

T-58/OFC Construction work in Keonjhar Telecom. District.



**BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE TELECOM. DISTRICT MANAGER, KEONJHAR**

**BID DOCUMENT
(TECHNICAL)**

**Tender
For**

**OFC CONSTRUCTION WORKS
IN
KEONJHAR TELECOM. DISTRICT.**

(Tender No.: T-58/09-10 dated 23-03-2010)

Cost of tender papers: (Route wise)

Route Number

Area under the jurisdiction of

Issued in favour of.....

Received by

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Some important points about the tender

- i) One bidder can get the tender papers by downloading from internet.
- ii) The bidder shall submit, as 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 document of all the works to be executed by the bidder under the contract. (Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference).
- iii) Bid for each tender should be submitted in three envelopes placed inside a main cover. One bidder can apply for maximum of TEN(10) nos. of routes.

iv) **Award of contract**

- BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable. The work may be awarded to more than one contractor (maximum two) in a particular zone as per requirement. The work will be awarded in the ratio of (L-1: L-2) 70:30. This proportion may vary as per the actual requirement or up to the satisfaction of the authority.
- v) The bidder shall within 7 days of issue of letter of intent, give its acceptance along with material security .The agreement with the successful bidder shall be signed by the BSNL within a week of submission of material security in the form of Bank Guarantee issued by a scheduled bank valid for a period six months more than the contract period.

vi) COMMUNICATION

- 1. The bidder must give his current postal address and telephone number (landline & mobile) in which correspondence can be made.
- 2. In case any letter sent to the bidder is returned to this office undelivered in the address given by the bidder. The responsibility will lie with the bidder only. Follow up action will be started as deems fit afterwards. Receipt of any letter by the contractor from this office is the responsibility of the contractor.
- 3. It is the responsibility of the bidder to follow this office in every step of the tender/work to which he / she is concerned. In no case, the non-receipt of work order or any letter of correspondence will be entertained.

vii) EXECUTION OF WORK

If L-1 bidder fails to start / complete the assigned work within the time period as mentioned in the work order, the L-2 bidder will be called for to carry out the work at the approved rate as for L-1 bidder. Simultaneously, action will be taken against L-1 bidder. If the L-2 bidder fails to do the work, L-1 bidder of adjacent route will be offered the work at the same rate and agreement will be made with him. If he fails, L-2 bidder of the same route will be called for and action will be taken against this L-1 bidder. Likewise, other route bidders may be approached if necessity arises. In case there is no L-2 bidder for a particular route, the L-1 bidder of higher efficiency will be invited. Any route agreed with the contractor may be awarded in favour of L-2 party if necessity is felt by the authority (May be by part or full). If there is no L-2 bidder (or otherwise) for agreed route, any L-1 / L-2 bidder of other routes will be considered as felt by authority.

- viii) The successful tenderer shall have to deposit material security of amount as fixed by TDM, Keonjhar (which will be communicated to the bidders in writing after their tenders are accepted) The Material Security will be a non-interest bearing deposit, for any period what so ever.
- ix) As soon as the tender is approved by the competent authority, the bid security (2.5 % of the cost of work) deposited by the successful bidder may be converted in to the part of Performance security deposit, if the bidder requests for such conversion, which will be held by BSNL till the completion of warranty period. Besides this converted part security deposit, 7.5% amount from each running and final bill shall be deducted and credited to the performance security amount of the contractor against the contract.

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- x) **In no case, EMD will be converted to Material Security Deposit.**
- xi) 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.
- xii) The cable laid shall be guaranteed for a period of ONE YEAR from the date of laying.
- xiii) The time allowed for completion of the work as entered in the tender shall be strictly followed by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from seventh day from issue of work order by the department
- xiv) **The TDM, Keonjhar reserves the right to cancel the contract and forfeit the security deposit (both material security and performance security) if the contractor fails to commence the work within 7 days after issue of the work order.**
- xv) During excavation of trench utmost care is to be taken by the contractor so that the existing underground cables are not damaged or cut.
- xvi) Register of accident – The contractor shall maintain a register of accident in such form as may be convenient at the work place.
- xvii) Validity period of the Bid is 180 days.

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SECTION – I



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE TELECOM DISTRICT MANAGER, KEONJHAR

NOTICE INVITING TENDER

No.: T-58/09-10

dated 23-03-2010

Properly sealed (with Wax /PVC Tape) Tenders are invited by the undersigned for and on behalf of BSNL from bonafied and experienced individuals/ agencies for OFC construction works under the jurisdiction of SDO (T), Joda/Keonjhar/Anandpur and SDO (P) Keonjhar in Keonjhar Telecom. District.

Details of OFC Construction Works in Keonjhar Telecom. District.

List of the OFC routes of Telecom. District, Keonjhar for next Tender.					
Sl. No.	Name of the Route	Sub-Division	Approximated Distance (in Kms)	Estimated Cost (in Rs.)	EMD (in Rs.)
1	Joda Exchange to Joda view via Old Mausima temple.	SDOT, Joda	8	1656000	41400
2	Old Mausima Temple Joda to Joda bus stand.	SDO (T), Joda	1	207000	5175
3	Joda Exchange to Joda East	SDO (T), Joda	6	1242000	31050
4	Joda bus stand BTS to Siva Temple Joda	SDO (T), Joda	3.5	724500	18113
5	Barbil Exchange to Bhola garage	SDO (T), Joda	6	1242000	31050
6	OMC Barbil to Harihar Temple	SDO (T), Joda	2	414000	10350
7	Bhola garage OFC route to Tata Hating	SDO (T), Joda	1	207000	5175
8	Joda East BTS to Kalapahada	SDO (T), Joda	5	1035000	25875
9	Juruli Railway station to Jajanga spur route	SDO (T), Joda	1	207000	5175
10	Patch work for restoration of Keonjhar Champua Route	SDO (T), Joda	4	828000	20700
11	Champua-Joda ETR to spur route Champua (Ramla)	SDO (T), Joda	0.5	103500	2588
12	Kalapahad to Serenda Chowk	SDO (T), Joda	8	1656000	41400
13	Tuduabahal – Basudevpur	SDO (T), Joda	6	1242000	31050
14	Panchapokharia – Champua	SDO (T), Joda	6	1242000	31050
15	Kiriburu Base Camp from Balani Kiriburu	SDO (T), Joda	0.5	103500	2588
16	Thakurani – from Badabil Jindal Main Cable	SDO (T), Joda	1	207000	5175
17	High Camp From Jajanga –Rungta Cable	SDO (T), Joda	0.5	103500	2588
18	OMDC Sisumandir from Barbil to Tata Hating spur route	SDO (T), Joda	1.5	310500	7763

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19	ETR OFC spur route Kolimati	SDO (T), Anandapur	0.5	67275	1682
20	Gadama - Salinian	SDO (T), Anandapur	5	672750	16819
21	Anandapur Badadanda From Anandpur Exchange	SDO (T), Anandapur	3	403650	10091
22	Odapada – Ramachandrapur	SDO (T), Anandapur	5	672750	16819
23	Kodapada – From Anandapur-Dhakumunda	SDO (T), Anandapur	2	269100	6728
24	Naduan – Hatadihi	SDO (T), Anandapur	3	403650	10091
25	Kendua from Kesdurapal	SDO (T), Anandapur	8	1076400	26910
26	RSU Badahal to Magurgadia	SDO (P), Keonjhar	2.1	282555	7064
27	Badahal II – (IP site) on arrived (Mini link)	SDO (P), Keonjhar	1	134550	3364
28	RMC Chhak to Baniapat BTS	SDO (P), Keonjhar	1.2	161460	4037
29	Baniapat to Brahmanigaon	SDO (P), Keonjhar	2.2	296010	7400
30	Ranki form Mandua	SDO (P), Keonjhar	3	403650	10091
31	Railway Station from RSU Badahal	SDO (P), Keonjhar	4	538200	13455
32	Keonjhar – Janghira OFC spur route - Pandapada	SDO (T), Keonjhar	7	941850	23546
33	Keonjhar – Palaspanga OFC spur route - Jhumpura	SDO (T), Keonjhar	0.5	67275	1682
34	ETR OFC spur route Gadadharapur	SDO (T), Keonjhar	0.5	67275	1682
35	ETR OFC spur route Childa	SDO (T), Keonjhar	0.5	67275	1682
36	Jhanghira – Benamunda (Patch work for restoration)	SDO (T), Keonjhar	7	941850	23546
37	Binjhabahal – From ETR spur route	SDO (T), Keonjhar	0.4	53820	1346
38	Akul – From Telkoi to Sirigida OFC spur route	SDO (T), Keonjhar	0.5	67275	1682
39	Machhagarh – Saharpada to Damahuda OFC spur route	SDO (T), Keonjhar	0.3	40365	1009
40	Chamunda – Jagamohanpur to Telkoi spur route	SDO (T), Keonjhar	0.5	67275	1682
41	Murusuan – Kendeiposhi	SDO (T), Keonjhar	7	941850	23546
42	Raikala – From Jhumpura	SDO (T), Keonjhar	7	941850	23546
43	Santarapur - From Dthinkikote	SDO (T), Keonjhar	6.2	834210	20855
44	Rajnagar – From Murusuan	SDO (T), Keonjhar	4.5	605475	15137
45	Danla – From Suakati- Banspal spur route	SDO (T), Keonjhar	0.4	53820	1346

