



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprises)  
Office of the Telecom District Manager, Bolangir -767001

**TENDER DOCUMENT FOR UNDER GROUND CABLE  
CONSTRUCTION WORKS IN BOLANGIR SSA**

(for both Development and Maintenance Work)

**Tender No: W-32/2012-13/09 dated at Bolangir the 5<sup>th</sup> June, 2012**

ISSUED TO  
Name & Address of the Contractor

Signature with seal of the issuing Authority  
and date of issue

Tender Document : Rs.520/-

SDE(NW, Plg.-CFA), O/o the TDM, Bolangir

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Read, understood & complied

Signature of the Bidder

O/o the Telecom. District Manager,  
Doorsanchar Bhawan,  
Bolangir - 767001.  
Tel – (+91) 6652 - 234001, 234500 (F)



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

NIT No. W-32/2012-13/09

Dt..05.06.2012

## NOTICE INVITING TENDER

Properly sealed tenders packing with PVC tape/Sealing wax are invited for and on behalf of BSNL by the Telecom District Manager, Bolangir for under ground cable construction works in Bolangir SSA having the following criteria.

Name of Work	Zone No.	Name of SDCA/Area	Controlling Officer	Cost of Tender Paper	Approximate Cost of the Work	EMD	Material Security
U/G Cable laying works in Bolangir SSA	Zone-I	Bolangir Town	SDE(NW OP City), Bolangir	Rs 520/-	Rs 800000/-	Rs 20,000/-	Rs.80,000/-
	Zone-II	Bolangir & Dungleipali	SDE(NW OP Rural), Bolangir		Rs 600000/-	Rs 15,000/-	Rs.60,000/-
	Zone-III	Patnagarh & Kantabanji	SDE(NW OP Rural)- Patnagarh & SDE(NW OP Rural)- Kantabanji		Rs 700000/-	Rs 17,500/-	Rs.70,000/-
	Zone-IV	Titilagarh	SDE(NW OP Rural), Titilagarh		Rs 500000/-	Rs 12,500/-	Rs.50,000/-
	Zone-V	Sonepur & B.M.Pur	SDE(NW OP Rural), Sonepur		Rs 600000/-	Rs 15,000/-	Rs.60,000/-

### 1. ELIGIBILITY CRITERIA OF BIDDERS :

Eligibility criteria for the above work are that the contractors must be experienced and should have experience of Rs 5 Lakh of Under Ground cable or OFC laying in BSNL/MTNL/ Govt. of India /Govt. Of Odisha Office/ Central PSUs. in last two years i.e., 2010-11 & 2011-12 putting together. Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager of BSNL / MTNL / any other equivalent officer of central PSU/Class-I Officer.

The tender papers along with terms and conditions can be obtained from the SDE (NW Plg.) of this office on payment of requisite cost of tender papers as mentioned above by DD drawn in favour of AO (Cash), BSNL, O/o the TDM, Bolangir payable at Bolangir. A bidder can apply for maximum 2 (Two) zones with separate tender papers for each zone.

Date of issue of tender paper	Last date of submission	Place to be dropped	Time and date of opening of tender
From 10:30 hrs to 13:00hrs of Dt.05.06.2012 to 26.06.2012 in all working days	Upto 13:00 hrs of Dt 27.06.2012	Tender Box available in the chamber of AGM(CM), O/o TDM, Bolangir	16: 00 hrs of Dt 27.06.2012

TDM, Bolangir reserves the right to reject or accept any or all the tenders without assigning any reasons whatsoever and is not bound to accept the lowest tender.

NB: The tender form can also be downloaded from the web site [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) and can be submitted in the prescribed form by enclosing a separate demand draft of Rs.520/- in favour of AO(Cash),BSNL, O/o the TDM, Bolangir payable at any nationalized bank at Bolangir.

Telecom. District Manager,  
Bolangir

Read, understood & complied

Signature of the Bidder

## SECTION-I

### INTRODUCTION & GENERAL INSTRUCTIONS OF CONTRACT:

#### I. DEFINITIONS

- a. Department: Department means the Bharat Sanchar Nigam Limited (BSNL), a Government of India Enterprise under Ministry of Telecommunication & IT, having its one of the office at Bolangir headed by Telecom District Manager .  
Asst. General Manager  
Sub-Divisional Engineer  
Junior Telecom Officer  
Chief Accounts Officer  
Accounts Officer  
Assistant Accounts Officer  
Junior Accounts Officer  
Including other officers in 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 BSNL under the Ministry of Telecommunications, Government of India.
- b. TDM, Bolangir means the Head of Bolangir SSA and his successors.
- c. The jurisdiction of Bolangir: The jurisdiction of TDM, Bolangir means Bolangir Telecom District which coincides geographically with Bolangir & Sonepur revenue districts.
- d. Representative of TDM, Bolangir: Representative of TDM, Bolangir means officers and staff for the time being in “Bolangir” deputed by the TDM, Bolangir for inspecting or supervising the work or testing etc. .
- e. Engineer-in-charge: The Engineer-in-charge means the Engineering Officer nominated by the TDM to supervise the work, under the contract (Minimum Sub Asst. General Manager/Officer level officer)
- f. Site Engineer: Site Engineer shall mean an SDE of BSNL who may be placed by the TDM, Bolangir as in-charge of the work at site at any particular period of time.
- g. A/T Unit: A/T Unit shall mean Acceptance and testing unit of BSNL.
- h. A/T Officer: An officer authorized by BSNL to conduct A/T .
- i. Contract: The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the contractor, together with the documents referred to therein including the 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 .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.
- j. Contractor: The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall 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.
- k. Work: The expression “Works” shall unless there be something either in the subject or context repugnant to such construction be construed or 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.
- l. 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.
- m. Site: The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- n. Normal time or stipulated time: Normal time or stipulated time means the time specified in the work order to complete the work.

Read, understood & complied

Signature of the Bidder

- o. Extension of Time: Extension of time means the time granted by BSNL to complete the work beyond the normal time or stipulated time.
- p. Date of Commencement of Work: Date of Commencement of Work means the date of actual commencement of work or 7<sup>th</sup> day from the date of issue of work order, whichever is earlier.
- q. Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- r. Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- s. Excepted risk: Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of BSNL damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work in respect of which a certificate of completion has been issued .

## **2. BID DOCUMENTS:**

2.1 The U/G cable laying for both development & maintenance work is to be carried out as per bidding procedures and contract terms as prescribed in the Bid Documents. The Bid Documents include:

### **2.1.1 Qualifying Bid:**

- 2.1.1.1 Notice Inviting Tender .
- 2.1.1.2 Introduction & General Instructions of the Contract
- 2.1.1.3 Commercial Conditions of the contract .
- 2.1.1.4 Special Conditions of Contract .
- 2.1.1.5 Scope and Specifications of Work
- 2.1.1.6 Material Security Bond Form .
- 2.1.1.7 Agreement Form (Sample)
- 2.1.1.8 Letter of Authorisation for Attending Bid Opening .
- 2.1.1.9 Disposal of Empty Cable Drums
- 2.1.1.10 Declaration of no near relative working in BSNL
- 2.1.1.11 Tenderer's profile
- 2.1.1.12 BID form
- 2.1.1.13 List of Documents to be submitted along with the Qualifying bid.

### **2.1.2 Financial Bid**

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

## **3 QUERIES ON BID DOCUMENTS**

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

## **4 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time, prior to the date for submission of bids, BSNL may, for any reason whether so motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 4.2 The amendments shall be notified in BSNL Odisha Circle website i.e., [www.orissa.bsnl.co.in](http://www.orissa.bsnl.co.in) and it will be a part of the tender conditions to the prospective bidders at the time of purchase of bid document from BSNL and these amendments will be binding on them.
- 4.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission/opening of bids suitably.

