
- ◆ Material reconciliation statement.
- ◆ Measurement Book.
- ◆ A/T Certificates.
- ◆ The site order Book.
- ◆ The hindrance register.
- ◆ Details of recoveries/penalties for delays, damages to Departmental/third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

Signature of the Bidder

11.1.2.2 The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by S.D.E. along with the bills as above to the higher office for processing and final payment.

11.1.2.3 The office cell dealing with OFC bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work other issued, sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all the liabilities of the Contractor and statutory taxes besides 10% payments against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.

11.2 PROCEDURE FOR PAYMENT FOR SUB STANDARD WORKS

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

11.2.2 Timely action by Construction Officers : Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of construction Officers to point out the defects in work in time during progress of the work The Junior Telecom Officer/Sub Divisional Engineer Responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the sub standard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the sub standard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

11.2.3 Non-reporting of the sub standard work in time on the part of Construction Officer (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.

11.2.4 Authority and Procedure to accept sub standard work and payment thereof

There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the Head of SSA, the items in question will not materially deteriorate the quality of service provided by the construction, the head of SSA shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one SDE and an Accounts Officer as members. The Committee shall take into account the approximate cost of material/work pointed out as sub standard and recommend the rates payable for sub standard work, which shall not exceed 60% of the approved rates of the item in question.

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

12. DISPOSAL OF EMPTY CABLE DRUMS

The Contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking in to account the prevailing market rates has fixed the cost of Optical Fibre cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.

13. PENALTY CLAUSE

13.1 Delays in the contractor's performance

13.1.1 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the Department. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 0.25 percent of the billed amount per day of delay in completion of work, subject to a maximum of 10(ten) percent of the cost of the work awarded.

13.1.2 On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instruction from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.

13.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

13.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the G.M.T.D., Dhenkanal will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit/Performance BG.

13.1.5 The G.M.T.D., Dhenkanal reserves the right of cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.

13.2 PENALTY FOR CAUSING INCONVENIENCE TO THE PUBLIC

13.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of cable laying by digging paved surfaces. In the event of contractor falling to comply with, these conditions, a penalty of recovery upto Rs. 300/- per day the trench is 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.

13.2.2 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt./Public place, which may cause inconvenience to Govt./Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the department is at liberty to dispose off 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/security deposit/along with the costs incurred by the department in disposing off such materials. The Department may also levy a penalty upto Rs. One thousand for each such default.

13.2.3 If any such penalty is levied on a contractor for more than 2 occasions, then his her contract could be terminated. In this regard the decision of G.M.T.D., Dhenkanal shall be final and binding.

13.3 PENALTY FOR CUTTING/DAMAGING THE OLD CABLE

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

Size of existing UG/OF Cables cut/damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs. 500.00 (Five Hundred)
Above 100 pairs & up to 400 pairs	Rs. 1,000.00 (One thousand)
Above 400 pairs	Rs. 2,000.00 (Two thousand)
OF Cable of any size	Rs. 5,000.00 (Five thousand)

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

13.4 PENALTY TO DAMAGE STORES/MATERIALS SUPPLIED BY THE DEPARTMENT WHILE LAYING

13.4.1 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 case of execution of the work, if any material is found damaged/working unsatisfactorily, then a penalty equivalent to the cost of material + 10% as penalty shall be recovered from the contractor's payment/securities.

13.4.2 However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores

14. RESCISSION/TERMINATION OF CONTRACT

14.1 Circumstances for rescission of contract : Under the following conditions the competent authority may rescind the contract :

- a) If the contractor commits breach of any item of terms and conditions of the contract.
- b) If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c) If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

14.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Government as under :

- 14.2.1. Measurement of Works executed since the date of last measurement and upto the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
- 14.2.2. The unused material (supplied by the Department) available at site shall be transported back by the department to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents, *ibid*.
- 14.2.3. The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3---) at their quoted rates. If the work was awarded on single tender basis then the department shall get the unexecuted work completed through any other contractor approved in the SSA at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the Department at the risk and cost of the contractor. In such a event no compensation shall be payable by the Government to the contractor towards any inconvenience/loss that he may be subjected to as a result or such an action by the Government. In this regard the decision of G.M.T.D., Dhenkanal shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or any other account whatsoever any where in the department or from a security deposit.
- 14.2.4. The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

14.3 TERMINATION FOR INSOLVENCY

- 14.3.1 The Department may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the 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.

14.4 OPTIONAL TERMINATION BY GOVERNMENT (OTHER THAN DUE DEFAULT OF THE CONTRACTOR)

- 14.4.1 The Government may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which even the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.
- 14.4.2 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the Government or as the Government may direct.
- 14.4.3 The Government may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

14.5 ISSUANCE OF NOTICE

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

14.5.2 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice :

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

15. INDEMNITIES

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

15.2 The contractor shall at his own cost at the Government's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the Government.

16. FORCE MAJEURE

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

16.2 Provided also that if the contract is terminated under this clause, the 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 in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the Department may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the Department elect to retain.