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46	Kumundi – From Anara-Banspal spur route	SDO (T), Keonjhar	0.2	26910	673
47	Katarabeda – From ETR Pipilia-Dhenkikote	SDO (T), Keonjhar	0.5	67275	1682
48	Tangarpada – From Kendeiposi	SDO (T), Keonjhar	8	1076400	26910
49	Digiposi – From Saharpada-Damahuda route	SDO (T), Keonjhar	0.5	67275	1682
50	Tobhasura – From Swampatna-Saharpada route	SDO (T), Keonjhar	0.5	67275	1682

Cost of tender Paper =

Rs. 520/- (where the tentative cost of tender is less than Rs. Five lakhs only)

Rs. 1040/- (where the tentative cost of tender is equal to or more than Rs. Five lakhs only)

(in the shape of a DD issued by any Nationalised Bank payable at Keonjhar in favour of A.O. (cash) O/o the TDM, BSNL, Keonjhar)

Last date of sale of tender paper: 12-04-2010 (13:00 hrs)

Last date of submission of tender paper: 13-04-2010 (13:00 hrs)

Opening of tender 13-04-2010 (16:00 hrs)

Tender papers will be available from SDE (Plg.), O/o TDM, Keonjhar on submission of an application (by 11.30 hrs) with cost of tender paper and attested copies of documents such as (1) PAN/ITCC, (2) Registration Certificate as a contractor, (3) Labour License issued by Labour Department (central), (4) Valid EPF number and (5) Experience Certificate : i) For routes ≤ 2 Km (having done any type of work in BSNL / Central Govt. / State Govt. / Corporate Sector) issued by an officer not below the rank of a DE or an Executive Engineer. ii) > 2 Km (Work experience for OFC laying work in BSNL / Central Govt. / State Govt. / Corporate Sector) issued by an officer not below the rank of a DGM or a Superintendent Engineer amounting minimum Rs.10,00,000/- in last 2 years. Original documents will be asked for verification. One tenderer can apply for maximum of **TEN**(10) nos. of routes.

If any of the above date falls on any BSNL Holiday or any strike/bandh, the same date will be automatically shifted to next working day. Downloaded tender paper with all formalities completed (along with cost of tender paper, EMD, other documents, etc.) will also be received by courier / post. Tender paper to be reached in this office within due time is the responsibility of the bidder.

Telecom. District Manager, Keonjhar.

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**SECTION-II
BID FORM**

Tender No. -----

To,
The TDM, BSNL,
Telecom District, Keonjhar

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 OFC Construction Works in Keonjhar TD in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of the bid.

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

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

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

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

The TDM, Keonjhar reserves the right to modify the nature and measure of any penalty mentioned in the tender as deems fit if necessity arises (due to delay in performance, sub standard work or otherwise) .

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

Signature of the bidder / Authorized agent

Name of the bidder

Address

.....
.....

Telephone No. Landline (with code).....

Mobile

Witness

Address

Signature

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

Passport size
Photograph of the
Tender / authorized
Signatory holding
Power of autonomy

1. Name of the tenderer /firm

2. Name of the person submitting the tender whose photograph is affixed
Shri / Smt

(In case of proprietary /Partnership firms, the tender has to be signed by proprietor/partner only, as the case may be)

3. Permanent address. _____

4. Present address. _____

5. Telephonic address

Landline (with code).....

Mobile..... FAX.....

6. Registration & incorporation particulars of the firm:

(Proprietorship/ Partnership/ Private Limited/ Public Limited)

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

7. Name of Proprietor/ Partner / Directors

8. Bidder’s Contractor Certificate details:

a) Registration Number.._____

b) Issuing Authority

c) Issued on

d) Valid up to._____

(An attested copy of the certificate may please by enclosed)

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

.....
.....

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10. Permanent Account Number, _____

11. Income tax circle
(Please attach a copy of last income tax return)

12. Infrastructural Capabilities

- a) Capacity of trenching per day (in meters)
- b) Capacity of cable laying per day (in meters)
- c) Capacity of pulling cable through duct per day (in meters)
- d) Capacity of engaging mazdoors per day
- e) Particulars of vehicles available with the tenderer .

Type of vehicle (s)	Registration No.

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

13. Details of Technical & Supervisory staff:

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

Place :

Date :

Signature of tenderer/Authorised signatory

Name of the tenderer

Address
.....
.....

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SECTION – IV INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS :

- a) BSNL : BSNL means Bharat Sanchar Nigam Limited (A Government of India Enterprise)
- b) Department : The department means the Department of Telecommunications / Department of Telecom Services or any other Department under the Ministry of Communications, which invites the tenders on behalf of the President of India. All references of :
Department Chief GM / Principal GM /GM/ TDM / Deputy GM / Area Manager / Director Divisional Engineer / Sub Divisional Engineer / Junior Telecom Officer Chief Accounts Officer / Accounts Officer / Assistant Accounts Officer / Junior Telecom Officer Including other officers in the department, whatever designation assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the Department of Telecommunications under the Ministry of Communications, Government of India.
- c) The Head of the TD : Means The TDM, BSNL, Keonjhar and his successors.
- d) The jurisdiction of the Head of the TD: Means the jurisdiction of the TDM BSNL, Keonjhar.
- e) Representative of the head of the TD : Means Representative of TDM, BSNL, Keonjhar (Officer and staff for the time being deputed by the TDM Telecom for inspecting or supervising the work or testing etc).
- f) Engineer-In-Charge : The Engineer - In-Charge means the Engineering Officer nominated by TDM, Keonjhar to supervise the work, under the contract. (Minimum Divisional Engineer level Officer).
- g) Site Engineer : Site Engineer shall mean an SDE/SDO of the BSNL who may be placed by the TDM, BSNL, Keonjhar, as in-charge of the work at site at any particular period of time.
- h) A/T Unit : A/T unit shall either form circle office or T&D circle.
- i) Contract : The term contract means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- j) Contractor : The contractor shall mean, the individual, firm or company registered with appropriate authority in accordance with procedure for 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 construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- 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.

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- n) Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- o) Extension of time : Extension of time means the time granted by the 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 7th 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 work completion of work : The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- 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 act of BSNL damages from aircraft, other causes over which, the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

2. ELIGIBILITY OF BIDDERS

The invitation of bid is open to contractors as per their eligibility mentioned in the NIT of this tender document.

3. BID DOCUMENTS

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

- 3.1.1 Qualifying Bid:
 - 3.1.1.1 Notice Inviting Tender
 - 3.1.1.2 Bid Form
 - 3.1.1.3 Tenderer's profile
 - 3.1.1.4 Instructions to Bidders
 - 3.1.1.5 General (commercial) conditions of the contract.
 - 3.1.1.6 Special conditions of contract
 - 3.1.1.7 Scope of work and jurisdiction of the contract
 - 3.1.1.8 OFC construction specifications
 - 3.1.1.9 Material security bond form
 - 3.1.1.10 Agreement (Sample)
 - 3.1.1.11 Letter of Authorization for attending bid opening
 - 3.1.1.12 List of documents to be submitted along with the qualifying bid.
 - 3.1.1.13 Rates of empty cable drums
- 3.1.2 Financial Bid

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

4. QUERIES ON BID DOCUMENTS

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

5. AMENDMENT OF BID DOCUMENTS

5.1 At any time, prior to the date for submission of bids, the BSNL may, for any reason whether suo-moto or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

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- 5.2 The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the BSNL and these amendments will be binding on them.
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission/opening of bids suitably.