## **5 (I) COST OF BIDDING**

Read, understood & complied

Signature of the Bidder

The bidder shall bear all the costs associated with the preparation and submission of the bid. BSNL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **(II) ELIGIBILITY CRITERIA OF BIDDERS :**

Eligibility criteria for the above work are that the contractors must be well experienced and should have experience of Rs 3 Lakh of U.G. cable or OFC laying work in any of the BSNL/MTNL/ Govt. of India /Govt. Of Odisha Office/ central PSUs. in last two years i.e., 2010-11 & 2011-12 putting together. *Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager of BSNL / MTNL / any other equivalent officer of central PSU/Class-I Officer.*

### **6. DOCUMENTS TO BE SUBMITTED ALONGWITH THE BID:**

- 6.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents (self attested copies) as the case may be:
- i) Bid Security (EMD) in accordance to clause no. 7
  - ii) Tender document (s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page . All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
  - iii) Experience Certificate as mentioned in Eligibility Criteria Clause -5(II).
  - iv) The latest registration certificate of the contractor/firm, Authenticated copy of partnership deed in case of partnership firm.
  - v) Self attested copy of E.P.F Registration No & E.S.I. Registration No
  - vi) Self attested copy of PAN Card and Service Tax Registration Certificate.
  - vii) Self attested copy of VAT clearance certificate.
  - viii) Solvency certificate from the bank of the tenderer worth Rupees one lakh. The solvency certificate shall not be older than the date of issue of NIT.
  - ix) Bid Form, duly filled in, as per section X.
  - x) Tenderer's profile, duly filled in, as per section XI of the tender document.
  - xi) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
  - xii) Self declaration regarding no near relative is employed in BSNL( as per Section-IX)
- 6.2 The original documents will be verified as and when required by BSNL , if necessary. The date of verification will be intimated to all the qualified bidders suitably.
- 6.2.1 Issue and submission of tender documents do not automatically mean that the tenderer is qualified for award of contract.

### **7. BID SECURITY (EMD)**

- 7.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT. No interest shall be paid by BSNL on the bid security for any period, whatsoever.
- 7.2 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Para 7.7 .
- 7.3 Bid Security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of Accounts Officer (Cash), O/o The TDM, Bolangir payable at Bolangir . .
- 7.4 A bid not secured in accordance with Para 7.1 & 7.3 shall be rejected by BSNL as non responsive.
- 7.5 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 BSNL.
- 7.6 The successful bidder's bid security will also be refunded after submitting of the Material Security as per NIT and signing of the agreement.
- 7.7 The Bid Security shall be forfeited in following cases:
  - 7.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document
  - 7.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL or
  - 7.7.3 In case of a successful bidder, if the bidder fails to sign the agreement in accordance with Section –II clause 5 (i) to furnish Material Security.

Read, understood & complied

Signature of the Bidder

## 8. BID PRICES

The bidder shall give the total composite price inclusive of all levies and taxes, for the works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by BSNL from the Divisional Telecom store depot/sub-divisional store depot to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the quoted rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.

- 8.1 Prices shall be quoted by the bidder in Financial Bid . Prices quoted at any other place shall not be considered.
- 8.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## 9. PERIOD OF VALIDITY OF BIDS:

- 9.1 Bid shall remain valid for 180 day from date of opening of the bid (Qualifying Bid) . A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE.
- 9.2 BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 180 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

## 10. SIGNING OF BID

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

## 11. PREPARATION OF BIDS

11.1 Method of preparation of bid :

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

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security(EMD)	Containing Bid security as per clause 7.
Second	Qualifying Bid	Containing documents as per clause 6.1 except bid security.
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format.

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

11.2 All envelopes (3 inner & one outer) must bear the following”

Tender for U.G Cable Laying Works in Bolangir SSA  
 “NOT TO OPEN BEFORE (DUE DATE OF TENDER)”  
 (Tender no. \_\_\_\_\_)  
 (Zone No \_\_\_\_\_ )

11.3 Unsealed and / or incomplete Tenders are liable to be rejected. All documents excluding the Bank Draft for EMD are to be signed by the tenderer. The tenderer must put his signature on all the documents.

Read, understood & complied

Signature of the Bidder

- 11.4 The envelope indicating the name and address of the bidder, in case any bid is received by the authorities after the due date and time for submission of bids prescribed by BSNL, it shall be rejected and returned unopened to the bidder.
- 11.5 Modifications of bids are not permissible in any circumstances, once it is dropped in the tender box.
- 11.6 The tenderer will be bound by all terms, conditions & specifications as described in the tender documents.
- 11.7 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

## 12. SUBMISSION OF BIDS:

- 12.1 Tender papers can be dropped in person in the tender box placed in the chamber of AGM(CM) Office of the TDM, Bolangir i.e. at room no. 107 of 1<sup>st</sup> floor of this office before the closing date & time of tender, as mentioned in NIT. The tenderer is to ensure the delivery of the bids at the correct address. However, in case of any difficulty in locating the tender box, the tenderers may consult the SDE (NW Ptg.) in Room No. 103 at the 1<sup>st</sup> floor of this office. BSNL shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time of receipt of tender. Any tender presented in person after the sealing of box will not be received by the SSA head or by any of the subordinates or will not be allowed to be deposited in the tender box. Tenders can also be sent through registered post or courier, the bidder is to ensure the delivery of the tender paper at correct place well before the closing date and time. No tender will be allowed to be dropped in the tender box after the closing date & time. BSNL authority will not be responsible for any kind of late or non delivery of the tender paper sent through post or courier. The tender paper can be sent in the following address:

**Sri S K Mishra, AGM (CM), Room No-107, 1<sup>st</sup> Floor,  
Office of the Telecom District Manager,  
Door Sanchar Bhawan, Bolangir, PIN-767001**

- 12.2 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision will be taken and communicated to the tenderers who have purchased the tender documents and shall be intimated at least one day before the original date of opening. The reasons 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 be displayed in the BSNL website. If the date of opening of the bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 12.3 If BSNL declares the date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## 13. LATE BIDS:

- 13.1 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.

## 14. WITHDRAWAL OF BIDS:

- 14.1 The bidder may 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. BID OPENING AND EVALUATION:

- 15.1 BSNL shall open the bids in the presence of bidders or their authorised representatives who choose to attend, at 16.00 Hrs on due date. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authorization letter to this effect before they are allowed to participate in the bid opening (A format is given in section-VII).
- 15.1.1 A maximum of one representative for any bidder shall be authorised and permitted to attend the bid opening.
- 15.2 The bids shall be opened in the following manner:
- 15.2.1 The Tender Opening Committee (TOC) shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. . All the members shall have initials on the outer envelopes of all the bids with date.
- 15.2.2 The envelopes containing the tender offer and not properly sealed, as required vide para 11 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.

Read, understood & complied

Signature of the Bidder



- 15.2.3 First the outer envelope containing the three envelopes be opened. The bid opening committee shall initial on all three envelopes with date.
- 15.2.4 Among these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.
- 15.2.5 The bidders who have submitted proper bid security as per tender document, their "QUALIFYING BID" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the TOC members.

**15.3 The financial bid shall be opened in the following manner:**

- 15.3.1 The envelope marked "FINANCIAL BID" will be opened only for qualified tenders in "QUALIFYING BID".
- 15.3.2 The date and time of opening of "FINANCIAL BID" shall be conveyed to all the bidders who have qualified in Qualifying Bid and their representative shall be allowed to attend the financial bid opening. After opening the "Financial Bid" the bidders name, bid prices, bid withdrawals and such other details as BSNL, at its discretion, may consider appropriate: will be announced at the opening.
- 15.3.3 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

**16. CLARIFICATION OF BIDS BY BSNL:**

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

**17. PRELIMINARY EVALUATION :**

- 17.1 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.
- 17.2 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.
- 17.3 Prior to the detailed evaluation, pursuant to clause 19, BSNL will determine the substantial responsiveness of each bid of 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. BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 17.4 A bid, determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 17.5 BSNL 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.

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

- 18.1 BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 17.3.
- 18.2 The evaluation and comparison of responsive bids shall be done on the basis of following criteria based on rates quoted in financial bid as per quantities mentioned for each items as below :

X1	=	Item 1A(I+II) x 1000
X2	=	Item 1B x 500
X3	=	Item (2A+2B+2C+2D) x 200
X4	=	Item 3A x 1500
X5	=	Item 3B x 700
X6	=	Item (4A+4B+4C+4D) x 1500
X7	=	Item 5 x 500
X8	=	Item 6A(I+II) x 200
X9	=	Item 6B(I+II) x 400
X10	=	Item 6C(I+II+III) x 100
X11	=	Item 7A x 1500

Read, understood & complied

Signature of the Bidder

- X12 = Item 7B x 2000  
 X13 = Item 7C x 2500  
 X14 = Item 8A x 100  
 X15 = Item 8B x 100

'M' factor = (X1) + (X2) + (X3) + (X4) + (X5) + (X6) + (X7) + (X8) + (X9) + (X10) + (X11) + (X12) + (X13) + (X14) + (X15)

Lowest bidder will be decided on the basis of lowest 'M' factor.