Signature of the Bidder

17. ARBITRATION

- 17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Orissa Telecom Circle, 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 Chief General Manager, Orissa Telecom Circle, Bhubaneswar) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or the said officer. The agreement to appoint an arbitration will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any other matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Orissa Telecom Circle, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 17.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, Orissa Telecom Circle, Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed :
- 17.3.1. In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 17.3.2. There should not be a joint submission with the contractor to the sole Arbitrator.
- 17.3.3. Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 17.3.4. The onus of establishing his claims will be left to the contractor.
- 17.3.5. Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 17.3.6. The 'points of defence' will be based on actual conditions of the contract.
- 17.3.7. Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 17.3.8. The question whether these conditions are equitable shall not receive any consideration in the preparation of 'points of defence'.
- 17.3.9. If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.
18. SET OFF
- 18.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Department or the Govt. or any other person or persons contracting through the Govt. or such other person or persons for payment of a sum of money arising out of this contract made by the contractor with Department or Govt. or such person or persons contracting through Govt. of India.

SECTION-VI**SPECIAL CONDITIONS OF CONTRACT**

1. GENERAL
 - 1.1 The work shall be accepted only after Acceptance Testing carried out by A/T team, designated by the Department/BSNL, as per prescribed schedule and work/material passing the test successfully.
 - 1.2 The G.M.T.D., Dhenkanal 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 G.M.T.D., Dhenkanal reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
 - 1.4 The G.M.T.D., Dhenkanal reserves the right to counter offers price(s) against price(s) quoted by any bidder.
 - 1.5 Any clarification issued by G.M.T.D., Dhenkanal, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
 - 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
 - 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
 - 1.8 The work in each section may be split up between two or more contractors or each section may be awarded to one contractor or accept any tender in part and not entirely if considered expedient by the G.M.T.D., Dhenkanal.
 - 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of G.M.T.D., Dhenkanal shall be final.
 - 1.10 If any time after the commencement of the work, the G.M.T.D., Dhenkanal may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the G.M.T.D., Dhenkanal shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he had any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
 - 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the G.M.T.D., Dhenkanal shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any G.M.T.D., Dhenkanal promissory notes etc., forming the whole or part of such security or running/final bill pending against any contract with the G.M.T.D., Dhenkanal. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with G.M.T.D., Dhenkanal. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to G.M.T.D., Dhenkanal on demand the balance remaining due.
 - 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

- 1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified the G.M.T.D., Dhenkanal 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 G.M.T.D., Dhenkanal on behalf of the President can terminate the contract without compensation to the contractor. However, G.M.T.D., Dhenkanal, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of G.M.T.D., Dhenkanal shall be the final.
- 1.15 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- 1.16 Interpretation of the contract document :
- 1.16.1 The representative of G.M.T.D., Dhenkanal 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 G.M.T.D., Dhenkanal whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of this supervisory personnel with the contents of all the contract documents.
- 1.17 NOTIFICATION
- 1.17.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as director or required.
- 1.18 SHUT DOWN ON ACCOUNT OF WEATHER CONDITIONS
- 1.18.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the Government or deemed advisable on account of bad weather conditions or other Force majeure conditions.
2. STORES SUPPLIED BY THE DEPARTMENT
- 2.1 At no point of time the contractor shall be issued stores of value more than the contractor's material security as per clause number 5 of section-V. If at all the work required more amount of materials to issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it.
- 2.2 The contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to the site of work at his own cost. The Department shall not pay any transportation charges to the contractor.
- 2.3 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 G.M.T.D., Dhenkanal. In-case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the Department at a place informed to him by 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 or from any other security.
- 2.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the Department, which in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.

- 2.5 The contractor shall submit a proper account every month of all the materials supplied to him by the Department and those consumed for items of work any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "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, storage charges etc.
- 2.6 The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the G.M.T.D., Dhenkanal at the later designated store in good condition, free of charges, 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 licence necessary to do its work except for the following which shall be provided by the Representative of the G.M.T.D., Dhenkanal.

- (a) "Right of User" easements and permits.
- (b) Railway and Highway crossing permits including bridge.
- (c) Canal / Stream crossing permits.

- 3.2 The contractor shall be fully responsible for angling and obtaining all necessary easement, permits and licences, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.3 The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and /or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the Divisional Engineer.
- 3.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, Telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.
- 3.5 At location where the OF 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 or government or local agencies having jurisdiction.
- 3.6 If the department is not able to provide above mentioned permits etc. in time then the extension of time limit should 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 and the satisfaction of the department in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Department and / or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of G.M.T.D., Dhenkanal 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 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 and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the Department from and against the same or any default by the contractor in the payment thereof.

