



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Connecting India

OFFICE OF GENERAL MANAGER TELECOM DISTRICT HAZARIBAG-825301

NOTICE INVITING TENDER

No:- GMTD/HZB/Tender/UG cable(Poleless)/HZB/PIV/06-07/11(ii) Dated at HZB: 30/12/2006

On behalf of the BSNL wax sealed Two-Bid Tenders are invited by GMTD Hazaribag from eligible contractors for laying of 5 pair underground cable & associated works alongwith subs office fitting and etc for making pole less network in HAZARIBAG SSA. Bid form completed in all respect to be submitted up to 15:00 Hrs on or before 24/01/2007.

Those contractors, who have participated in the similar tender of pole-less work in Hazaribag SSA and not completed the work on or before 20.01.2007 for work orders already issued to them need not apply.

For eligibility criteria and further details please visit our Web site www.jharkhand.bsnl.co.in or contact to SDE (Plg), O/o GMTD, Hazaribag between 10:00 Hrs to 15:00 Hrs on all working days till 23/01/2007.

**DE (A&P),
O/o GMTD, HAZARIBAG**

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No:- GMTD/HZB/Tender/UG cable(Poleless)/HZB/PIV/06-07/11(ii) Dated at HZB: 30/12/2006

1. Properly sealed tenders (Packing PVC/tape/sealing wax) are invited, on behalf of B.S.N.L., by General Manager Telecom District, Hazaribag from the eligible & experienced contractors of DOT/BSNL/MTNL/Railway/CPWD/PSU for the following work :-

Name of work	Estimated cost in Rs.	Cost of Bid Document (non refundable) in Rs.	Bid Security in Rs.
Laying of 5 Pairs UG cable and associated works alongwith subs office fitting and etc for making poleless network of 3000 lines at Hazaribag town under jurisdiction of DE, Hazaribag in Hazaribag SSA. (Zone I) (Pillar No. 20 & 21 Kallu Chowk, 98 Kumar Toli, Ashiana Pillar (Near Jain Petrol), Nego Babu Chowk, Mission Hospital, Okni, Pelawal, Hanuwan Mandir, Mandi, Sardar Chowk, Old Bus Stand, New Area, 1 st Lane & 2 nd Lane, 51 S.P. Kothi, New Bus Stand)	Rs. 15 lakhs	Rs. 1000/=	Rs. 37,500/=
Laying of 5 Pairs UG cable and associated works alongwith subs office fitting and etc for making poleless network of 3000 lines at Hazaribag town under jurisdiction of DE, Hazaribag in Hazaribag SSA. (Zone II) (Pillar No. 47 Collage More, Korraha Road, 48 Dewangna Chowk, 42 Telecom Colony, 33 Babu Gaon, 34 Nutan Nagar, 45 & 46 Hearnganj, "Zero" Zullu Park & Hira Bag)	Rs. 15 lakhs	Rs. 1000/=	Rs. 37,500/=
Laying of 5 Pairs UG cable and associated works alongwith subs office fitting and etc for making poleless network of 3000 lines at Giridih under jurisdiction of DE Telegraph, Giridih.(Zone III)	Rs. 15 lakhs	Rs. 1000/=	Rs. 37,500/=
Laying of 5 Pairs UG cable and associated works alongwith subs office fitting and etc for making poleless network of 3000 lines at Jhumari Tilaiya under jurisdiction of DE (T), Giridih (Zone IV)	Rs. 15 lakhs	Rs. 1000/=	Rs. 37,500/=
Laying of 5 Pairs UG cable and associated works alongwith subs office fitting and etc for making pole-less network of 1000 lines at Chatra under jurisdiction of DE (R), Hazaribag and 2000 lines at Ramgarh under jurisdiction of DE (P), Ramgarh (Zone V).	Rs. 15 lakhs	Rs. 1000/=	Rs. 37,500/=

2 Mode of receipt of tender form::

- a) Tender document can be purchased by paying cost of bid document Rs. 1000/- (Rs. One thousand) only in cash or D/D drawn in favour of Sr. Accounts Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag

or

Tender document can also be downloaded from the Hazaribag BSNL website "www.hazaribag.bsnl.co.in." The D/D for Rs 1000/- (Rs. one thousand) in favour of Sr. Accounts Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag should be enclosed with the tender document either in bid security envelop or in qualifying bid envelop in such a case as a cost of bid document. The D.D. should be issued within the time limit of issue of tender document.

- b) Tender paper will be issued to those contractors after producing following documents:-
(i) Valid Registration of firm (ii) work experience certificate of one years in U.G/OF cable not below the rank of STS officer (iii) Payment certificate from DDO concern of Rs. one Lac in any five years (taken together) in the field of U.G/OF cable works. (iv) Income Tax PAN no.