**19. CONTACTING BSNL :**

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

**20. AWARD OF CONTRACT:**

- 20.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.  
 20.2 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 BSNL and the contractor. The agreement period can be extended suitably for a period of maximum another one year depending on the situation.  
 20.3 The Dist. Authority reserves the rights to apportion the total cable laying works amongst a number of cable contractors at the approved rates and on uniform terms and conditions. Thus the Dist. Authority may appoint more than one contractor for each zone in his jurisdiction. In case there are two contractors the quantum of work would be distributed in ratio of 70:30 between L1 & L2 respectively. In case of non completion of work with stipulated time mentioned in work order without justified reasons, the same work can be awarded to other approved contractors.

21. **BSNL'S RIGHT TO VARY QUANTUM OF WORK:** 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. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

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

**23. ISSUE OF LETTER OF INTENT:**

- 23.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.  
 23.2 The bidder shall with in 21 days of issue of letter of intent, give his acceptance along with material security in conformity with clauses 5 (I) of section-II, provided with the bid documents .

**24. SIGNING OF AGREEMENT**

- 25.1 The signing of agreement shall constitute the award of contract to the bidder. The agreement with the successful bidder shall be signed by BSNL within a week of submission of material security as per clause 23.2 above.

**25. ANNULMENT OF AWARD :**

Failure of the successful bidder to comply with the requirement of Section-II, Clause 5 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

Read, understood & complied

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## SECTION II

### COMMERCIAL CONDITIONS OF THE CONTRACT

1. **APPLICATIONS:**

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

2. **STANDARDS:**

The works to be executed under the contract shall conform to the standards prescribed in the U/G 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 and labor wages 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:**

(I) **MATERIAL SECURITY:**

a. The successful tenderer will have to deposit material security as mentioned in the NIT in the form of bank guarantee (valid up to and including six months after, the period of the contract) from any Nationalized Bank and in the material security bond form provided in the bid document, Section-II . Material security can also be submitted in the form of Crossed Demand Draft drawn in favour of Accounts Officer (Cash), BSNL, O/o TDM, Bolangir issued by a schedule bank and payable at Bolangir . The material security will be a non interest bearing deposit, for any period what so ever.

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

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

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

(II) **PERFORMANCE SECURITY DEPOSIT:** The contractor shall permit BSNL, at the time of making any payment to him for the work done under the contract, to deduct such sum equivalent to an amount to the tune of 10% of the bill amount .

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- a. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- b. The performance security deposit shall be refunded after six months from the date 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.
- c. No interest will be paid to the contractor on the security deposit.

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

- 6.1 The work order shall be issued so as to include all items of works of one or more primary cable(s) in large exchange systems (MDF to pillar and/or pillar to DPs) or for entire exchange area in case of small and medium exchanges . The idea behind issuing work orders in this way is to ensure that the network becomes ready from MDF to pillar and/or pillar to DPs for release of connections on completion of works entrusted against the work order . This makes it possible for ensuring end-to-end testing of cable pairs . The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time . If there is a trench common to number of primary cables works, which are to be given in different work orders, the common trench may be given in one work order and in other work orders only laying of cables in that common trench and other works shall be mentioned . The work shall be taken up in such a way that cable are available from MDF to pillar or Pillar to DP in a shortest possible time .
- 6.2 The work orders shall be issued by the Sub Asst. General Manager(SDE)/ Sub Divisional Officer (SDO) in-charge of cable construction works after examining the technical and planning details of the works to be executed .
- 6.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Head of SSA not below the rank of DGM .
- 6.4 The SDEs shall mention the time limit to execute the work order after seeing the quantum of work and store availability position .
- 6.5 BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of SSA, the contractor is not executing the work at the required pace .

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

**7.1 General**

- 7.1.1 In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of 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 .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 (EOT) AND SANCTION OF TIME :**

- 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 to the engineer-in-charge for extension of time(EOT), on account of the reason for 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 cable construction work) with his detailed report within three days of receipt of request from the contractor . The competent authority is empowered to grant extension of time for completion of work on certain conditions . He shall exercise such powers, if the following conditions are satisfied .
  - 7.2.1.1 The application contains the ground(s), which hindered the contractor in execution of work .
  - 7.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable .
  - 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 extension of time.
  - 7.2.4 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanctioned of the competent Authority of EOT shall be issued under the signature of the Engineer-in-charge.

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7.2.5 If the competent authority is of the opinion that the ground 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 BSNL. 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 applications for EOT , Entry of hindrances shall be made in the Hindrance Register . The Government will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

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

8.1 Measurement:

8.1.1 The measurement books 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: 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 Asst. General Manager, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Asst. General Manager where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of 20% of measurements. The Asst. General Manager 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 measurement 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 100 meters length by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 100 meters. One segment shall cover only one type of trench. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters upto two decimal points. For example, 97 cms, depth shall be recorded as 0.97 m . 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 0 M, 10M, 20M, 30M,40M,50M,60M,70M . The last POM shall be at 75<sup>th</sup> M to be recorded against residual POM . For each segment average depth shall be worked out by dividing the total depth by number of POMs . The measurements of depth shall be recorded in measurement book .The efforts required to excavate trenches is not proportionate especially with reference to depth . Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged . In order to encourage the contractor to achieve best possible depth in the face of site constraints, the 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 .

**(i) In case of digging trenches of shorter depths, the contractor would be paid lesser amounts based on the following formula (for cables except 5pr). This formula is applicable for both laying of new UG cable as well as for recovering of existing cables except that minimum of 20 percent of the normal trenching rate will be paid in case of recovery of UG cable with a depth less than or equal to 30cm. all other rates are remaining same.**

Depth of cable trench (in cm)	Percentage of approved rate accorded
90 or above	100
80-89	75

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70-79	65
60-69	50
50-59	40
40-49	30
30-39	20
<30	0

ii) In case of 5pr cables

Depth of cable trench (in cm)	Percentage of approved rate accorded
60	100
50-59	85
40-49	75
30-39	65
<30	0

For trenches of depth less than 30 cm in case of laying of new cable, no charges would be paid.

- Measurements of lengths and profiles of strata and protection  
The measurements of length of trenches are on running meter basis for particular category of surface strata viz. Non-surfaced strata and surfaced strata irrespective of type of soil encountered while digging . The length of trenches dug in different strata in a segment shall be measured and recorded item code-wise in the measurement book . The segment length from POMs and total of item code-wise length should match .  
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 sheet provided for respective items viz
  - Erection, termination, Painting and Sign Writing of D.P.s .
  - Construction of Plinths and Erection, Printing and sign writing of Pillars
  - Termination of Cables on MDF and Pillars (Primary Cables)
  - Termination of Cables on MDF and Pillars (Distribution Cables)

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

8.1.6 The Asst. General Manager 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 Asst. General Manager . 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 & QUALITY CONTROL:

8.2.1 **The Quality of works:** The importance of quality of UG cable construction works cannot be over emphasized . The quality of Telecom Service largely depends on the quality of external plant of which UG cable component covers the major portion . The UG cables are vulnerable to damages due to work of other agencies .

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- 8.2.2 The quality of UG cable plant depends upon the quality of individual items of work involved viz depth of cables laid, care while laying, protection, jointing of cables and termination on MDF, pillars & DPs 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 target .
- 8.2.3 It is imperative that the contractor(s) is/are fully conversant both 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 ontractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to AT 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 AT wing and supervision by construction officers, all works at all shall be open to inspection of BSNL . The contractors shall be found , if called upon to do so far, to offer the works for inspection without any extra payment .
- 8.2.6 Site order Book: The site 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 BSNL 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 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 AT officer . The contractor shall make test pits at the locations desired and 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 & Testing: The purpose of acceptance and testing is to verify integrity of measurement and quality of work done . The AT officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations . However, if the measurements taken by AT officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by AT officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements . The contractor shall be obligated to remove defects/deficiencies pointed out by the AT officer without any additional cost to BSNL .
- 8.3.3 Offering the work for acceptance and testing : The Sub Asst. General Manager/ Officer responsible for construction after having satisfied himself of completion of work ready for AT shall offer the work to AT officer for conducting acceptance and testing . The work shall be offered for AT as soon as work of a primary cable from MDF to pillar or work of distribution cable from pillar to DPs are completed in all respects . The work against any work order can be offered for AT in a number of such stages .
- 8.3.4 The contractor shall provide labour, if deemed 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 cable execution work have been done with highest workmanship means, the cables have been laid as per departmental standard i.e., 100cm depth and in full conformity with the specifications and drawings . The contractor shall be responsible for any faults that may develop during later date within the period of warranty and shall remedy such faults at his own cost when called upon to do so by BSNL . 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, i.e., **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 BSNL, BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which BSNL may have against the contractor in respect of such defects .