B) PREPARATION OF BIDS

6. COST OF BIDDING

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

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

- (i) Cost of Tender paper & Bid Security (EMD),
- (ii) Tender document(s) in original duly filled in and signed by tenderer or its authorized representative along with seal on each page. All corrections and over-writing must be initialed with date by the tenderer or the authorized representative. (Seal is optional for individual bidder)
- (iii) The bidder shall furnish as part of its bid documents establishing the bidder's eligibility, the following documents:
- (1) PAN/ITCC, (2) Registration Certificate as a contractor, (3) Labour License issued by Labour Department (central), (4) Valid EPF number and (5) Experience Certificate : i) For routes ≤ 2 Km (having done any type of work in BSNL / Central Govt. / State Govt. / Corporate Sector) issued by an officer not below the rank of a DE or an Executive Engineer. ii) > 3 Km (Work experience for OFC laying work in BSNL / Central Govt. / State Govt. / Corporate Sector) issued by an officer not below the rank of a DE or an Executive Engineer amounting minimum Rs.5,00,000/-. (6) Original Power of Attorney in case person other than the bidder has signed the agreement, (7) The registration of firm, authenticated copy of partnership deed in cases of partnership firm, (8) Letter of Authorisation to attend the opening of the tender, (9) Declaration regarding no relative of the bidder working in BSNL Original documents may be asked for verification

Material Security, Performance Security, Bank Solvency Certificate, and List of qualified personnel to be deployed by the bidder for the work are to be submitted at the time of making agreement. (Details have been given in Section XII)

8. BID SECURITY (Earnest Money Deposit)

- 8.1 The bidder shall furnish as part of its bid, a bid security (EMD) (as mentioned in NIT, applicable for respective section individually being applied for). No interest shall be paid by the BSNL on the bid security for any period what so ever.
- 8.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture.
- 8.3 Bid security shall be paid in the form of BC/DD issued by a schedule bank, drawn in favour of Accounts Officer (Cash), BSNL, O/o TDM Keonjhar payable at Keonjhar
- 8.4 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the BSNL as non-responsive.
- 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible.
- 8.6 The successful bidder's bid security may be converted to a part of performance security deposit if the bidder requests for such conversion
- 8.7 The bid security shall be forfeited
- 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.7.2 If the bidder make any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the BSNL or

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- 8.7.3 In case of successful bidder, if the bidder fails
(i) to sign the agreement in accordance with clause 25, or
(ii) to furnish Material Security in accordance with clause 24.

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies in case of works to be executed. The contractor shall be responsible for transporting the materials, to be supplied by the BSNL (At the sub-divisional store) or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard schedule rates and therefore no separate charges are payable on this account. The offer shall be firm in India Rupee.
- 9.2 Prices shall be quoted by the bidder as per financial bid. Prices quoted at any other place shall not be considered.
- 9.3 The price quoted by the bidder shall remain fixed during the entire period of contact 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.
- 9.4 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated on the schedule of rates (Financial bid. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

10. PERIOD OF VALIDITY OF BIDS

- 10.1 Bid shall remain valid for 180 days from date of opening of the bid (Qualifying bid). A bid valid for a shorter period shall be rejected by the BSNL as non-responsive.

11. SIGNING OF BID

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

C) SUBMISSION OF BIDS

12. METHOD OF PREPARATION OF BID

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

ENVELOPE	MARKED ON THE COVER	CONTENTS OF ENVELOPE
First	Bid Security	Containing Bid security as per clause 8
Second	Qualifying Bid	Containing documents as per clause 7 except bid security.
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format.

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

All envelopes (3 inner & one outer) must be properly sealed and super scribed

- 12.3 The tenderer will be bound by all terms, conditions and specifications as detailed in the tender document.
- 12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
13. SUBMISSION OF BIDS
- 13.1 Tenders should be dropped in person in the tender box placed in the office of Divisional Engineer (P&A), O/o TDM, BSNL, Keonjhar or received by post / courier before the closing (date & time) of tender, as mentioned in NIT. It is the sole responsibility of the tenderer that he should ensure timely submission of tender. The slit of tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by TDM, Keonjhar or by any of the subordinates or will not be allowed to be deposited in the tender box.
- 13.2 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reason for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board. If the date of opening of bid is declared as holiday, the bids will be opened on the next working day at the same time and venue.
- 13.3 The BSNL if subsequently declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
14. LATE BIDS
- 14.1 Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned to the bidder
15. MODIFICATIONS AND WITHDRAWAL OF BIDS
- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with wax/packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.
- D) BID OPENING AND EVALUATION
16. OPENING OF BIDS BY THE BSNL
- 16.1 BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend on due date at time. The bidder’s representative, who is present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in Section XI).
- 16.2.1 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The bid shall be opened in the following manner:
- 16.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. e.g., if 10 tenders have been received, the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

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- 16.3.2 The envelope containing the tender offer and not properly sealed, as required vide Para 16.3.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reason for not opening such tender offer shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
 - 16.3.3 First the outer envelope containing the three envelopes be opened. The bid opening committee shall initial on all three envelopes with date.
 - 16.3.4 Among these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.
 - 16.3.5 (The bidders who have submitted proper bid security as per tender document, their "Qualifying Bid" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC). After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
 - 16.3.6 (After recording of the "Qualifying Bid" the TOC will place all the financial bids submitted by the bidder in all envelope and will seal it with a wax for keeping in safe custody).
 - 16.4 The financial bid shall be opened in the following manner:
 - 16.4.1 (The envelope marked "Financial Bid" will be opened only for qualified tenders in "Qualifying Bid").
 - 16.4.2 The date and time of opening of Financial Bid shall be conveyed to all the bidders who have qualified in qualifying bid and their representative shall be allowed to attend the financial bid opening.
 - 16.4.3 After opening the financial bid, the bidder's name, bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate, will be announced at the opening.
 - 16.4.4 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.
17. **CLARIFICATION OF BIDS BY THE BSNL**
To assist in examination, evaluation and comparison of bids, the 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.
18. **PRELIMINARY EVALUATION**
 - 18.1 BSNL shall evaluate the bids to determine whether they are complete, whether any-computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
 - 18.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of errors, his bid shall be rejected.
 - 18.3 Prior to the detailed evaluation, pursuant to clause 22, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which 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.
 - 18.4 A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
 - 18.5 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.
19. **EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**
 - 19.1 BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18. The evaluation and comparison of responsive bids shall be done on the basis of lowest bidder based on rates quoted in financial bid in total cost of all items added together.
 - 19.2 The bidders may be asked to submit relevant documents in support of their technical capability and financial stability to carry out the work
 - 19.3 The bidders may be asked to show the original documents during evaluation of the tender.

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20. CONTACTING THE BSNL
- 20.1 Subject to clause 17 no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 20.2 Any effort, by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.
21. AWARD OF CONTRACT
- 21.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable. **The work may be awarded to more than one contractor (maximum two) in a particular route as per requirement. The work will be awarded in the ratio of (L-1:L-2) 70:30. This proportion may vary as per the actual requirement or up to the satisfaction of the authority.**
- 21.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the BSNL and the contractor. The tender may be extended for another one year depending upon the quality of service rendered by the contractors or otherwise.
22. BSNL'S RIGHT TO VARY QUANTUM OF WORK
- 22.1 BSNL at the time of award of work under the contract, reserves the right to decrease or increase the work by as per requirement of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.
- 22.2 The estimated cost of work is as mentioned in the Notice Inviting Tender which has been worked out based on standard schedule rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +/- 50% of the indicated value.
- 22.3 In exceptional situation where the requirement is of an emergent nature and it is necessary for continuation of works, the TDM, Keonjhar reserves the right to increase up to 60% of the quantum of works specified in the schedule of requirement contained in the running tender /contract within a period of 12months from the earliest date of acceptance of tender at the same rate with the existing approved contractor with the same terms and conditions specified in the tender.
23. 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 annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action.
24. ISSUE OF LETTER OF INTENT
- 24.1 The issue of letter of intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.
- 24.2 **The bidder shall within 7 days of issue of letter of intent, give its acceptance along with material security** in conformity with clause 5.(1) section-V, provided with the bid documents.
25. SIGNING OF AGREEMENT
- 25.1 The signing of agreement shall constitute the award of contract on the bidder. **The agreement with the successful bidder shall be signed by the BSNL within a week of submission of material security in the form of Bank Guarantee issued by a scheduled bank valid for a period six months more than the contract period** as per clause
- 25.2 As soon as the tender is approved by the competent authority, the bid security deposited by the successful bidder shall be compulsorily converted in to the part of Performance security deposit, which will be held by BSNL till the completion of warranty period. Besides this converted part security deposit, 7.5% amount from each running and final bill shall be deducted and credited to the performance security amount of the contractor against the contract.