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES

- 6.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the Department regulations as to placing of warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs. 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires 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.
- 6.3 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in public street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- 6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5 The contractor shall be solely liable for all expense for and in respect of repairs and/or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the Department from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the Department shall promptly repair any damage incurred.
- 6.6 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

7.1 OBTAINING LICENCE BEFORE COMMENCEMENT OF WORK

The contractor shall obtain a valid contractor licence under the Contract (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil 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 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 7.2.1.2. When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid 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, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- 7.2.1.4. Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 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, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

Signature of the Bidder

7.2.3 PAYMENT OF WAGES

- 7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 7.2.3.5 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 7.2.3.6 Wages due to every worker shall be paid to him direct or to 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 who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 7.2.3.11 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under this signature at the end of the entries in the "Register of Wages" as the case may be, in the following form :-

"Certified that the amount shown in the column No..... has been paid to the workman concerned in my presence 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 i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction, which the Central Government may from time to time, allow.
- 7.2.4.2. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 7.2.4.3. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 7.2.4.4. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7.2.5 LABOUR RECORDS

- 7.2.5.1 The contractor shall maintain a Register of Persons employed on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.
- 7.2.5.2 The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R&A) Rules 1971.
- 7.2.5.3 The contractor shall maintain 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 in such form as may be convenient at the work place but the same shall include the following particulars :
- (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident
 - (f) Time and date of accident
 - (g) Date and time when admitted in hospital
 - (h) Date of discharge from the hospital
 - (i) Period of treatment and result of treatment
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act.
 - (l) Date of payment of compensation.
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed
 - (o) Remarks.
- 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, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 7.2.6.4 The card shall remain in possession of the worker during the wage period under reference.
- 7.2.6.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 7.2.6.6 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

7.2.7. EMPLOYMENT CARD

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

7.2.8. SERVICE CERTIFICATE

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

7.2.9 PRESERVATION OF LABOUR RECORDS

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

7.3 POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorised 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 be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

7.5 INSPECTION OF BOOKS & 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.

8.0 INSURANCE :

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

8. COMPLIANCE WITH LAWS AND REGULATIONS

- 9.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or department, municipal board, government or other regulator or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the Government harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

10. TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for de-watering or trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing 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.

11. EXTENSION OF TENDER.

a) Until unless intimated to the contractor about the expiry of the normal period of contract within last one month of the period of contract, the tender will automatically be extended for a further period of 3 (Three) months at the same terms, conditions & approved rates if, desired by BSNL authority. The contractor must not deny for execution of the tender work in this case.

b) The GMTD, Dhenkanal reserves the right for extension of tender for a further period of one year after expiry of normal contract period at the same terms, conditions & rates approved earlier by giving prior notice before 15 days to the contractor, if desired by the BSNL authority & agreed by the contractor. In this case the contractor has to submit the performance security for the extended period of contract & to execute the agreement again to continue the tender work. The period of performance security should be Six months more than the period of contract / Agreement.

SECTION-VII

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. SCOPE OF WORK

1.1 The Optical Fibre Cable is laid through PLB / PLBE Pipes buried at a nominal depth of 165 cms. The steps involved in OF Cable construction are as under :

i) Excavation of trench upto a nominal depth of 165 cms., according to Construction specifications along National/State Highways/other roads and also in city limits as mentioned in the notice inviting tender.

ii) Laying of PLB Pipes/coils coupled by PLB sockets in excavated trenches, on bridges and culverts, drawing of 6 mm Polypropylene para pro rope (P.P.Rope) through the PLB Pipes/coils as per Construction Specifications and sealing of PLB pipe ends at every manhole by PLB end caps of suitable size.

iii) Providing of mechanical protection by R.C.C. Pipes/GI pipes and/or concreting/chambering according to construction specifications, wherever required.

iv) Fixing of GI Pipes / troughs with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary.

v) Back filling and dressing of the excavated trenches according to construction specifications.

vi) Opening of manholes (of size 3 meters x 1 meters x 1.65 meters depth), replacing existing 6mm P.P. ropes by 8 mm P.P. rope (from manhole to manhole) for ensuring smooth passage for pulling the cable. Pulling of Optical fibre Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the PLB Pipes, putting split PLB pipes and split RCC pipes with proper fixtures over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.

vii) Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilometers of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-cast jointing chamber of internal diameter of 1.2 meter filling of jointing chamber with clean sand, placing either pre-cast RCC cover or store of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.

viii) Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms. fixing or route indicator/joint indicator, concreting and back filling of pits. Painting of route indicators with yellow colour and joint indicator by red colour and sign writing denoting route/joint indicator number, as per construction specifications.

xi) 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. The contractor shall be responsible for transporting the materials, to be supplied by the department or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

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.

1.2.2.1 It shall be obligatory on part of the contractor to dispose of the empty cable drums at his / their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/were issued or from any other amount due to the contractor or the Security Deposit.

1.2.2.2 The contractor shall not be allowed to dump the empty cable drums in Govt./Public place, which may cause inconvenience to the department/public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Department shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the bill/security deposit/any other amount due to the contractor.

1.2.3 Supply of Materials : There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement, Wire Mesh and Steel for protection, etc., besides using other consumables which do/don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

2. VALUE OF WORK

The estimated cost of work is as mentioned in the Notice Inviting Tender. The actual value of work may vary based on the actual requirement but generally being limited to $\pm 25\%$ of the indicated value. Contractor have to lay OFC works in addition to this works. However in any case work order for OFC spur route will not exceed 25% of the indicated KM value.