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- 9.3 The cable joint shall be guaranteed for a period of ONE year from the date of closing of joint . In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, with in the stipulated period of gurantee the contractor shall repair the joint(s) at his own cost within 24 hours of informing him, failing which BSNL may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work plus the cost of materials used shall be recovered from the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms and conditions of the tender . The cost of jointing kit, supplied by BSNL so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled .-
- 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 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for BSNL 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 BSNL to the contractor .
- 10.2 Provided that BSNL 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 Asst. General Manager or his subordinate officer on one hand and the contractor on the other hand under any term of the contract permitting payment for work after assessment by the SSA Head or his subordinate officer .
- 10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL .

**11. PAYMENT OF BILLS:**

- 11.1 Procedure for preparation and settlement of bills:
- 11.1.1 The work order shall contain work of one or more primary cables and/or distribution cable works of one or more pillars . As stated earlier the work has to be organized in such a way so that the cable are available for release of connections at the earliest and in line with this thinking the contractor should carry out the works in a systematic manner either of a primary cable or a number of primary cables on the same route or distribution cables of a pillar in one stretch . All items of work involved in this unit of work (MDF to pillar and pillar to Mini pillar or Mini pillar to DPs as the case ma be ) 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 Running bills:  
Normally running bills will not be allowed except in exceptional cases, where the work volume is more and there is a financial resource crunch on the part of the contractor to execute the work completely without some financial support from the office .
- 11.1.1.2 The Asst. General Manager (CFA) shall exercise the prescribed checks on the bills and accord necessary certificates on the bills . The Asst. General Manager shall retain the third copy in record and record it in the estimate file maintained in his office and send first and second copies with all documents to Works Section of Planning Cell for processing of bills and release of payment .
- 11.1.1.3 The Work Section of Planning Cell shall process the bills in the estimate file of the concerned work and scrutinize the bill 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 bill, payment to the extent of only 90% shall be made, 10% of the bill amount towards performance security deposit and statutory taxes (Income Tax etc., Sales Tax(WCT), Service Tax, Cess etc. as applicable on the date of payment and prescribed by Central Govt. and State Govt.) shall be deducted at the time of payment from each running bill . Account payee cheque or e-payment 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 . For e-payment the contractor has to furnish his bank and account number

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details during the time of payment. 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 In exceptional cases where work required for preferring a Running Bill can not be completed within reasonable time due to non-availability of stores or any other reason and where BSNL is responsible for delay the concerned TDM may permit payment of running bill (prepared without completing the work end-to-end for that unit of work) to the extent of maximum 50% 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 Bill .

11.1.2 **Procedure for preparation, processing and payment of final bill:** The contractor shall prepare the final bill in triplicate & acceptance and testing (A/T is required only in case of completely new cable work ) of all the works and submit the same to SDE-in-charge of work within 30 days of acceptance and testing or completion of work whichever the case may be . In any case the submission of bills should not exceed 45 days time limit from the date of completion of work in all respect. Payment shall be made within three months if the amount of the contract is up to Rs Two Lac and in six months if the same exceed Rs Two Lac of the submission of such bill . The final bill shall be prepared for all the measurements of all items involved in execution of complete work order . The contractor shall prepare the final bill containing the following details :

- ◆ The bill for all the quantities as per Measurements at the approved rates .
- ◆ Adjustment of amount received against running bills if any .
- ◆ 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/SDE in-charge of work .
- ◆ Letters of grant of EOT(s) if work could not be completed within stipulated time .
- ◆ Test certificate of bricks .

11.1.2.1 The SDE in-charge of work shall scrutinize the final bill against the Work Order issued and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract . The SDE 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 SDE in-charge of work shall submit the final bills along with order documents mentioned above with the documents as mentioned hereunder to the Asst. General Manager in-charge of work .

- ❖ Bill prepared by the contractor
- ❖ Material reconciliation statement
- ❖ Measurement Book .
- ❖ A/T certificate (in case of completely new cable work)
- ❖ The site order book
- ❖ The hindrance register
- ❖ Details of recoveries/penalties for delays, damages to Department/Third party properties as per provisions of the contract . In case recovery is to be made, NIL report needs to be submitted . Details of cable drums cost of which needs to be recovered from the bill .

11.1.2.2 The Asst. General Manager shall exercise the prescribed checks on the bills and accord necessary certificates on the bills . The Asst. General Manager 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 SDE along with the bills as above to Works Section of the Planning Cell for processing and final payment .

11.1.2.3 The work section of planning 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 Works Section shall scrutinize the bill who recover all the liabilities of the contractor and statutory taxes besides 10% 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 as mentioned in Section-IV of this tender document. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior quality or that any materials or  
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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 Asst. General Manager 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 target 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 Officers/ Sub Asst. General Manager 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 Asst. General Manager in-charge besides making an entry in the order book . A notice in respect of defective work shall be given to the contractor by Asst. General Manager 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 substandard 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 constitute one Asst. General Manager other than the one who is directly in-charge of cable construction involving sub standard items of work, as chairman and one SDE (planning) and an accounts offices 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:**

- 12.1 The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking in to account the prevailing market rate has fixed the cost of various sizes of cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.
- 12.2 Rates fixed for various types of empty cable drums are given in this Tender Document at Section-VIII . The rates are fixed and there is no change on these rates .
- 12.3 The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and types of cable drums in the bill so that the amount is deducted from the bills due .The contractor shall not be allowed to dump the empty cable drums in Govt./Public place which may cause inconvenience to Govt./Public . If the contractor does not dispose off the empty cable drums with in 3 days of becoming empty, BSNL 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 along with the transportation charges (to be decided by (The SSA Head) from the bill/security deposit/any other amount due to the contractor .

13. **PENALTY CLAUSE:**

**13.1 Delays in the contractor's performance:**

- 13.1.1 The time allowed for completion of the work as entered in the tender or Work Order 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 BSNL . The work shall throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly and the contractor shall pay as penalty an amount equal to 1(one) percent of the amount of the work mentioned in the W.O. (minimum Rs One thousand per week) of the incomplete work for every one week of delay . In completion of work subject to a maximum of 10(ten) percent of the cost of the work awarded .

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- 13.1.2 On any date the penalty payable as above, reaches 10(ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Asst. General Manager that, he is allowed to proceed further with the work . It will be in the discretion of the Asst. General Manager to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Asst. General Manager 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 Asst. General Manager 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 SSA Head 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 recession of the contract clause of the bid document . All such payments shall be recovered from the contractor's pending bills or security deposit .
- 13.1.5 The SSA Head reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order .
- 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 failing to comply with these conditions a penalty of recovery up to Rs 300/- per day, the trench is kept open beyond the limit allowed, may be imposed by BSNL . This penalty will be in addition to that payable for delay or slow work .
- 13.2.2 The contractor shall not be allowed to dump the empty cable drums./waste material 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, BSNL 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 BSNL in disposing off such materials . BSNL may also levy a penalty up to Rs One Thousand for each such default .
- 13.2.3 If any such penalty is levied on a contractor for more than 2 occasions then his/her contract could be terminated . In this regard the decision of the TDM, Bolangir shall be final and binding .
- 13.3 Penalty for cutting/damaging the existing cables:**  
While digging trench, contractor should take utmost care towards the under ground cables and pipers (including PHD pipes), OFC cable of BSNL or other private operator. Contractor will be fully responsible if cable damage occur during trenching and will be penalised to the amount of compensation raised by the private Telecom operator. The amount of penalty to be imposed will be as follows in case of cable damage during trenching:
- A. BSNL U/G cable : Rs. 2000/- per cut.
  - B. BSNL OFC cable : Rs. 10,000/- per cut.
  - C. Other Operators OFC cable: 75,000/- per cut (50% of claim amount by private operators).
- 13.4 Penalty against damage to stores/materials supplied by BSNL while laying:**
- 13.4.1 The contractor while taking delivery of materials supplied by BSNL at the designated place shall thoroughly inspect all items before taking them over .  
In case of execution of the work, if any material is found damaged/working unsatisfactorily then a penalty equivalent to the cost of material + 10% as penalty shall be recovered from the contractor's payments/securities .
- 13.4.2 In case of damage to PIJF cables, while laying, the cost of number of pairs damaged (including laying charges, transportation/storage charges) adding 10% as penalty shall be recovered from the contractor's bills/securities .
- 13.4.3 However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores .
14. **Rescission/Termination of contract**