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26. ANNULMENT OF AWARD

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

27. COMMUNICATION

- 1. The bidder must give his current postal address and telephone number (landline & mobile) in which correspondence can be made.**
- 2. In case any letter sent to the bidder is returned to this office undelivered in the address given by the bidder. The responsibility will lie with the bidder only. Follow up action will be started as deems fit afterwards.**
- 3. It is the responsibility of the bidder to follow this office in every step of the tender/work to which he / she is concerned. In no case, the non-receipt of work order or any letter of correspondence will be entertained. Receipt of any letter by the contractor from this office is the responsibility of the contractor.**

28. EXECUTION OF WORK

(i) The work may be awarded to more than one contractor (maximum two) if exigency arises. The work will be awarded in the ratio of (L-1:L-2) 70:30. This proportion may vary as per the actual requirement or up to the satisfaction of the authority.

(ii) If L-1 bidder fails to start / complete the assigned work within the time period as mentioned in the work order, the L-2 bidder will be called for to carry out the work at the approved rate as for L-1 bidder. Simultaneously, action will be taken against L-1 bidder. If the L-2 bidder fails to do the work, L-1 bidder of adjacent zone will be offered the work at the same rate and agreement will be made with him. If he fails, L-2 bidder of the same zone will be called for and action will be taken against this L-1 bidder. Likewise, other zone bidders may be approached if necessity arises. If an L-2 bidder does not exist for a particular route, the L-1 bidder of higher efficiency will be invited. Any route agreed with the contractor may be awarded in favour of L-2 party if necessity is felt by the authority (May be by part or full). If there is no L-2 bidder (or otherwise) for agreed route, any L-1 / L-2 bidder of other routes will be considered as felt by authority.

(iii) The TDM, Keonjhar reserves the right to cancel the contract and forfeit the security deposit (both material security and performance security) if the contractor fails to commence the work within 7 days after issue of the work order. If the contractor fails to complete the work as specified in the work order, the ongoing job by the contractor will be stopped and the rest of the job will be awarded as per (ii) above. At the same time, the action as deemed fit will be initiated against the irresponsible contractor.

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SECTION – V GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

The TDM, Keonjhar reserves the right to modify the nature and measure of any penalty mentioned in the tender as deems fit if necessity arises (due to delay in performance, sub standard work or otherwise).

1. APPLICATION

The general conditions shall apply in the contracts made by the BSNL for execution of the work of up-gradation & rehabilitation of external plant in Keonjhar Telecom. District.

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 will not affect the price during the period.

4. SUBCONTRACTS

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

5. SECURITY (No interest will be paid to the contractor on the security deposit.)

(i) Material Security

a. **The successful tender shall have to deposit material security of amount as fixed by TDM, Keonjhar (which will be communicated to the bidders in writing after their tenders are accepted) 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 stores have to be issued to the contractor, then the material security will be suitably increased as per direction of approving authority.

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

d. The Material security shall be released / refunded after last final bill of the work under contract or final settlement of material account whichever is later on production of "no dues certificate" from concerned field officer.

(ii) PERFORMANCE SECURITY

a. **As soon as the tender is approved by the competent authority, the bidder has to submit 10% of the tender cost as Performance Security in the form of Bank Guarantee. After this deposit is done the EMD will be sent back to the bidder.**

The EMD deposited by the successful bidder may be converted in to the part of Performance security deposit if the bidder requests for such conversion. Besides this converted part security deposit, 7.5% amount from each running and final bill shall be deducted and credited to the performance security amount of the contractor against the contract.

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

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- c. The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
6. ISSUE OF WORK ORDERS AND TIME LIMIT
- 6.1 The work order shall be issued so as to include all items of works. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time. The work order for main works will be issued first and a different work order for other related work will be issued separately. The work shall be taken up in such a way that whole work is completed in a shortest possible time.
- 6.2 The work orders shall be issued by the field officer of concerned area after examining the technical and planning details of the works to be executed. The work order shall be given strictly under the provision available in the sanctioned detail estimate. Once the approved tenderer receives work order worth 80% of total cost of agreement, the same shall be intimated to planning section by approved tenderer immediately.
- 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 a DGM.
- 6.4 **The Sub Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.**
- 6.5 The TDM, Keonjhar 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 SSA Head, 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.**
- 7.1.2 In as much as “the time being deemed to be the essence of contract” throughout the stipulated period of contract, the work is to be proceeded with all the diligence on the part of the contractor.
- 7.2 **Application for extension of the Time and Sanction of Extension of Time (EOT)**
- 7.2.1 There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed form (Part-A) to the engineer-in-charge for extension time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-In-charge shall forward the request to the competent authority (an Officer of the rank of JAG level in-charge of cable construction work) with his detailed report and photocopy of the hindrance register, in the prescribed form (Part-B) within three days of receipt of request from the contractor.
- 7.2.1.1 The application contains the ground(s), which hindered the contractor in execution of work.
- 7.2.1.2 The engineer in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 7.2.2 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- 7.2.3 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom Officer competent to grant the extension of time.
- 7.2.4 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer In-charge.

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7.2.5 If the competent authority is of the opinion that the grounds shown by the contractor are not reasonable and sufficient and declines to grant the extension of time, the contractor 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 application:

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

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

8.1 MEASUREMENT

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

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

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

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

- **Measurement of depth of trenches**

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

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

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be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

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

- **Measurement of Lengths and profiles of strata and protection**

The measurements of length of trenches are on running meter basis, irrespective of type of soil encountered while digging.

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

- **Measurement of length of cable :** The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring Tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
- **Measurement of other items :** The measurement /numerical details of other items shall be recorded in the sheets provided for respective items viz.
 - Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber of Pre Cast RCC type.
 - Fixing, Painting and sign writing of route/joint indicators
 - Termination of Cable in equipment room and no. of joints.

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

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

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

8.2 INSPECTION AND QUALITY CONTROL

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

8.2.2. The quality of O.F. Cable Plant depends upon the quality of individual items of work involved viz. depth of cables laid, care while paying & laying, protection, jointing of cables and termination in equipment room and at last but not the least on documentation

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of cable network. In order to ensure quality in Cable Construction Work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

- 8.2.3. It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.
 - 8.2.4. An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).
 - 8.2.5. In addition to Acceptance Testing being carried out by A.T. Wing and supervision by Construction Officers, all works at all times shall be open to inspection of the department. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.
 - 8.2.6. Site Order Book : The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. In these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.
- 8.3 TESTING AND ACCEPTANCE TESTING
- 8.3.1 The work shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.
 - 8.3.2 Scope of Acceptance and Testing: The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurement for the purpose of billing and contractual obligations. However, if the Measurements taking by A.T. Officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. Office shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The Contractor shall be obligated to remove defects/deficiencies pointed out by the A/T Officer without any additional cost to the department.
 - 8.3.3 Offering the work for acceptance and testing : The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.

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

9. WARRANTY

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

9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions material so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the department, the Department may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the Department may have against the contractor in respect of such defects.

9.3 The O.F. Cable laid shall be guaranteed for a period of one year from the date of laying.

9.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

10. AUDIT AND TECHNICAL INSPECTION

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 bills and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills 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 agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the TDM Telecom or his subordinate officer.

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

11. PAYMENT TERMS (Bills must be submitted within one month of completion of the work)

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 cables 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. The procedure for preparation of running and final bills is enumerated as under.

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11.1.1.1 Procedure for preparation, processing and payment of running bills: The contractor shall prepare the running bill in triplicate ensuring execution of part work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to SDE In-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book and after acceptance and testing of all the items involved in the work. The contractor should submit the running bill within 10 days of acceptance and testing. The SDE In-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the SDE to ensure whether the defects pointed during execution have been rectified or not. **The SDE In-charge of work shall scrutinize the bills and accord necessary certificate (including certificate regarding provision of store & cash in the estimate from SDE (Estimate) and regarding issue of store against the estimate from SDE (MM) positively) and submit the running bills with the documents as mentioned below to the Divisional Engineer In-charge of work. Any variation in the quantity of store utilized from provision of store in the estimate must be justified counter-signed by the DE. Approval from the TDM, Keonjhar for the same MUST be enclosed.**

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

11.1.1.2 The Divisional Engineer shall exercise the prescribed checks to the bills and accord necessary rectification on the bills. The Divisional Engineer shall retain the third copy in record and record it in the estimate file maintained in his office and send first and second copies with all documents to Work 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 bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed after necessary scrutiny by works section, by the officer competent to pass the bill. Against any running bill, 7.5% of the bill amount towards performance security deposit and statutory taxes as applicable to contract shall be deducted at the time of payment from each running bill. Account payee cheque for the amount passed in the bill will be issued only after the contractor gives stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contractor's ledger by Works section of the Planning cell.