In exceptional situation where the requirement is of an emergent nature and it is necessary for continuation of works, the G.M.T.D., Dhenkanal reserves the right to increase up to 50% of the quantum of works specified in the schedule of requirement contained in the running tender /contract within a period of 12months from the earliest date of acceptance of tender at the same rate with the existing approved contractor with the same terms and conditions specified in the tender.

SECTION - VIII

OPTICAL FIBRE CABLE CONSTRUCTION SPECIFICATIONS

The Detailed Optical Fibre construction Specifications are given as follows and the bidders are advised to go through the specification before quoting for bid.

(1) THE WORK INVOLVES :

- a) Excavation of trench upto nominal depth of 165 cms. according to Construction Specification along National/State Highways and also in city limits as mentioned in the notice inviting tender.
- b) Laying of PLB pipes and drawing of nylon rope through the same as per Construction Specification.
- c) Laying of GI and/or RCC pipes as additional protection for the PLB pipes at rail/road crossings, built up area/city limits, on culverts, bridges and also stretches where depth of the trench is less than 120 cms. as per construction specifications.
- d) Chambering or concreting according to construction specification, wherever required.
- e) Reinstatement of the excavated trench according to Construction specification.
- f) Fixing of MS Clamps for suspending GI pipes/GI troughs at culverts, bridges and/or chambering or concreting for GI pipes or troughs wherever necessary.

NOTE : The PLB pipes can be of 75 mm dia and 50 mm dia with collar jointing arrangement or spigot, GI pipe shall mean 100 mm dia and 75 mm dia with coupling arrangement, GI troughs shall mean 76 x 76 mm; RCC pipe shall mean class NP2 upto 300 mm dia with collar or spigot and socket jointing arrangement.

2) DEPTH AND SIZE OF THE TRENCH :

- (a) Depth and size of trench mentioned in this clause are Standardized measurement and applicable to normal site condition where surface is generally uniform. Site Engineer shall be the authority to decide the depth of trench.
- (b) The depth of the trench from top of the surface shall not be less than 165 cms unless otherwise permitted. The width of the trench shall be sufficient to lay the requisite number of PLB/GI/RCC pipes and also concreting wherever required.
- (c) When trenches are excavated in slopes, uneven ground, inclined portion, the lower edge shall be treated as top surface of land and depth of trench measured accordingly.
- (d) In a certain locations, such as uneven ground, hilly areas and all other places, due to any reason whatsoever it can be ordered to excavate beyond standard depth of 165 cms to keep the bed of the trench as smooth as possible. Near the culverts, both ends of the culverts shall be excavated more than 165 cms. in depth to keep the gradient less than 15 degrees with horizontal.
- (e) If excavation is not possible to the minimum depth of 165 cms. as detailed in sub clauses above, full fact shall be brought to the notice of the Engineer-in-charge in writing giving details of location and reason for not able to excavate that particular portion. Approval may be granted by G.M.T.D. in writing under certain genuine circumstances only. The decision of G.M.T.D. shall be final and binding on contractor.

(3) TRENCHING :

- (a) 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 loses for back filling is not mixed with loose debris. While trenching, the Contractor should not cause damage to any underground installations belonging to others agencies and any damage caused should be made good at his own cost and expense.
- (b) The contractor should provide sufficient width at the trench at all such places, where it is likely to cave in due to soil conditions without any extra payment.
- (c) A minimum free clearances of 15 cm. should be maintained above or below any existing underground installations. No extra payment will be made towards this.
- (d) In order to prevent damage to PLB pipe over a period of time, due to the growth of trees, roots, bushes, etc., the contractor shall cut them if encountered in the path of alignment of trench without any additional charges.
- (e) In large Borrow pits, excavation shall be done not less than 165 cms. in depth and both sides of borrow pit shall be excavated more than 165 cms in depth to keep gradient of bed less than 15 degree with horizontal.
- (f) If not possible as stated in sub clause above, alignment of trench shall be changed to avoid borrow pit completely.

TRENCHING NEAR CULVERTS/BRIDGES AND CAUSEWAYS :

- (g) The PLB pipes shall be laid below the bed at the depth not less than 165 cms. protected by G.I. pipes and brick or concrete chamber as decided by Director (T.I.O, at no extra cost.
- (h) Both ends of culverts shall be excavated more than 165 cms. in depth to keep the gradient not less than 15 degree with horizon. The bed of trench should be as smooth as possible.

(4) LOCATION AND ALIGNMENT OF THE TRENCH :

- (a) In city areas the trench will normally follow the foot path of the road except where it may have to come to the edge of the carriage way when cutting across road with specific permissions from the authorities responsible for maintenance of that road (such permissions will be obtained by the Department). Outside the city limits the trench will normally follow the boundary of the road side land. However, where the road side land is full of burrow pits or a forestation or when the cable has to cross culverts bridges or streams, the trench may be closer to the road edge or in some cases, over the embankment or shoulder of the road (Permissions for such deviations for cutting the embankment as well as shoulder of the road will be obtained by the Department).
- (b) The alignment of the trench will be decided by a responsible Departmental official, not below the rank of S.D.O.. While making the alignment only the centre line will be marked, and the Contractor shall set out all other work to ensure that, the excavated trench is as straight as possible. Contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate marking the centre line without any extra charges.