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- 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 and defective work and he/she fails to comply with the requirement within the specified period .
- 14.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under :
- 14.2.1 Measurement of works executed since the date of last measurement and 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 BSNL) available at site, shall be transported back by BSNL to the Telecom Store at the risk and cost of the contractor . If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents ibid .
  - 14.2.3 The unexecuted 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 BSNL 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 it is convenient or expedient to BSNL at the risk and cost of the contractor . In such a event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result or such an action by the BSNL . In this regard the decision of the SSA Head shall be final and binding . In all these cases expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or any other account whatsoever any where in BSNL or from a security deposit .
  - 14.2.4 The certificate of the Asst. General Manager 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 in writing to the contractor .
- 14.3 Termination for Insolvency:**
- 14.3.1 BSNL 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 BSNL .
- 14.4 Optional Termination by BSNL (other than due fault of the Contractor)**
- 14.4.1 The BSNL may at any time at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive or purchases and/or whole of material, machinery and other equipment for use in or in respect of the work .
  - 14.4.2 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the BSNL or as the Government may direct .
  - 14.4.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may not pay any compensation whatsoever to the contractor .
- 14.5 Issuance of Notice:**
- 14.5.1 The Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrong delays or suspension of work or slow progress to the contractor direction to contractor to take corrective action . A definite time schedule for correcting action shall be mentioned in the show cause notice . If the contractor fails to take corrective action within the stipulated time frame, the Engineer in-charge shall submit a draft of final notice along with

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a detailed report through Asst. General Manager Incharge to the competent authority who had accepted the contract .

14.5.2 The final notice for rescission of contract to the contractor shall express by 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 all material/equipment belonging to BSNL .The contractor shall give in writing the tools and plants he would like to take away/remove from the site . Such of the materials belong to him and which may not be required for future execution Balance work may be allowed by the Asst. General Manager in-charge of work to be removed with proper records .
- b. No new construction beneficial to the contractor shall be allowed .
- c. Adequate departmental security arrangement in replacement of contractor's watch and ward shall be made forthwith . Expenses to this account are recoverable from the security deposit or amount due to the contractor .

#### **15. Indemnities:**

15.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL 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 BSNL or pay to the BSNL 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 BSNL arising out of or incidental to or in connection with the operation covered by the contractor .

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

#### **16. Force Majeure:**

16.1 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 BSNL as to whether the work have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract .

16.2 Provided also that if the contract is terminated under this clause BSNL shall be at liberty to take over from the contractor at a price to be fixed by BSNL 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 BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of BSNL elect to retain .

#### **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 specially provided under this agreement the same shall be referred to sole arbitration of the Chief General Manager Telecom (Orissa) 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

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entrusted whether in addition to the functions of the Chief General Manager Telecom (Orissa) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager Telecom (Orissa) or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. 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 modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- 17.2 The Venue of the arbitration proceeding shall be the office of The Chief General Manager Telecom (Orissa Circle) or such other places as the arbitrator may decide. The following procedure shall be followed :
- 17.2.1 In case parties are unable to reach a settlement by themselves the dispute should be submitted for arbitration in accordance with contract agreement.
- 17.2.2 There should not be a joint submission with the contractor to the sole Arbitrator.
- 17.2.3 Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- 17.2.4 The onus of establishing his claims will be left to the contractor.
- 17.2.5 Once a claim has been included in the submission by the contractor a reiteration or modification thereof will be opposed.
- 17.2.6 The "Points of defence" will be based on actual conditions of the contract.
- 17.2.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 17.2.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".
- 17.2.9 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 BSNL 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 other person or persons contracting through Govt. of India.

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### SECTION III

#### SPECIAL CONDITIONS OF THE CONTRACT

#### 1. General :

- 1.1 The work shall be accepted only after Acceptance Testing carried out by A/T team, designated by BSNL as per prescribed schedule and work/material passing the test successfully.
- 1.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with BSNL.
- 1.3 BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder .
- 1.5 Any clarification issued by Department, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment or 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 Asst. General Manager or Engineer In-charge of work site who shall be entitled to direct at what point or points and what manner 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 accept any tender in part and not entirely if considered expedient by the TDM, Bolangir .
- 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Asst. General Manager within 3 days of the date of hindrance on account of which he desires such extension as aforesaid . In this regard the decision of the TDM, Bolangir shall be final .
- 1.10 If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work as specified in the tender is not required to be carried out then BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated .
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract BSNL shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the contractor and to sell any Government promissory notes etc. forming the whole or part of such security or running/ Final bill pending against any contract with BSNL . In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL . Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to Department 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
- 1.13 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 had not obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be .
- 1.14 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having 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 TDM, Bolangir shall have the power to terminate the contract without any notice .
- 1.15 Without prejudice to any of the rights or remedies under this contract, if the contractor dies the TDM, Bolangir on behalf of the BSNL can terminate the contract without compensation to the contractor . However the TDM, Bolangir at his discretion may permit contractor's heirs to perform the duties or engagements of the

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contractor under the contract in case of his death . In this regard the decision of the TDM, Bolangir shall be the final .

1.16 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 .

**1.17 Interpretation of the contract document :**

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

**1.18 Notification:**

1.18.1 The contractor shall give in writing to the proper person or authority with a copy to the Asst. General Manager 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 person 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 directed or required .

1.19 Shut down on account of weather conditions:

1.19.1 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 BSNL

2.1 At no point of time the contractor shall be issued stores of value more than the contractor's material security as per clause number 5(1) of section -II. If at all the work requires more amount of materials to issued to the contractor then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it .The contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store or sub-divisional stores to the site of work at his own cost . BSNL shall not pay any transportation charges to the contractor .

2.2 All materials supplied to the contractor by BSNL 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 the SSA Head . In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store 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 BSNL at a place informed to him by BSNL 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 .

2.3 The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by BSNL, which in the contractor's custody whether or not installed in the work . The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials .

2.4 The contractor shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed for items of work any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "Department 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 .

2.5 The contractor shall ensure that only the required materials are issued to him . Upon completion of work the contractor shall return to the BSNL at the later designated store in good condition, free of charges any unused materials that were supplied by BSNL .

**3. Arrangement of permission for road cutting to lay OFC/UG cable along the road :**

Obtaining the permission from NH Authorities/ State High Way Authorities / Municipality / NAC Authorities/ other authorities is the sole duty & responsibility of the successful bidder. However, BSNL shall only apply for

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the permission indicating proposed route diagram to the concerned authority with a copy to the contractor. The compensation claimed by the concerned authority if any, shall be borne by BSNL after joint verification.

- 3.1 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses for moving all construction equipment, tools, supplied materials and men across railways and highways across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same .
- 3.2 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 Asst. General Manager .
- 3.3 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 .
- 3.4 At location where the U/G cable trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the railways or government or local agencies having jurisdiction .
- 3.5 If BSNL is not able to provide above mentioned permits etc. in time then the extension of time shall be provided as per EOT clause given in tender document .
- 4. Quality of work**
- 4.1 BSNL shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents . Laxity or failure to enforce compliance with the contract documents by BSNL and/or its representative shall not manifest a change or intent of waiver the intention being that notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in . The representative of the TDM, Bolangir 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, free 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 thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified BSNL from and against the same or any default by the contractor in the payment thereof .
6. Protection of life and properly 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 BSNL regulations as to placing of warring 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 Asst. General Manager 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 expenses for and in respect of repairs and/or damage occasioned by injury of or damage to such underground and above structures or other properties

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and under take to indemnify BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client) charges and expenses in connection therewith and/or incidental thereto . The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers cables or other facilities from damage by the contractor's operation in connection with the work . The contractor, without cost of BSNL 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 property damages, resulting there .