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

11.1.2 Procedure for preparation, processing and payment of Final bill: The contractor shall prepare the final bill in triplicate after completion of the entire work entrusted against the work order and acceptance and testing of all the works and submit the same to SDE In-charge of work within 15 days of acceptance and testing. The final bill shall be prepared for all the measurement of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details –

- The bill for all the quantities as per measurements at the approved rates.
- Adjustment of amount received against running bills.
- Adjustment of 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 go-down as surplus with requisite verifications from store in-charge/ SDE In-charge of work.
- Letters of grant of E.O.T(s), if work could not be completed within stipulated time.

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- 11.1.2.1 The SDE In-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificate 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 (an also A/T reports incase of any deviation noted by A/T officer) The SDE In-charge of work shall submit the final bills along with other documents mentioned above with the documents as mentioned hereunder to the Divisional Engineer In-charge of work.
- Bills prepared by the contractor.
 - Material reconciliation statement.
 - Measurement book.
 - A/T certificates.
 - The site order book.
 - The hindrance registers.
 - Details of recoveries/penalties for delays, damages to Department/Third party properties as per provisions of the contract. Incase no recovery is to be made, NIL report needs to be submitted.
- 11.1.2.2 The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy of the bill along with photocopies of other documents not available to his estimate file and send first and second copies of the bills, measurement book and other documents submitted by SDE, along-with the bills as above to Work section of the Planning cell for processing and final payment.
- 11.1.2.3 The work section of planning cell shall process the bill in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provision in the estimate etc. The work section shall scrutinize bill who recover all the liabilities of the contractor and statutory taxes besides 10% payment against security deposit. The bill shall be passed, after necessary scrutiny by works section to the Officer competent to pass the final bill.

11.2 PROCEDURE FOR PAYMENT FOR SUB STANDARD WORKS

- 11.2.1 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to a substandard work hereinafter), the Divisional Engineer In-charge of shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- 11.2.2 Timely action by Construction Officers: Timely reporting and action to a great extent can prevent recurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer IN-charge besides making an entry in the site order book. A notice in respect of defective work shall be given 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, of 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 sub standard work in time on the part of Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.
- 11.2.4 Authority and procedure to accept sub standard work and payment thereof : There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the Head of SSA, the items in question will not materially deteriorate the quality of service provided by the construction, the head of SSA shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable construction involving sub standard item of work, as Chairman and one SDE (Planning) and an Accounts Officer as

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members. The committee shall also 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 item 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 rates 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 tender document (Qualifying bid). The rates are fixed and there is no percentage above or below applicable 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.
- 12.4 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 within 3 days of becoming empty, the 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 General Manger Telecom) 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 shall be strictly followed by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from seventh day from issue of work order by the department.** The work shall, through out the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly and the contractor shall pay as penalty an amount equal to 0.25 percent of the estimated amount per day of delay in completion of work, subject to a maximum of 10(ten) percent of the cost of the work awarded.
- 13.1.2 On any date the penalty payable as above, reaches 10(ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as my be agreed between the Divisional Engineer and contractor.
- 13.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and / or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of this 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 TDM Telecom will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor.

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

- 13.1.5 **The TDM, Keonjhar reserves the right of cancel the contract and forfeit the security deposit (both material security and performance security) if the contractor fails to commence the work within 7 days after issue of the work order.**

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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 time limit allowed may be imposed by the BSNL. The penalty will be addition to that payable for delay or slow work.**

13.2.2 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt./public place, which may cause inconvenience to Govt./public. **If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the BSNL is at liberty to dispose off the drums in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/waster materials form the bill/security deposit/along with the cost incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty up to rupees 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 TDM, Keonjhar shall be final and binding.

13.3 PENALTY FOR CUTTING/DAMAGING THE OLD CABLE

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

Size of existing cables cut/damaged	Amount of penalty per cut/damage
Up to 100 Pairs cable	Rs. 0500.00 (Five hundred)
Above 100 Pairs & up to 400 Pairs	Rs. 1000.00 (One thousand)
Above 400 Pairs	Rs. 2000.00 (Two thousand)

Besides the above penalty, the contractor shall carry out such repairs for restoration of the damaged cable free of charge. The cost of jointing kit shall also be borne by the contractor, if contractor fails to repair the damage, the cost of repair (including cost of labour + Jointing kit) shall be recovered from the contractor. In case of damage of OFC , Rs.50,000/- (Rupees Fifty Thousand) will be charged per fault for levying both penalty and compensation.

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

13.4.1 **The contractor while taking delivery of materials supplied by the 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.**

13.4.3 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

14.1 CIRCUMSTANCES FOR RESCISSION OF CONTRACT

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

- If the contractor commits breach of any item of terms and conditions of the contract.
- 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.
- If the contractor had been given by the Officer in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

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- 14.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under –
- 14.2.1 Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
- 14.2.2 The unused material (supplied by the department) available at site, shall be transported back by the department to the Telecom store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per condition in tender documents/bid.
- 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 (L 2, L 3, ----) at their quoted rates. If the work was awarded on single tender basis then the department shall got the unexecuted work completed through any other contractor approved under TDM, KEONJHAR at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the Department at the risk and cost of the contractor. In such a event no compensation shall be payable by the 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 TDM, KEONJHAR in concurrence with IFA 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 the department or from a security deposit.**
- 14.2.4 The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.
- 14.3 TERMINATION FOR INSOLVENCY
- 14.3.1 The BSNL may at any time terminate the contract by giving written notice to the contractor without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue to the BSNL.
- 14.4. OPTIONAL TERMINATION BY THE BSNL (Other than due default of the contractor)
- 14.4.1 The BSNL may, at any time, at its option cancel and terminate the 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 of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.
- 14.4.2 In the event of termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the BSNL or as the BSNL may direct.
- 14.4.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under the contract and may part of such items without any compensation whatsoever to the contractor.
- 14.5 ISSUANCE OF NOTICE
- 14.5.1 **The Divisional Engineer In-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress, to the contractor directing to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along-with a detailed report to the competent authority who had accepted the contract. The draft final notice shall be got legally vested from a Government Counsel.**

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

15. INDEMNITIES

- 15.1 The contractor shall at all times hold the 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 indemnify 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 or 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 ay 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 won cost at the BSNL's request defend any suit or other proceedings 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 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 ceased to exit, and the decision of the 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, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

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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 matters decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the GMTD, Dhenkanal or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being

entrusted whether in addition to the functions of the GMTD, Dhenkanal or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the GMTD, Dhenkanal or the said officer is unable or unwilling to act as such to sole arbitration or some other person appointed by the GMTD, Dhenkanal. 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 BSNL servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL servant he has expressed view 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 reason whatsoever such GMTD, Dhenkanal 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 the predecessors.

17.2 The arbitrator may, from time to time, with the consent of all the parties change the time for making (and publishing) the award. Subject to the aforesaid provisions, the Arbitrator Act 1940 and the Rules made there under and any modification thereof for the time being in force shall deem to apply for the arbitration proceedings under this clause.

17.3 The venue of the arbitration proceeding shall be the office of the GMTD, Dhenkanal or such other place as the arbitrator may decide. The following procedure shall be followed –

17.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.

17.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.

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

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

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

17.3.6 The 'points of defence' will be based on actual conditions of the contract.

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

17.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".

17.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

18. SET OFF

18.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the 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 the contract made by the contractor with BSNL or Govt. or such other person or persons contracting through Govt. of India.

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SECTION –VI SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL

- 1.1 The work shall be accepted only after Acceptance Testing carried out by DOT/DTS/BSNL team designated by the TDM, Keonjhar as per the prescribed schedule and work/material passing the test successfully.
- 1.2 The TDM, Keonjhar reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.3 The TDM, Keonjhar reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 The TDM, Keonjhar reserves the right to counter offers price(s) against price(s) quoted by the bidder.
- 1.5 Any clarification issued by the TDM, Keonjhar, in response to query raised by the prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clauses of the bid documents.
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer In-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8 The work may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the TDM, BSNL, Keonjhar. Any route agreed with the contractor may be awarded in favour of L2 party if necessity is felt by the authority (May be part or Full). If there is no L2 bidder (or otherwise) for an agreed route, any L1 / L2 bidder of other routes will be considered as felt by the authority.
- 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of the TDM, BSNL, Keonjhar shall be final.
Note: Receipt of any letter by the contractor from this office is the responsibility of the contractor.
- 1.10 If at any time after the commencement of work, the TDM, Keonjhar may feel that extension of whole or part of work, as specified in the tender is not required to be carried out, then the TDM, Keonjhar shall give notice in writing of the fact to the contractor who shall have no claim to any amount 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 alteration 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 claim against the contractor for the payment of a sum of money arises out of or under the contract, the TDM, Keonjhar shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any TDM, BSNL, Keonjhar promissory notes etc. forming the whole or part of such security or running / final bill pending against any contract with the TDM, KEONJHAR. In the event of 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 TDM, KEONJHAR Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to TDM, Keonjhar on demand the balance remaining due.