(5) DEWATERING :

The contractor shall be responsible for all necessary arrangements to remove or pump out water from trench. The contractor should survey the soil condition encountering the section and make his own assessment about dewatering arrangements that may be necessary. No extra payment shall be admissible for this and the tendered rate may take care of this aspect.

(6) METHOD OF EXCAVATION :

- (a) In city limits as well as in built up area, the contractor shall resort to use of manual labour only to ensure no damage is caused to any underground or surface installations belonging to other public utility services and/or private parties.
- (b) However, along the High ways and cross country there shall be no objection to the contractor resorting to mechanical means of excavation, provided that no underground installation existing in the path of excavation if any, are damaged.
- (c) There shall be no objection to resort to horizontal boring to bore a hole of required size and PLB pipe pushed through it at road crossing or rail crossing or small hillocks etc.

(7) LINE-UP :

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

(8) LAYING OF H.D.P.E. PIPES :

- (a) After the trench is excavated to the specified depth, the bottom of the trench has to be cleared of all stones or pieces of rock and leveled up properly. A layer of ordinary soil of not less than 5 cm. is to be used for leveling the trench to ensure that the cable when laid will follow a straight alignment.
- (b) When trenches are excavated up to specified depth, properly dressed and leveled, joint measurement of trench shall be taken up representative of contractor and Site Engineer. Measurement shall be recorded in measurement book with their signature. Trenches for which measurements are recorded in measurement book shall be considered as approved trenches.
- (c) PLB pipes/RCC/GI pipes shall be laid only in approved trenches. The contractor shall exercise due care to ensure that the PLB pipe is not subjected to any damage or strain.
- (d) The PLB pipes shall be laid in 150 mm dia RCC spun pipes, at road crossings and through G.I. pipes on culverts and bridges and also in exceptional cases where the depth of the trench is less than 165 cms. as specified by the concerned authority.
- (e) Water present in the trench at the time of laying the PLB Pipes shall be pumped out by the Contractor before lowering in the pipes to ensure that no mud or water gets into the pipes.
- (f) At road crossings, two or more extra PLB pipes shall be laid as per the discretion of the Site Engineer.

Signature of the Bidder

- (g) The PLB pipes shall be jointed by 'O' ring type socket fitted with hard rubber rings at both ends. Nylone or P.P. rope shall be drawn through PLB pipes properly at the time of laying pipes.
- (h) In cross country routes, where depth of trench is less than 1.02 m, PLB pipes should be laid within GI/RCC pipes. Alternatively, PLB pipes may be encased in reinforced concrete casing of dimensions 275 mm x 275 mm. In built up areas, where depth of trench is not less than 165 cms. PLB pipes should be laid within GI/RCC pipes. In case of trench depth being less than 165 cms, the PLB pipes may be encased in reinforced concrete casing of dimensions 275 mm x 275 mm with the permission of the concerned authority.
- (i) In case of nullahs, which are dry for nine months in a year, the PLB pipes shall be laid within the RCC pipe laid at a minimum depth of 165 cms. The RCC pipes shall extend 2 m beyond the bed of nullah on either side.
- (j) Notwithstanding anything contained in clauses 255 to 257, the site Engineer may admit in any specific case that the PLB pipes may be encased in reinforced concrete casing only.
- (k) The following construction practices are applicable in general.
 - i) Wherever GI pipes are used, rubber bushes shall be used at the two ends of the GI pipes to protect the damage of PLB pipes.
 - ii) Wherever RCC pipes are used, two ends must be properly sealed to bar entry of rodents.
 - iii) On road crossings, the PLB pipes shall be laid a depth 165 cms. encased with RCC pipes. The RCC pipes shall extend 3 metre on either side of the road.
 - iv) On Rail bridges and crossings, the PLB pipes shall be encased in suitable cast iron/RCC pipes as prescribed by the Railway Authorities.

(9) BACK FILLING AND DRESSING THE TRENCH:

- (a) Provided that the PLB pipes have been properly laid in the trench at the specified depth, the back filling operation shall follow as closely as practicable. The back filling operation shall be performed in such a manner as to provide firm support under the above the pipes and to avoid bend or deformation of the PLB pipe when the PLB Pipe gets loaded with the back filled earth. In locations where the back filling is not done properly by the Department or done unevenly it shall be re-dressed and back filled properly by the Department at the Contractor's expense. No debris shall be allowed in the back fill at any time.
- (b) At locations where the bak filled material contains hard clods, rock fragments and other hard materials which may cause injury to the PLB pipe and where the excavated or rock fragments are intended to refill the trench in whole or in part, the trench should be initially filled, with a layer of ordinary soil or derocked loose earth of not less than 10 cms. above the pipes, without any extra cost.
- (c) Back filling on public, private roads, railway crossings, foot paths in city areas shall be performed immediately after laying the PLB pipes. Back filling at such locations shall be thoroughly rammed, so as to ensure original condition and made safe to traffic. All excess soil/material left out on road/footpath/railway crossing shall be removed without extra cost. However, along the high ways and cross country, the dug up material left out should be kept as heap above the trench while refilling.
- (d) In city limits, no part of the trench should be kept open for more than 50 metre length at any time and in all places where excavation has been done, no part of the trench should be kept open over night to prevent any mishap or accident in darkness.