**7. Labor welfare measures and workman compensation :**

7.1 Obtaining licence before commencement of work:

The contractor shall obtain a valid labour licence under the Contract labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 before commencement of the work and continue to have a valid licence until the completion of work . The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) 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 Contractor's 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 get 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 for which such wage are earned, wages periods dates of payments of wages and other relevant information .

7.2.3 Payment of wages:

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

7.2.3.1.2 No wage period shall exceed one month .

7.2.3.1.3 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 .

7.2.3.1.4 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 .

7.2.3.1.5 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 .

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- 7.2.3.1.6 Wages due to every worker shall be paid to him directly or to other person authorized by him in this behalf .
- 7.2.3.1.7 All wages shall be paid in current coin or currency or in both .
- 7.2.3.1.8 Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order on this behalf or permissible under the payment of wages Act 1956 .
- 7.2.3.1.9 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 who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen .
- 7.2.3.1.10 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 .
- 7.2.3.1.11 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-  
 "Certified that the amount shown in the column No. .... has been paid to the workman concerned in my presence on Dt..... at ....."
- 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:-
- Fines
  - 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 portion to the period for which he was absent .
  - 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 .
  - Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register .
  - 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 XII 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 The payment of contract laborers by the contractor is to be carried out as per rate issued by the Central labor commissioner from time to time.
- 7.2.5.5 The laborers engaged by the contractors for carrying out the work will be covered under ESI and EPF scheme by the contractor himself as per rules.
- 7.2.5.6 The contractor will issue employment cards to the engaged contract laborers.
- 7.2.5.7 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:
- Full particulars of the labourers who met with accident .

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- 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. Authority by whom the compensation was assessed
  - p. Remarks
- 7.2.5.8.1 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 .
- 7.2.5.8.2 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 .
- 7.2.5.8.3 The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971
- 7.2.5.9 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
- The contractor shall issue an attendance card cum wage slip to each workman employed by him .
- 7.2.6.8 The card shall be valid for each wage period .
- 7.2.6.9 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 .
- 7.2.6.10 The card shall remain in possession of the worker during the wage period under reference .
- 7.2.6.11 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 .
- 7.2.6.12 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 .
- 7.2.6.13 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 .
- 7.2.7 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 .
- 7.2.8 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 provisions .
- 7.4 Report of Investigating officer and action thereon
- The labour officer or any other persons authorised 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

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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 authorised officer as the case may be .

7.5 Inspection of Books and Slips

The contractor shall allow inspection of all the prescribes 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 authorised by the Central Government on his behalf .

7.6 Submission 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 those regulations .

8. Insurance:

8.1 Without limiting any of his other obligations or liabilities the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution . The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the 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 rise 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 BSNL 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 BSNL may require .

9. Compliance with laws and regulation:

9.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made promulgated by the Government, Governmental agency or department, municipal board, Government of other regulatory or Authorised body or persons and shall provide all certificates of compliance therewith as may be required 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 share 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 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 contractors shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of works . The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time . The contractor shall be responsible to make all arrangements at his own cost for re-watering of trenches/ducts and degasification 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. Permission from Local Body-.The Contractor will take adequate measure to get permission for laying of U/G Cable from municipality/ local body or any other authority if required and work will not be hampered due to want of necessary permission from the proper authority.

Read, understood & complied

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## SECTION IV

### SCOPE & SPECIFICATIONS OF CONTRACT

#### A. SCOPE OF WORK:

This tender is for digging trench and laying of underground telephone cables , as per standard specifications laid here under & allied works at different zones under the jurisdiction of Telecom District Manager, Telecom Dist, Bolangir. In some cases the existing UG cables either damaged or in good condition are to be recovered from the ground depending on the field conditions. The work broadly consists of the components as mentioned in the items under financial bid in section-XII.

#### 1. Approximate Quantum work to be done under different Zones

Sl.No.	Zones	U/G cable in km.s (approx) to be laid	Zone No.
1	Bolangir Town under SDE(NW OP City)	20	I
2	Bolangir & Dungleipali SDCA under SDE(NW OP Rural) Bolangir	15	II
3	Patnagarh & Kantabanji SDCA under SDE(NW OP) Patnagarh & , SDE(NW OP) Kantabanji	15	III
4	Titilagarh SDCA under SDE(NW OP) Titilagarh	10	IV
5	Sonepur & Birmaharajpur SDCA under SDE(NW OP) Sonepur	15	V

There may be variation of  $\pm 25\%$  in the quantum of work noted above.

#### B. SPECIFICATION OF WORK

1. **U/G CABLE LAYING:**
  - 1.1 **The work involves excavation of trench measuring 30 cm (width) x 100 cm (depth) in all places of Bolangir Telecom Dist. , for the cable above 5 pr. For 5pr. Cables the specification is 30 cm (width) x 60 cm (depth). The excavation also involves clearing of bushes, cutting roots of trees that may come along the route of the cable trench and throwing out stones and boulders that may be dug up during the process of trenching.**
  - 1.2 After the trenches dug up its bottom is lined with soft soil of about 05 cm thickness, a soft soil of same thickness is again to be provided after cable is laid in the trench. Whatever soft soil required for this purpose is to be arranged and supplied by the contractor himself at his own cost and no extra amount will be paid on this account.
  - 1.3 Cable has to be laid in the trench on the layer of soft soil. In some cases it may be required that more than one cable has to be laid in the same trench while in some other cases old cable may be existing in the trench. In order to avoid any damage to the cable including the existing one, utmost care is to be taken while digging, lowering of cable and laying in the trench.
  - 1.4 After the cable is lowered in the trench soft soil of about 5cm thickness is to be provided in the trench. *Then the warning bricks as per requirement for the higher gauge cables of 100 pairs and above if needed are to be laid over the cable.* The bricks should be of first class kiln burnt type in quality. The bricks are to be laid normally lengthwise over cable. **About 4 bricks are to be laid on every meter of cable length.** The bricks are to be supplied by the cable contractor himself at his own cost.
  - 1.5 After the cable and bricks are laid, the trench has to be back filled. The excavated soil shall be used for back filling the trench which will then to be rammed to the road level with due watering at the rate of one tanker full of water for 400 meters of trench, if the trench subsides within three months, the back filling and ramming to the road level shall be done again by the contractor at his own cost.