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- 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. The contract is liable to be cancelled if either the contractor or any of the employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the 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, KEONJHAR shall have the power to terminate the contract without any notice.
- 1.14 Without prejudice to any of the rights or remedies under the contract, if the contractor dies, the TDM, Keonjhar on behalf of the BSNL can terminate the contract without compensation to the contractor. However the TDM, KEONJHAR at his discretion may permit contractor's heirs to perform the duties or engagement of the contractor under the contract, in case of his death. In this regard the decision of the TDM, Keonjhar shall be the final.
- 1.15 In the event of the contractor, winding up his company or account of transfer or merge 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 or perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- 1.16 INTERPRETATION OF THE CONTRACT DOCUMENT
 - 1.16.1 The representatives of the TDM, Keonjhar 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, BSNL, Keonjhar whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representatives of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of the supervisory personnel with the contents of all the contract documents.
- 1.17 NOTIFICATIONS
 - 1.17.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, supervision, resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper correlation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and/or with such other information and /or supporting figure and data as may from time to time as directed or required.
- 1.18 SHUT DOWN ON ACCOUNT OF WEATHER CONDITIONS
 - 1.18.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other force majored conditions.
2. STORES SUPPLIED BY THE 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 5(1) of section-V. If at all the work requires more amount of materials to issue to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it.
 - 2.2 The contractor shall transport (including loading and unloading) all stores issued to him from Sub-divisional Telecom Stores, to the work site at his own cost. The TDM, KEONJHAR shall not pay any transportation charges to the contractor.

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- 2.3 All materials supplied to the contractor by the TDM, KEONJHAR shall remain the absolute property of TDM, Keonjhar 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 representatives of TDM, Keonjhar. In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract, shall be returned to the TDM, Keonjhar at apace informed to him by the TDM, Keonjhar, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills from or from any other security.
- 2.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the TDM, Keonjhar, which in the contractor's custody whether or not installed to the work. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.
- 2.5 The contractor shall submit a proper account every month of all the materials supplied to him by the TDM, Keonjhar 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 "TDM, Keonjhar's calculation" (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc.
- 2.6 The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the TDM, Keonjhar, at the later designated store in good condition, free of charges, any unused materials that were supplied by the TDM, Keonjhar.
3. EASEMENT, PERMITS, LICENCES AND OTHER FACILITIES
- 3.1 The contractor shall obtain/provide at the own cost all easements, permits and licence necessary to do its work except for the following, which shall be provided by the representative of the TDM, Keonjhar
- (A) Right of User easements and permits
 - (B) Railway and Highway crossing permits including bridge
 - (C) Canal / stream crossing permits
- 3.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and then across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.3 The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangements with the particular property owners and / or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangements as also breach and claim and shall be entitled with a copy to the Divisional Engineer.
- 3.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, Telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles, which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User", some construction and such contingency shall be deemed to have been providing for in the rates.
- 3.5 At location where the U/G cable trench is routed across along railways or roads, the contractor shall without extra cost provide and maintain such detours and road controls as are required by the railways or government or local agencies having jurisdiction.
- 3.6 If the TDM, KEONJHAR is not able to provide above mentioned permits etc. in time then the extension of time shall be provided as per EOT clause in tender document.

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4. QUALITY OF WORK

The TDM, Keonjhar shall be the final judge of the quality of the work and the satisfaction of the TDM, Keonjhar in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the TDM, Keonjhar 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 TDM, BSNL, Keonjhar 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 document.

5. TAXES & DUTIES

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

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES

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

6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL regulations as to placing of warning boards (minimum size 3' X 2') , traffic signals, barricades, flags etc. at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs. 500/- per day shall be Levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and / or property crossing or adjacent to the cable trench being excavated.

6.3 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along railway bridges, highways, safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.

6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables and or other structure.

6.5 The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the TDM, KEONJHAR from and against all actions, cause of actions, damages, claims and demands whatsoever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the TDM, KEONJHAR 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 sum necessary to liquidate the personal or property damages, resulting there from.

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7. LABOUR WELFARE MEASURE AND WORKMAN COMPENSATION

7.1 Obtaining licence before commencement of work: The contractor shall obtain a valid licence under the Contract Labour (R&A) Act 1970 and the Central Labour (Regulation & 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 to the provision of the Child Labour (Prohibition & Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

7.2 CONTRACTORS LABOUR REGULATIONS

7.2.1 Working Hours:

7.2.1.1. Normally working hours of an employee should not exceed 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. When the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages, for weekly day or rest, the worker be entitled to rest day wages or 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 for the normal weekly holiday at the overtime rate.

7.2.2 DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall, before he commences the 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 language spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information.

7.2.3 PAYMENT OF WAGES

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

7.2.3.2. No wage period shall exceed one month.

7.2.3.3. The wages of every person employed as contract labour in an establishment or by a contractor 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 wage period in respect of which the wages are payable.

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

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

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

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- 7.2.3.7 All wages shall be paid in current coin or currency or in both.
- 7.2.3.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 7.2.3.9 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer In-charge under acknowledgement.
- 7.2.3.10 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer In-charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 7.2.3.11 **The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer In-charge as the case may be a certificate under the signature at the end of the entries in the ‘Register of Wages’ or the ‘Wages-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.....at.....20....”.

7.2.4 FINES & DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- 7.2.4.1. The wages of a worker shall be paid to him with-out any deductions of any kind except the following :
- (a) Fines
 - (b) Deductions for advance from duty i.e. from the place or the place where by the terms of the employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage to or lass 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 the neglect or default.
 - (d) Deduction for recovery of advance or for adjustment of overpayment of wages, advance granted shall be entered in a register.
 - (e) Any other deductions, 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 deductions 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 from XII of the Central Labour (R&A) Central Rules (97).
- 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 from XVI of the CL (R&A) Rules (97).
- 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 from XVII of the CL (R&A) rules (97).
- 7.2.5.4 **Register of accident – The contractor shall maintain a register of accident in such form as may be convenient at the work place** but the same shall include the following particulars.
- a) Full particulars of the labourers who met the accident
 - b) Rate of wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time & 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

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- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation
- m) Amount paid with details of the person to whom the same was paid
- n) Authority by whom the compensation was assessed.
- o) Remarks

7.2.5.5 The contractor shall maintain a Register of Fines in the form XII of the CL(R&A) Rules (97). The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

7.2.5.6 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL(R&A) Rules (97).

7.2.5.7 The contractor shall maintain a Register of Advances in form XXIII of the CL(R&A) Rules (97).

7.2.5.8 The contractor shall maintain a Register of overtimes in form XXIII of the CL(R&A) Rules (97).

7.2.6 ATTENDANCE CARD-CUM WAGE SLIP

7.2.6.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.

7.2.6.2 The card shall be valid for each wage period.

7.2.6.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

7.2.6.4 The card shall remain in the possession of the worker during the wage period under reference.

7.2.6.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

7.2.6.6 The contractor shall obtain the signature or thumb of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

7.2.7 EMPLOYMENT CARD

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

7.2.8 SERVICE CERTIFICATE

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

7.2.9 PRESERVATION OF LABOUR RECORDS

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

7.3 POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

7.4 REPORT OF INVESTIGATING OFFICER AND ACTION THEREON

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

7.5 INSPECTION OF BOOKS AND SLIPS

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

7.6 SUBMISSION OF RETURNS

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

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7.7 AMENDMENTS

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

8 INSURANCE

8.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his own expenses, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified the TDM, Keonjhar from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the TDM, BSNL, Keonjhar may suffer or incur with respect to and/or incidental to the same. The contractor shall have to furnish original and / or attested copies as required by the TDM, BSNL, Keonjhar of the policies of insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the TDM, Keonjhar 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 or promulgated by the Government, Governmental agency or department, Municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, rules, regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay all taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the TDM, KEONJHAR harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

10. TOOLS & PLANTS

The contractor shall provide at his own cost all tools, plants appliances, Implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with all 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 the de-watering of trenches before carrying out 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 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 the contract or otherwise.