(10) STORES :

PLB/GI/RCC pipes and other materials shall be collected by the Contractor from the store dumps of the department conveniently located over the route. The Contractor is expected to make his own arrangements for transporting the materials over a distance of 20 Km from the supply point/store, without any additional payment. The basic rate quoted for the purpose of tender should, therefore, take care of all expenses incidental to loading, transportation, unloading and distribution at site, of all materials.

(11) LAYING PROTECTION PIPES ON BRIDGES AND CULVERTS :

- (a) The work involves laying of PLB pipes through GI pipes of not more than 4" dia or GI Troughs of size 4" x 4" laid on the Bridges/Culverts.
- (b) In bridges/Culverts, where proper ducts are already provided, the PLB pipes will be laid through the ducts.
- (c) Normally in the Bridges/Culverts, where there are no ducts and where the cushion on the top of the Arch is 0.5 m or more thick the G.I. Pipe/G.I. Trough (carrying PLB Pipe and Cable) may be buried on the top of the Arch adjoining the parapet wall, by digging close to the wheel guards.
- (d) Where the thickness of the Arch is less than 0.5 m, the pipe must be buried under the wheel guard masonry and the wheel guard rebuilt.
- (e) If any of the above methods is not possible, the G.I.Pipe/G.I.Troughs must be clamped outside the parapet wall with the clamps supplied by the department. If necessary, the pipe may be taken through the parapet wall at the ends where the wall diverges away from the road.

Signature of the Bidder

- (f) In case where the methods explained in clause 'b' to 'e' above are not possible, the G.I. Pipes/G.I. Troughs can be fixed on the top of the road kerb close to the inside face of the parapet wall by means of clamps, supplied, using rawl plugs and wood screws or small diameter bolts, without damaging the concrete and limiting the external diameter of the bolts to 7.5 mm. The permission for carrying out this work will be obtained from the Road Authorities by the Department.
- (g) Method cited in clauses above should be carried out under close supervision of Road authorities and restoration of any damages to the structures in any of the methods adopted should be done to the entire satisfaction of the road authorities.
- (h) When PLB pipes are laid on bridges/culverts as per clause 'a' to 'e' above, except when pipes are clamped outside of the bridge, cement concreting shall be provided over the protection pipes/troughs.

(12) SPECIFICATION FOR CONCRETING :

- (a) The nominal dimension of concreting is of 300 mm x 300 mm section. However, depending on the actual situation, this cross section may be varied to ensure uniformity with any existing structure/base, on which the GI pipes/GI troughs are placed, as demanded by the road authorities. The work should be carried out at the rates applicable for nominal cross section.
- (b) The concreting surface should be thoroughly cleaned and leveled before concreting. Necessary wire mesh of adequate size shall be provided as reinforcement for the concrete.
- (c) At both the ends of the Bridges/Culverts, where the GI Pipes/Troughs slope down and get buried, the concreting should be carried out to ensure that no portion of the GI Pipe/Trough is exposed and further down as required by the site in charge to protect the Pipe/Trough from any possible damage externally caused.
- (d) Any damages caused to the existing structure such as Foot-Path or base of the Parapet or Kerb wall on which GP Pipes/Troughs are placed should be repaired and original condition restored to the satisfaction of Road Authorities.
- (e) Where white wash/color wash is existing on the Bridges/Culverts, the same should also be carried out on the concreted portion to ensure uniformity.
- (f) Cement Concrete Mixture used should be of 1 : 2 : 4 Composition i.e. 1 Cement : : 2 Coarse Sand : 4 graded Coarse Stone aggregate of 20 mm nominal size.
- (g) Smooth finishing of exposed surface should be done with a mixture of 1:3 i.e. 1 Cement : 3 Fine sand.
- (h) Portions where cement concreting have been done shall be cured with sufficient amount of water for reasonable time to harden the surface.

(13) USE OF HALF ROUND AND FULL ROUND R.C.C. PIPES :

- (a) Wherever it is technically not feasible to secure a standard depth of 165 Cms., RCC Pipes will have to be used for added protection of PLB Pipes, subject to the permission granted by GMT.
- (b) Permission for laying PLB pipes at a depth less than 165 Cms. shall be granted only by GMT and not by the Engineer-in-charge of the Section. The contractor will have to apply in writing to GMT for granting such a relaxation as above, after giving full justification for not being able to maintain the standard depth.
- (c) Half round and full round pipes will be arranged by the G.M.T.
For road crossings also, additional protection by using high strength full round RCC pipes will have to be provided.

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 upto 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 conditions on conditions.

The guarantee will remain in force upto 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 the Bidder

SECTION - X**AGREEMENT**

The successful Tenderer shall have to execute the following Agreement :

This agreement made on the.....th day of (month).....(Year)..... between SriGeneral Manager, Telecom District, Dhenkanal for and on behalf of Bharat Sanchar Nigam Limited and Sri Son ofR/o.....P.S..... Dist.for Optical Fibre Cable Construction Works in Dhenkanal Telecom District in Name of Route.....)