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- 1.6 Before the cable is given to contractor for laying into the trench, the trench will be inspected by the representative of the TDM, Bolangir to ensure that the depth and width of trench are as per the required specification (i.e. concerned SDE/JTO).
- 1.7 The route and joint indicators and cable markers required are to be planted. RCC pipes/GI pipes/ tubes are required to be provided at the road crossing or at any other place where ever required. Those materials will be supplied by BSNL. The contractor shall be liable to ensure safety and security of those materials from the time those stores are handed over to him or to his representative upto the time when the work is completed and accepted by the Dist. Authority after inspection.
- 1.8 The cable should be made available under proper acquaintance by the Sub-Divisional officer concerned or the representative of the Dist. Authority at BSNL store from where it has to be transported to the site by the contractor at his own cost. No separate charges will be allowed towards transportation of cable.
- 1.9 To avoid the possibility of theft of exposed cable which is already laid earlier or partly laid, the contractor will be required to arrange for watching the cable trench at night time and all the days. The watchman so employed for this purpose shall have to be paid for by the contractor himself. In case of loss of cable by theft such open trenches the contractor shall be liable to pay the compensation to the Dist. Authority basing on the value of cable so stolen.
- 1.10 In case damage is caused to the existing cables by the laborers employed by the cable laying contractor, then penalty as per **Clause 13.3 of Section –II** of this tender document will be charged to the contractor.
- 1.11 In case of road crossing, the cable shall be laid by punching the road without damaging the road surface. The punching shall be carried out by the contractor.
- 1.12 Concreting should be done at culverts and bridges under supervision of concerned Asst. General Manager Telecom and at other place where necessary, **prior permission from the Telecom District Manager is mandatory for any type of concreting work. All care must be taken normally to bypass small culverts and sufficient gap from the culvert edge is to be maintained.**
- 1.13 In case of **UG cable Jointing, BSNL will supply all jointing materials such as TSF/RTSF/TWF joint kits, connectors and DP/GI pipes/cabinet/pillar etc.**
- 1.14 JOINTING OF VARIOUS CABLES: However for the purpose of jointing of UG cables, it is required for digging of pits of appropriate size and back filling them once the jointing work is over, and assisting the line staffs (cable joiner) in jointing of cable pairs, the contractor has to provide his man power as per requirement.
- 1.15 FOR ERECTION AND TERMINATION OF DP: The work includes;
- (a) **For external DP with erection of poles**
- (i) Fitting of pole
  - (ii) Erection of pole
  - (iii) Fitting of DP on the top of GI pipe and clamping the GI pipe with pole by fitting brackets, U-backs, etc on the pole.
  - (iv) Cleaning of cable and terminating the pairs on the DP erection and termination of DP includes fitting of DP on the top of 40 mm GI pipe and clamping the GI pipe, fitting a bracket on the pole, and termination of cable on both the ends complete in all respect (distribution cable end and DP end) and concreting sub's wall about 3 meters (for internal DP).
- (b) External DP on existing pole. All the works as above except (i) and (ii).
- (c) **Internal DP**
- (i) Chiselling of wall (upto 3 metres)
  - (ii) Fixing and then cementing over the cable
  - (iii) Fixing gutka and fitting the internal DP and terminating the cable in the DP after cleaning.
- 1.16 **CONCRETING**
- The concrete, wherever required, must be of the ratio 1:2:4 in terms of cement, chips (15 cm size) & sand.
- (i) In case of river bridges / Culverts the concrete must have at least 3 no.s of horizontal MS rods of size 8mm dia and iron rings at distance of 2 ft. separation and it should be done over the river bridges / Culverts having minimum length of 20 mtrs or more. The concrete size should be of minimum 8"X8".
  - (ii) In case of small culvert and other location where ever the concrete is required it must be without MS rods.
- 1.17. In case of erection of pillars the same should be installed in safe places of suitable locality and it should be easily accessible for maintenance. Here the erection of pillar includes both regular pillars and Mini pillar in case of 5pr. Cable work. The positions close to the edge of footpaths, near transformers, below HT lines etc. must be avoided. Foundation of cabinet/pillar 600 mm high from the ground level with first class brick & cement mixture of 1:4 ratio keeping holes for drawing of cable on the front (including supply of material) and fixing of the cabinet/pillar on the foundation by using fixing bolts to be supplied by the bidder (the cabinet is to be transported from the nearest exchange to the site by the tenderer)
- 1.18 Erection, termination, painting and sign writing of DPs, Mini pillars and pillars.
- 1.19 Termination of cables in MDF, Mini Pillars, Pillars and DPs .
- 1.20 Jointing and end-to-end Testing of cables- correspondence and electrical tests –To be done departmentally.
- 1.21 Fixing, Painting and Sign writing of route and joint indicators and DPs.
- 1.22 **RECOVERY OF UG CABLE ALREADY LAID:**

The contractor has to make trenches of appropriate size for the purpose of extracting the cables which have already been laid sometimes ago. This is because it has become necessary now on the part of the authority that the UG cable which is already laid may get damage in future in the road expansion work or due to some other reason or it has become

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so bad that it requires replacement with a new cable for improving the quality of service. For this contractor has to make trenches as per the direction of the SDE incharge along the roadside. First of all the route of the cable is to be identified either by using Cable route Tracer or manually by making a number of short trenches perpendicular to the anticipated cable route. Once the cable is detected then regular trenching may be done. This work has to be done in a very delicate manner and in presence of the BSNL officer of JTO or SDE rank. Sufficient precaution has to be taken by the contractor to see that no damage occurs to any of the cable/pipe of other private operator or Govt. bodies including BSNL's own cable or pipe. In case of any damage to the cable/pipe then penalty as per **Clause 13.3 of Section –II** of this tender document will be charged to the contractor. Standardised percentage of rates depending upon the available depth of the cable have been fixed, which may be referred at Clause no-8.1.4 (i) of Section-II of this document. For this work contractor has to quote the rates separately in the financial bid.

**1.23 Documentation .**

It should be prepared in 2 copies giving route details / joint location etc. on actual measurement and to be submitted immediately after measurement. However a fixed charge of Rs. 100/- per km. should be claimed by the contractor in the bill. One for SDE office and 2<sup>nd</sup> one for TDM office

(b) The contractor will obtain a certificate from SDE incharge regarding end to end availability of all cable pairs laid by him after jointing works are over.

(c) Closing of joints will be done by the contractor under supervision of BSNL staff or officer authorized in work order.

**1.24 Allied Activities:**

1.24.1 Transportation of Materials: The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot/ Sub-Divisional Store Depot. The contractor shall be responsible for transporting the materials, to be supplied by BSNL or otherwise to execute the work under the contract to site at his/their own cost. The costs of transportation are subsumed in the quoted Rates and therefore no separate charges are payable on this account.

1.24.2 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 BSNL/public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, BSNL 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.

1.2.2.3 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/do not 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: Taking the estimated cost of work as 100%, the EMD as mentioned in the Notice Inviting Tenders has been worked out. The actual value of work may vary based on the actual requirement but generally being limited to +/- 25% of the indicated value. Jurisdiction of contract: The jurisdiction of the contract shall be for all telephone exchanges of Bolangir SSA.

Read, understood & complied

Signature of the Bidder



**SECTION V  
MATERIAL SECURITY BOND FORM**

Whereas.....(hereinafter called "the Contractor") has been awarded the contract of cable construction work, as per tender number W-32/.....

KNOW ALL MEN by these presents that WE.....OF..... having our registered office at \_\_\_\_\_ (hereinafter called the banker of "the Contractor") are bound unto..... (hereinafter called "BSNL") 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 contractor, by BSNL are damaged or
- 2. The stores issued to the contractor or by BSNL are stolen or
- 3. The Contractor is not able to provide proper account of the stores issued to him/her/them by BSNL.

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

This guarantee will remain in force up to and including one hundred and eighty(180) days after the Period of Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

Signature of bidders

Read, understood & complied

Signature of the Bidder

## SECTION – VI AGREEMENT FORM

The successful tenderer shall have to execute the following agreement;

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

\_\_\_\_\_ herein after called "The Contractor" (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, Administrative representative and assignee) of the one part & the Bharat Sanchar Nigam Limited here in represented by the head of SSA after referred as The Telecom District Manager(TDM), Bolangir , on other part.

Where as the contractor has offered to enter into contract with the BSNL Bolangir for the execution of work of trenching & laying under ground telephones cable, cable jointing, pillar construction DP fitting and other associated works in Bolangir SSA on the terms and conditions herein contained and the rates approved by the TDM, Bolangir (copy of Rate annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with 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 contract will remain valid for a period of one year from the date of signing of the agreement or till such time it is extended for further period of time as decided by the TDM, Bolangir, whichever is later.
- 2) The contractor shall, during the period of this contract execute all trenching, U.G. cable laying, cable recovering, pillar construction, DP fitting and other associated works of both new and maintenance in nature as described in tender documents and work order (annexed to the authorised by the TDM, Bolangir or any other persons authorised by the TDM, Bolangir\_ in that behalf require). It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 3) The NIT, 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 " whenever herein used.
- 4) 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 of work orders.
- 5) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 6) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL, Bolangir having bearing on execution of work and payments of work to be done under the contract.
- 7) The contractor hereby agrees that rates agreed for carrying out various works under this contract will remain valid for the period of contract .
- 8) The contract can be terminated at any time by the TDM, Bolangir as per the Clause -14 of Section-II of the tender document .
- 9) The contractor also agrees that he will make payments to the labor engaged by him as per the minimum wages (central) Rule-1960 as revised from time to time by the Central Government.
- 10) The contractor also agrees that he will give warranty for a period of one year from the date of completion of the UG cable laying work executed by him .

Signature of Contractor in presence of  
Name :

Witness 1 & 2

Signature of TDM  
Name:

Official Seal

Witness 1

Read, understood & complied

Signature of the Bidder

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

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

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in  
\_\_\_\_\_ .