SECTION – VII SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. SCOPE OF WORK

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

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

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- ii) Laying of HDPE Pipes/coils coupled by HDPE sockets in excavated trenches, on bridges and culverts, drawing of 6 mm Polypropylene para pro rope (P.P.Rope) through the HDPE Pipes/coils as per Construction Specifications and sealing of HDPE pipe ends at every manhole by HDPE end caps of suitable size.
- iii) Providing of mechanical protection by R.C.C. Pipes/GI pipes and/or concreting/chambering according to construction specifications, wherever required.
- iv) Fixing of GI Pipes / troughs with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/troughs, wherever necessary.
- v) Back filling and dressing of the excavated trenches according to construction specifications.
- vi) Opening of manholes (of size 3 meters x 1 meters x 1.65 meters depth), replacing existing 6mm P.P. ropes by 8 mm P.P. rope (from manhole to manhole) for ensuring smooth passage for pulling the cable. Pulling of Optical fibre Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the HDPE Pipes, putting split HDPE pipes and split RCC pipes with proper fixtures over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.
- vii) Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilometers of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-cast jointing chamber of internal diameter of 1.2 meter filling of jointing chamber with clean sand, placing either pre-cast RCC cover or store of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.
- viii) Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms. fixing or route indicator/joint indicator, concreting and back filling of pits. Painting of route indicators with yellow colour and joint indicator by red colour and sign writing denoting route/joint indicator number, as per construction specifications.
- ix) Documentation.

1.2 ALLIED ACTIVITIES

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

1.2.2. Disposal of Empty Cable Drums : The contractor shall be responsible to dispose of the empty cable drums after laying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.

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

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

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

2. VALUE OF WORK

The estimated cost of work is as mentioned in the Notice Inviting Tender which has been worked out based on standard schedule rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +/- 25% of the indicated value.

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

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SECTION – VIII

OPTICAL FIBRE CABLE CONSTRUCTION SPECIFICATIONS

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

(1) THE WORK INVOLVES :

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

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

2) DEPTH AND SIZE OF THE TRENCH :

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

(3) TRENCHING :

- (a) Trenching shall as far as possible be kept ahead of the laying of pipes. Contractor shall exercise due care that the soil from trenching intended to be loses for back filling is not mixed with loose debris. While trenching, the Contractor should not cause damage to any underground installations belonging to others agencies and any damage caused should be made good at his own cost and expense.

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

TRENCHING NEAR CULVERTS/BRIDGES AND CAUSEWAYS :

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

(4) LOCATION AND ALIGNMENT OF THE TRENCH :

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

(5) DEWATERING :

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

(6) METHOD OF EXCAVATION :

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

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(7) LINE-UP :

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

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

- (a) After the trench is excavated to the specified depth, the bottom of the trench has to be cleared of all stones or pieces of rock and leveled up properly. A layer of ordinary soil of not less than 5 cm. is to be used for leveling the trench to ensure that the cable when laid will follow a straight alignment.
- (b) When trenches are excavated upto specified depth, properly dressed and leveled, joint measurement of trench shall be taken up representative of contractor and Site Engineer. Measurement shall be recorded in measurement book with their signature. Trenches for which measurements are recorded in measurement book shall be considered as approved trenches.
- (c) HDPE pipes/RCC/GI pipes shall be laid only in approved trenches. The contractor shall exercise due care to ensure that the HDPE pipe is not subjected to any damage or strain.
- (d) The HDPE pipes shall be laid in 150 mm dia RCC spun pipes, at road crossings and through G.I. pipes on culverts and bridges and also in exceptional cases where the depth of the trench is less than 165 cms. as specified by the concerned authority.
- (e) Water present in the trench at the time of laying the HDPE Pipes shall be pumped out by the Contractor before lowering in the pipes to ensure that no mud or water gets into the pipes.
- (f) At road crossings, two or more extra HDPE pipes shall be laid as per the discretion of the Site Engineer.
- (g) The HDPE pipes shall be jointed by 'O' ring type socket fitted with hard rubber rings at both ends. Nylone or P.P. rope shall be drawn through HDPE pipes properly at the time of laying pipes.
- (h) In cross country routes, where depth of trench is less than 1.02 m, HDPE pipes should be laid within GI/RCC pipes. Alternatively, HDPE pipes may be encased in reinforced concrete casing of dimensions 275 mm x 275 mm. In built up areas, where depth of trench is not less than 165 cms. HDPE pipes should be laid within GI/RCC pipes. In case of trench depth being less than 165 cms, the HDPE pipes may be encased in reinforced concrete casing of dimensions 275 mm x 275 mm with the permission of the concerned authority.
- (i) In case of nullahs, which are dry for nine months in a year, the HDPE pipes shall be laid within the RCC pipe laid at a minimum depth of 165 cms. The RCC pipes shall extend 2 m beyond the bed of nullah on either side.
- (j) Notwithstanding anything contained in clauses 255 to 257, the site Engineer may admit in any specific case that the HDPE pipes may be encased in reinforced concrete casing only.
- (k) The following construction practices are applicable in general.
 - i) Wherever GI pipes are used, rubber bushes shall be used at the two ends of the GI pipes to protect the damage of HDPE pipes.
 - ii) Wherever RCC pipes are used, two ends must be properly sealed to bar entry of rodents.
 - iii) On road crossings, the HDPE pipes shall be laid a depth 165 cms. encased with RCC pipes. The RCC pipes shall extend 3 metre on either side of the road.
 - iv) On Rail bridges and crossings, the HDPE pipes shall be encased in suitable cast iron/RCC pipes as prescribed by the Railway Authorities.

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(9) BACK FILLING AND DRESSING THE TRENCH :

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

(10) STORES :

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

(11) LAYING PROTECTION PIPES ON BRIDGES AND CULVERTS :

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

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

(12) SPECIFICATION FOR CONCRETING :

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

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

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

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SECTION – IX

MATERIAL SECURITY BOND FORM

Where _____ as
M/s.....
(hereinafter called the "the Contractor") has been awarded the contract
of.....as per
tender numberKNOW
ALL MEN' by these presents that we of M/s
.....
having our registered 'office at
(hereinafter called the "the Contractor") are bound unto Bharat Sanchar Nigam Limited (hereinafter called
"the BSNL ") in the sum of Rs.....(Rupees.....
.....) for which payment will and truly to be
made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor is unable to keep stores issued to him, properly, i.e. the store provided to the contractor by the BSNL are damaged or
2. The stores issued to the contractor by the 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 the BSNL up to the above amount upon receipt of its first written demand without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of three conditions specifying the occurred condition or conditions.

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

Signature of the Dank
Signature of witness
Name of witness
Name of Witness

Signature of the Bank
Signature of the Witness
Address of witness
Address of Witness

Signature of bidder with seal

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SECTION- X

AGREEMENT

Name of the work: OFC Construction works in BTS routes
.....
.....in Keonjhar TD.

Tender Number:

This agreement made on the.....th day of (month).....
(Year).....between Telecom District Manager, Keonjhar for
and on behalf of Bharat Sanchar Nigam Limited and At / P.O.
..... P.S. - Dist State for Optical Fibre Cable
Construction Works in Keonjhar Telecom District in Section/Zone
.....Route.....
.....

Where as in response to Tender Notice NoDated..... issued by
Telecom. District Manager, Keonjhar, has been declared as
successful Tenderer vide Letter No.
Dated of Telecom. District Manager, Keonjhar for Optical Fibre Cable Construction
Works in Keonjhar Telecom District in Section/Zone -(Routes:
.....

..... hereby undertakes to carry out the work of Optical
Fibre Cable Construction Works in Keonjhar Telecom. District in Section/Zone
(Routes:).for a period of one year starting from the date of
execution of the agreement at the rate as per the tender finalized in his favour and according to the terms
and conditions laid down in the approved tender.

..... also undertakes to carry out the work through out
the year at the same approved rate as per Annexure-I and according to the BSNL standards and up to the
satisfaction of the Telecom. District Manager, Keonjhar

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

Where as the contractor has offered to enter into contract with the said BSNL for the execution
of work of trenching & pipe laying, OF Cable pulling, OF Cable splicing and termination, preparation of
joint chambers, fixing, painting and sign writing of route/joint indicators and other associated works
under TDM., Keonjhar on the terms and conditions herein contained and the rates approved by the TDM.,

Keonjhar (copy of rates annexed) have been duly accepted and where as the necessary security deposits
have been furnished in accordance with the provisions of the tender document and whereas no interest
will be claimed on the security deposits.

Now in the presence of witnesses it is hereby agreed and declared by and between the parties to
abide by the conditions as follows:

T-58/OFC Construction work in Keonjhar Telecom. District.