Where as in response to Tender Notice No..... issued by General Manager, Telecom District, Dhenkanal, Shri has been declared as successful Tenderer vide Letter No..... Datedof General Manager, Telecom District, Dhenkanal for Optical Fibre Cable Construction Works in Dhenkanal Telecom District in Name of Route.....)in Dhenkanal Telecom District.

Shrihereby undertake to carryout the work of Optical Fibre Cable Construction Works in Dhenkanal Telecom District in Name of Route.....) in Dhenkanal Telecom District for a period of one year starting from the date of execution of the agreement at the rate as per the tender finalized in his favour and according to the terms and conditions laid down in the approved tender.

Shrialso undertake to carryout the work through out the year at the same approved rate as per Annexure-I and according to the Departmental Standards and up to the satisfaction of the General Manager, Telecom District, Dhenkanal.

Shrifurther undertake to fully abide by the terms and conditions as stipulated in the Tender Notice No..... Datedreferred to above and shall make good any loss caused to the Telecom District any other Government Department or Private Body or to the public.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of trenching & pipe laying, OF cable pulling, OF Cable Splicing and termination, Preparation of joint chambers, fixing, painting and sign writing of route/joint indicators and other associated works under G.M.T.D., Dhenkanal on the terms and conditions herein contained and the rates approved by the G.M.T.D., Dhenkanal (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

1) The contractor shall, during the period of this contract that is to say from Toor completion of work for Rs.....(in words) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching, pipe laying, cable pulling, cable splicing, joint chamber preparation, fixing, painting and sign writing or route indicators and other associated works as described in tender documents (annexed to the agreement), when the G.M.T.D., Dhenkanal or any other persons authorized by G.M.T.D., Dhenkanal in that behalf required. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

Signature of the Bidder

2) The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

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

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

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

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

Signature of Contractor

General Manager, BSNL
Telecom District, Dhenkanal

Name.....

Name.....

Address.....
.....

Address.....
.....

Witness.....

Witness.....

Name.....

Name.....

Address.....
.....

Address.....
.....

SECTION - XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number

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

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

- No. 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

SECTION-XII**LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH BID [SI. No (d) & (e) inside first inner sealed envelope and all others in second inner sealed envelope]:-**

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:

- a) **Self-Attested photo copy of the valid Registration of individual Contractor / Firm.**
- b) **Self-Attested Photo copy of PAN Card.**
- c) **Self-Attested Photo copy of Experience Certificate as per NIT.**
- d) **Cost of Tender/BID Document as per NIT (As per SI. No. 02.)**
- e) **EMD(Bid Security) as per NIT (as per column No. 07 of SI No- 01 of NIT).**
- f) **Self-Attested photo Copy of valid EPF Registration Certificate**
- g) **Self-Attested Photo copy of Valid ESI Registration Certificate.**
- h) **Self-Attested Photo copy of valid Labour Registration Certificate from any officer under CLC (Central), New Delhi.**
- i) **Self-Attested Photo copy of Valid Service Tax Registration Certificate.**
- j) **Declaration stating that none of his family members or near relatives are working in BSNL. (Proforma to be filled up and submitted along with technical bid inside second sealed inner envelop as given in section - XIII)**
- k) **Tender document(s) must be submitted , in original, duly filled in and signed by tenderer or his authorized representative along with seal and signature on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.**
- l) **Tenderer's profile duly filled in, as per section-III of the technical bid portion of tender document.**
- m) **Original "Power of Attorney" in case person other than the tenderer has signed the tender documents must be submitted along with technical bid inside sealed inner envelop number "Second".**
- n) **The tenders submitted by Partnership firms should furnish attested photocopy of "Partnership Deed" duly registered.**

Section- XIII

Near relative certificate

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE IN BSNL

Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor.

I,
S/o.....resident
ofhereby certify that none of my
near relative(s) as defined in the tender document is/are employed any where in BSNL as
per details given in tender document. In case at any stage, it is found that the
information given by me is false/incorrect, BSNL shall have the absolute right to take
any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

**Note : In case of proprietorship firm, certificate will be given by the proprietor, for
partnership firm, certificate will be given by all the partners and in case of Private
Ltd. Company, by all the directors of the company.**



**BID DOCUMENT
(FINANICAL BID)**

**OPEN TENDER FOR PLB PIPE LAYING AND O. F. C.
PULLING WITH ASSOCIATED WORKS FROM TALABEDA
M/W STATION TO PMIT COLLEGE UNDER SDOT-TALCHER
OF DHENKANAL TELECOM DISTRICT**

TENDER NO. 11003N(b)/OFC/11-12/3 , DHENKANAL DATED:-12.05.2011

ISSUED TO Name & Address of the Contractor	Signature with seal of the issuing Authority and date of issue