Following person is hereby authorised to attend the bid opening for the tender mentioned above on behalf of  
\_\_\_\_\_ (Bidder) in order of preference given below.

Order of preference	Name	Specimen Signature
I		

Alternate  
Representative

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

- No. 1. Maximum of one representative 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.
1. Permission for entry to the hall where bids are opened, may be refused in case authorisation as prescribed above is not recovered.

Read, understood & complied  
Signature of the Bidder

**SECTION – VIII**  
**RATES OF EMPTY CABLE DRUMS**

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

SL. No.	Size of drum	Rate of disposal for each drum
1.	400 pair	Rs 375.00
2.	200 pair	Rs 250.00
3.	100 pair	Rs 150.00
4.	50 pair	Rs 125.00
5.	20 pair	Rs 100.00
6.	10 pair	Rs 75.00
7.	5 pair	Rs 50.00

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

Signature of bidder  
Tender for u/g Cable Construction works

Read, understood & complied

Signature of the Bidder

**SECTION –IX**

**DECLARATION OF NO NEAR RELATIVE WORKING IN BSNL**  
**(CIRCULAR REFERENCE NO.151-08/2002-O&M/38 Dtd. 11.09.2002)**

The Tenderer should furnish following Certificate of Undertaking that none of his/her near relative(s) is employed in BSNL Unit. The BSNL Unit for subject tender is defined as Orissa *Telecom Circle* in case of Executive Employee/Gazetted Officer and Bolangir-SSA incase of Non-Executive Employee. In the case of Proprietorship Firm, the certificate will be given by the Proprietor, for Partnership Firm, the certificate will be given by all the Partners and in case of Limited/Private Limited Company, the certificate will be given by all the Directors of Company. Xerox-copy of given format can be used if more than one person is to give Certificate.

In case of any breach of above conditions by firm/company (noticed at any stage), the tender/ work placed will be cancelled and EMD/ of such firm/company forfeited. The firm/company will also be debarred for further participation of tender in BSNL. Non-submission of the certificate will make the tender liable for rejection.

(Undertaking):

I .....  
 S/o.....Address .....  
 ..... hereby declare that none of my relative (s) as defined below is/are employed in BSNL unit as per details given in tender document. In case at any stage, if 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.

Clarification:-

1. As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person nor if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter of contract to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority.

Therefore it has been decided that the near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution or works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraph:-

- (i) The near relatives for this purpose are defined as:
  - (a) Members of a Hindu Undivided family,
  - (b) They are husband and wife,
  - (c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) & brother's wife, sister (s) & sister's husband (brother-in-law).

Signature of bidder

Read, understood & complied

Signature of the Bidder

**SECTION X**  
**BID FORM**

To,  
The Telecom. District Manager,  
Bolangir.

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 U/G Cable Laying Work in Bolangir SSA in conformity with the drawings, conditions of contract and specification as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid .

We undertake, if our Bid is accepted, we 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 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, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us .

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

Dated this ..... day of .....2012

Signature of Authorised Signatory .....  
In capacity of Sri .....(Bidder's Name)  
[Duly authorised to sign the bid for and on behalf of  
.....(Bidder's Name)]

Witness .....

Address .....

Signature .....

Date:.....

Read, understood & complied

Signature of the Bidder



## **SECTION- XII**

### **FINANCIAL BID**

NIT No-

Dated

Name Of the Tender: **UNDER GROUND CABLE LAYING WORK IN BOLANGIR SSA**

The rate must be quoted, which includes all the taxes and levies and transportation charges from divisional or sub-divisional store depot to the work site except service tax that is to be claimed extra.

SL. No.	Description of Work	Unit	Quoted Rate in Rupees.	
			In Figure	In words
1. (A)	Excavation and back filling of trench of 30 cm widthx100 cm depth as per description in the tender documents in section –IV- B(For all kinds of soils) including transportation of stores			
(I)	Without Bricks - Below 100 pr. Cable	Per Meter		
(II)	With Bricks - on 100 pr & above Cable	Per Meter		
1(B).	Excavation and back filling of trench of 30 cm width x 60 cm depth as per description in the tender documents in section-IV- B(For all kinds of soils) Without bricks For 5 Pair cable.	Per Meter		
2.	Laying of additional cable in trenches (including transportation)			
(A)	up to 20 pr.	Per Meter		
(B)	for 50 pr. to 100 pr.	Per Meter		
(C)	for 200 pr. to 400 pr.	Per Meter		
(D)	for 800 pr	Per Meter		
3. (A)	Cement concreting of U/G cable of 10 pr and above with mixture of cement: sand: chips in the ratio of 1:2:4 of size 8" x 8" over culverts, bridges and rocky patches etc ( including curing for 7 days)	Per Meter		
(B)	Cement concreting of 5 pr. U/G cable with mixture of cement:sand:chips in ratio of 1:2:4 of size 4" x 4( including curing for 7 days)	Per Meter		
4(A)	Road punching	Per Meter		
(B)	Railway Boring	Per Meter		
(C)	Road crossing asphalted road ( pichoo road)	Per Meter		
	(i) 30 cm x 60 cm	Per Meter		
	(ii) 30 cm x 100 cm	Per Meter		
(D)	Cutting along and crossing of concrete road 30 cm depth	Per Meter		

Read, understood &amp; complied

Signature of the Bidder



5.	<b>Recovery of UG Cable</b> by excavation and back filling of trench of 30 cm widthx100 cm depth as per description in the tender documents in Clause no: 1.22 of Section –IV-B (for all kinds of soil and all types of Cable of 10 pair and above)	Per Meter		
6	DP works as per Section-IV, 1.15			
(A)	External DP on existing pole			
	(i) 10 pr	Per DP		
	(ii) 20 pr	Per DP		
(B)	External DP with erection of poles			
	(i) 10 pr	Per DP		
	(ii) 20 Pr	Per DP		
(C)	Internal DP			
	(i) 5 pr	Per DP		
	(ii)10 Pr	Per DP		
	(iii) 20 Pr	Per DP		
7	Foundation of cabinet/pillar 600 mm high from the ground level with first class brick cement mixture of 1:4 ratio keeping holes for drawing of cable on the front (including supply of material) and fixing of the cabinet/pillar on the foundation by using fixing bolts to be supplied by the bidder (the cabinet is to be transported from the nearest exchange to the site by the tenderer)	Per Cabinet/ pillar		
(A)	200/400 Prs. Mini Pillar	Per Plr.		
(B)	800/1000 prs.	Per Plr		
(C)	1600/2000 Prs	Per Plr		
8				
(A)	Termination of cable in CT Box	Per Pair		
(B)	Termination of cable in Tag Block	Per Pair		

I certify that I have gone through the tender document thoroughly and the rates quoted above have been given solely by me with best of my knowledge and belief and without any influence from others.

Signature of the Bidder

Name:  
Address:

Telephone No:

Read, understood & complied

Signature of the Bidder

**CHECK LIST-****DOCUMENTS TO BE SUBMITTED ALONGWITH THE BID:**

1. Bid Security (EMD) in accordance to clause no. 7 ( **This is to be kept inside the 1<sup>st</sup> envelope and to be marked as Bid Security**)
2. Tender document (s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page . All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
3. Experience Certificate as mentioned in Eligibility Criteria Clause -6(II).
4. The latest registration certificate of the contractor/firm, Authenticated copy of partnership deed in case of partnership firm.
5. Self attested copy of PAN Card and Service Tax registration certificate.
6. Self attested copy of VAT clearance certificate.
7. Solvency certificate from the bank of the tenderer worth Rupees one lakh. The solvency certificate shall not be older than the date of issue of NIT.
8. Bid Form, duly filled in, as per section X.
9. Tenderer's profile, duly filled in, as per section XI of the tender document.
10. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents (as per section VII).
11. Self declaration regarding no near relative is employed in BSNL( as per Section-IX)
12. Self attested copy of E.P.F Registration No.& E.S.I. Registration No

**NOTE: (The documents from sl. No-2 to 12 are to be sealed in the 2<sup>nd</sup> envelope and to be marked as Technical/ Qualifying Bid)**

13. Financial BID Document as per proforma (Section XII) (**This is to be kept inside 3<sup>rd</sup> envelope and to be marked as Financial Bid**)

**[All the three envelopes are to be sealed inside a main envelope while dropping the tender.]**

Read, understood & complied

Signature of the Bidder