- 1) The contractor shall, during the period of this contact that is to say from toor completion of work for Rs.....

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

- 2) The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

6) Details of Material Security: -

7) Details of Performance Security:-

10% of the billed amount will be deducted from each bill towards Performance Security Deposit.

The TDM, Keonjhar reserves the right to modify the nature and measure of any penalty mentioned in the tender as deems fit if necessity arises (due to delay in performance, sub standard work or otherwise) .

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

Signature of Contractor

Telecom. District Manager
Keonjhar

Witness..... . Witness.....

1)

1)

2)

2)

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SECTION – XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number

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

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

Order of preference	Name	Specimen Signature
I)		
II)		
Alternate Representative		

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

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

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SECTION – XII

LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

At the time of dropping the tender

- 1** EMD
- 2** Cost of Tender Paper
- 3** PAN / Valid ITCC
- 4** Valid Registration Certificate as a contractor
- 5** Valid Labour License (Central)
- 6** Valid EPF Registration Number
- 7** Paid copy of up to date EPF dues (up to previous month of publication of NIT)
- 8** Experience Certificate as per NIT
- 9** Original Power of Attorney in case person other than the bidder has signed the agreement
- 10** The registration of firm, authenticated copy of partnership deed in cases of partnership firm.
- 11** Letter of Authorisation to attend the opening of the tender
- 12** Declaration regarding no relative of the bidder working in BSNL

At the time of making Agreement (with Agreement Paper)

1. Material Security in the form of Bank Guarantee
(The amount will be communicated to the successful bidder)
2. Performance Security in the form of Bank Guarantee
(10% of the cost of work)
The EMD deposited by the successful bidder may be converted in to the part of Performance Security Deposit if the bidder requests for such conversion. Besides this converted part security deposit, 7.5% amount from each running and final bill shall be deducted and credited to the performance security amount of the contractor against the contract.
3. Valid Bank Solvency Certificate (Rs Five Lakhs only) issued by a Nationalised Bank
(If validity of this certificate expires during the period of contract, the bidder has to submit a fresh one in order to cover the contract period without waiting for the reminder from TDM, Keonjhar for the same)
4. A list of qualified and experienced personnel to be employed by the bidder for the work with details (Name, Permanent address, Present address, Age, Educational qualification, Years of experience and etc)

This list is not same as asked to be furnished in Tenderer's profile (Section – III)
(Sl. No. 12 – Details of Technical and Supervisory staffs)

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BHARAT SANCHAR NIGAM LIMITED

**(A Government of India Enterprise)
OFFICE OF THE TELECOM. DISTRICT MANAGER
KEONJHAR**

**BID DOCUMENT
(FINANCIAL)**

**Tender
for
OFC CONSTRUCTION WORKS
IN
KEONJHAR TELECOM. DISTRICT.**

TENDER NO.: T-58/09-10 dated 23-03-2010

Route Number

Area under the jurisdiction of

Issued in favour of.....

Received by

T-58/OFC Construction work in Keonjhar Telecom. District.

SECTION-XIII

STANDARD SCHEDULE OF RATES FOR CABLE WORKS

The Materials will be made available at ...Keonjhar..... (District Store Depot)

<u>Item No.</u>	<u>Description of works</u>	<u>Scheduled Rate</u>
1.	Excavating, trenching and reinstatement as per construction specification of the tender (Reinstatement after completion of items 2 to 5) including excavation of surface and clearance of any obstacle on route such as bushes, roots, stalks of ballast etc. to a depth of 165 cms.	Rs.180.00 (for Joda sub-division) Rs.117.00 (for SDOT/SDOP Keonjhar sub-division) Per meter
2.	Laying, jointing, leveling of 50 mm dia HDPE Pipes covering most of the road length in the excavated trenches before the reinstatement, pulling 4mm dia nylon rope through HDPE/PLB pipe and security sealing and upto 200 metre stretches of pipe by suitable covers as per construction specification of tender. Item also include collection and transportation of all types of pipes, rope and all accessories from telecom store depot in Keonjhar SSA to work sites including loading and unloading. In case of laying more then one pipe half the approved rate will be paid for extra pipe.	Rs. 4.00 Per meter
3.	Laying, Jointing of leveling of 50mm dia GI pipes after fitting 50mm OD HDPE/PLB pipe inside pulling 4mm nylon rope inside it and security sealing ends up to 200 mtr by suitable covers as per construction specification of tender including transportation, loading and unloading at work site and transportation from store depot in Keonjhar SSA to work sites.	Rs. 5.00 Per meter
4.	Laying, jointing of 150/100mm RCC pipe in road crossing trenches and dry rivulets / streams and Railway crossings as per construction specification of tender and direction including cost of cement and sand for jointing two pipes using collars in ratio of 1:2 respectively and fitting 50mm OD HDPE/PLB pipe in it and pulling nylon rope in it including transportation, loading and unloading at work site and transportation from store depot in Keonjhar SSA to work sites.	Rs. 4.00 Per meter
5.	Laying, jointing of 100mm RCC split pipes in built up city area as per construction specification of tender including transportation, loading and unloading of stores at work sites and transportation from store depot in Keonjhar SSA to work sites.	Rs. 3.00 Per meter

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6.	Fixing 50mm GI pipes in the wheel-guard / kerb / earth cushion of road bridges and culverts and fitting 50mm OD HDPE pipes inside it. Item also includes transportation of GI Pipes and accessories from telecom store depot in Keonjhar SSA to work sites including loading and unloading.	Rs. 75.00 Per meter
7.	Concreting: (1:2:4) [L x 0.2 x 0.2]	Rs.150 Per meter
8.	Thrust boring of side roads / road cutting	Rs. 200.00 Per meter.
9.	Thrust boring of national highway / railway crossing PWD Main Road	Rs. 240.00 Per meter
10.	Construction, fixing and supply of OFC Jointing chamber (size 1Sq.m.) with RCC as per departmental specification including carrying, loading and unloading at work site and helping in splicing of OFC by dept staff.	Rs. 1400.00 Per Chamber
11.	Fixing RCC route indicator(250mmx200mmx1000mm) at an interval of 200 meters approximately through the sub-Zone to be supply by the contractor as per the departmental specification including painting, carrying, loading and unloading at work site.	Rs. 150.00 Each
12.	Fixing RCC joint indicator at the location of each joint to be supply by the contractor as per the departmental specification including painting, carrying, loading and unloading at work site.	Rs. 150.00 Each
13.	Optical fibre cable pulling as per the departmental specification including carrying, loading and unloading at work sites and transportation from store depot in Keonjhar SSA to work sites. In case of pulling more then one cable half the approved rate will be paid for extra cable.	Rs. 5.00 Per meter
14	Construction of R/R(Random Rubble) wall to provide protection on slopes and embankments providing 15 mm plastering (1:6) surrounding the R/R Wall. Thickness of wall is 25 cm.Ratio of cement mortar 1:6 ISI mark cement to be used. The rate includes the cost of material.	500.00/ Cum
NO DIG METHOD USING TRENCH LESS TECHNOLOGY (Micro Tunneling)		
15	Horizontal boring up to 60mm dia and laying of 40 MM PLB/HDPE pipe along the road/rail/canal as well as road/rail crossing as per specification mentioned in No-Dig method portion of Section-IV & pulling of OFC through HDPE/PLB pipe.	RS. 315/- Per meter

The Department will supply HDPE/PLB Pipes RCC split/full/half pipes, HDPE sockets, rubber sockets and caps, nylon rope, GI pipes only. Rest of the materials has to be supplied by the contractor.

Note :The rate shall include all Taxes, levies, excise duty, octroi tax, any other tax on work contract imposed by the State/Central Govt and transportation from store depot in Keonjhar SSA to work sites including carrying, loading and unloading at store depot and work site.

T-58/OFC Construction work in Keonjhar Telecom. District.

SECTION – XIV

Financial Bid

To

TDM, Keonjhar

Subject: Our Financial Bid for OF Cable Construction Works.

(Under the jurisdiction of ...SDO (T), Joda)

Ref.: Tender No.....Name of the Route.....

Dear sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the OF Cable Construction Works in conformity with the said specifications and conditions of contract at the percentage (Below/at par/above) on standard schedule rates quoted as under.

BELOW	In Figures%
	In words percent
OR	
AT PAR	In Figures%
	In wordspercent
OR	
Above	In Figures%
	In words percent

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 365 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated/...../.....

Signature of the bidder / Authorised agent

Name of the bidder

Address

Telephone No.
Landline (with code).....
Mobile