Section -XIV

**SCHEDULE OF RATES FOR O.F. CABLE CONSTRUCTION WORKS IN RESPECT OF
TALABEDA M/W STATION TO PMIT COLLEGE, TALCHER**

Sl. No	Item code	Description of item	Scheduled Rate in (Rs)	Unit
1.0	1OFCT	Through rate for excavating trenches upto a depth of 165 cms. and back filling the excavated trenches after laying the HDPE pipe with or without protection for all kinds of soil including Hard Rocky soils also.	88.96	Per meter
2.0	2HDPE	Laying of HDPE Pipes / Coils, Coupled with HDPE sockets and drawing 6 mm PP rope.	4.24	Per meter.
The department will supply HDPE pipes in size of 5 meters or coils, HDPE sockets, PP rope, End caps.				
2.1	2GIHB	Road/Rail crossing through horizontal boring method and inserting 65/40 mm dia G.I.Pipes and pushing HDPE Pipes/coils inside and drawing 6mm. PP rope.	200.00	Per meter.
The department will supply G.I Pipes in length of approx. 6M HDPE pipes/Coils and PP rope				
2.2	2GIPT	Laying and fixing of 65mm/40mm G.I. pipes in trenches with HDPE Pipes/Coils inside and drawing PP rope.	14.83	Per meter
The Department will supply GI Pipes in length of approx. 6M. HDPE Pipes/Coils and PP Rope.				
2.3	2GIBC	Laying and fixing of 65mm/40mm GI Pipes/G.I Troughs on Bridges and Culverts with HDPE pipes/coils inside and drawing PP rope	20.33	Per meter
The Department will supply G,I Troughs/G.I Pipes in length of approx. 6 M, Clamps, HDPE Pipes/Coils and PP Rope.				
2.4	2RCCT	Laying full round RCC Pipes in trenches with HDPE pipes/Coils inside and drawing PP rope	17.58	Per meter
The Department will supply full round RCC Pipes in length of 2M with collars, HDPE Pipe/Coil, PP Ropes, Materials required for sealing the couplings of RCC Pipes will be arranged by the contractor.				
2.5	2PCCT	Providing RCC Protection at site to HDPE or G.I Pipes reinforced by Weld Mesh & Drawing of P.P Rope.	1900.00	Per cu.meter
			30.00	Sq. Meter(weld mesh)
HDPE Pipes/G.I Pipes, Weld Mesh & P.P Rope will be supplied by the department. The materials required for concreting including water for curing required for the work shall be arranged by the contractor.				
3.0	3OFCP	Opening of Manholes, replacing 6 mm PP Rope by 8 mm PP Rope, Pulling of O.F.Cable, sealing of HDPE Pipes by Rubber Bushes in Manholes, providing HDPE/RCC Split Pipes in Manhole/Back filling of Manholes.	3.00	Per Meter

The Department will supply O.F.Cable, 8mm PP Rope, Rubber Bush, Split RCC/HDPE Pipes, Clamps. All other materials required for the work shall be arranged by the contractor.				
5.0	5JCBR	Digging of pit for jointing chamber, construction of brick chamber, filling of brick Chamber with clean sand, supply and placing of Pre-cast RCC Slabs on brick chamber, and back filling of jointing pit.	1600.00	Per Jointing chamber
All materials required for the work shall be arranged by the contractor.				
5.1	5 JCPC	Digging of pit of Jointing chamber, fixing of pre-cast RCC chamber, filling of RCC chamber with clean sand, placing of Pre-cast RCC slabs on RCC chamber, and backfilling of Jointing pit.	800.00	Per Jointing chamber
The Department will supply pre-cast RCC chamber with cover.				
6.0	6ORJF	Digging of Pit 1(Onw) meter towards jungle side on each manhole/joint chamber for fixing of route/joint indicator, fixing and concerting of routes/joint indicator, painting and sign writing of route/joint indicator.	193.14	Per Indicator
The Contractor will supply route/joint indicators only at his own cost that means the above per indicator rate is inclusive of cost of Route / Joint indicator also.				

N.B.:- 1) Recovery of Empty cable drums (6/12/24F) = Rs 200/- each to be taken from the contractor by BSNL.

2) The Service Tax as applicable will be paid extra by BSNL to the contractor.

Section-XV
PRICE SCHEDULE

To

The GMTD, Dhenkanal

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the O.F Cable Construction Works in respect of Talabeda M/W station to PMIT College. in conformity with the said specifications and conditions of contract at the percentage (Below / At Par / Above) of all the SOR items as detailed under Section-XIV of financial bid portion of the bid document :-

BELOW	In figures.....%.
	In words.....percent
OR	
AT PAR	In words.....percent
OR	
ABOVE	In figures.....%
	In words.....percent

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the bid document. We agree to abide by this Bid for a period of 180 days and also for further extension of 120 days vide clause No- 10.1 & 10.2 under Section-IV of the Technical Bid portion of tender document from the date of opening of the qualifying bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date

Signature of the Tenderer.....

Name of the Tenderer.....

Note: If the bidder desires to quote below or above the schedule of rates as mentioned under Section -XIV, percentage quote is to be mentioned in figures as well as in words in the appropriate columns.

In case , he is quoting at par with respect to the schedule of rates as mentioned under Section -XIV, the same should be mentioned in words as "At Par".

Signature of the Bidder