No tender document will be issued to those contractors whose solvency certificate has been found false/bid security has been forfeited earlier in the department and black listed at any other offices/PSUs.

3 **Bid security (EMD):-** Bid security could be paid in the form of Demand Draft issued by a scheduled bank, drawn in favour of Sr. Account Officer (Cash)O/o GMTD BSNL Hazaribag payable at Hazaribag.

4. Tender document containing detailed description of work & terms and conditions can be had from office of SDE (Plg), O/o GMTD BSNL Hazaribag or from website as stated above at Sr.no 2 (a) & (b).

5 Sale of tender documents: between 10.00 hours to 13.00 hours from 02.01.2007 to 23.01.2007 on all working days.

6. Time and last date of submission of bid: Upto 15:.00 hours on or before 24.01.2007 in the tender box kept at the office of DE(Plg) Hazaribag

7. Date and Time of opening of qualifying bid at 15:.30 hours on 24.01.2007

8. The tender, which is not accompanied by the requisite bid security shall be summarily rejected. Tender will not be accepted/ received after expiry date and time.

9. One tenderer can participate in only one zone. Only one tender paper shall be given to one tenderer.

10. Other terms & conditions are available in Bid Document.

11. The G.M.T.D. Hazaribag reserves the right to reject any or all tenders without assigning any reason whatsoever. He also reserves the right to award work to more than one contractor in each Zone according to norms and to increase/ decrease the quantum of work as per requirements.

12. Period of Contract : One year from date of agreement. However, it may be extended for a further period of one year unilaterally as per discretion of GMTD, Hazaribag.

DE(A&P)
O/o GMTD, HAZARIBAG
Tel. No.06546-222868

Copy to:-

- (1) CGMT, Jharkhand Circle, Ranchi.
- (2) All DEs, Hazaribag SSA.
- (3) CAO/IFA, AO (Cash), Hazaribag.
- (4) Notice Board.
- (5) Press.

DE(A&P)
O/o GMTD, HAZARIBAG

**SECTION II
BID FORM**

No:- GMTD/HZB/Tender/UG cable(Poleless)/HZB/PIV/06-07/11(ii) Dated at HZB: 30/12/2006.

To,

.....
.....
.....

Dear Sir,

Having examined the conditions of contract and specifications including addenda, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of 5 pr U.G cabling Construction Work in Hazaribag SSA, in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document failing which I/We have no objection in forfeiture of my/our S.D. money.

We agree to abide by this Bid for **a period of 90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

Dated.....

Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature.....

Signature of Bidder

**SECTION –III
TENDERER’S PROFILE**

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

General:

1. Name of the tenderer/firm.....
2. Name of the person submitting the tender whose
Photograph is affixed

Shri/Smt.....

(In case of proprietary/partnership firms, the tender has to be signed by
proprietor/partner only, as the case may be)
3. Address of the firm

.....

.....
4. Telegraphic Address.....
5. Tel No. (With STD code) (O).....(Fax)..... (R)...
Mobile:-----
6. Registration & incorporation particulars of the firm: -
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited(Please attach attested copies of documents of registration/incorporation of your firm with the
competent authority as required by business law)
7. Name of Proprietor/Partners/Directors.....
8. Tenderers Enlistment certificate details
 - (a) Category
 - (b) Number
 - (c) Issuing Authority
 - (d) Issued on
 - (e) Valid upto
9. (i) Whether any relative working in BSNL:- Yes/No -----
If yes, list of relatives must be submitted with full details Name, Relation, Official
address & Residential address.
(ii) Are you associated directly or indirectly with any other contractor :- Yes/No
10. Particulars of EMD:- Amount:-----,R No/DD No:-----
Date:-----Name of branch/bank-----
- 11 **Infrastructural capabilities: -**
 - a. Capacity of trenching per day (in meters).....
 - b. Capacity of pipe laying per day (in meters).....

- c. Capacity of pulling cable through duct/pipe per day (in meters).....
- d. Capacity of engaging mazdoors per day.....
- e. Particulars of vehicles available with the tenderer:

Type of Vehicle(s)	Registration number
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- f. Particulars of other machines possessed by the contractor which can help in trenching, pipe laying and cable pulling;

.....

12. Details of Technical and supervisory staff :

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

Place:

Date:

Signature of tenderer/Authorized signatory.....

Name of the tenderer.....

Seal of the tenderer

SECTION IV
Instruction to Bidders

A. INTRODUCTION:

1. DEFINITIONS

a All references of:

BSNL
Chief General Manager
Principal General Manager
General Manager
Deputy General Manager/Area Manager/Director/Telecom Distt. Manager/
Director (Projects)
Divisional Engineer / Divisional Engineer (Projects)
Sub Divisional Engineer
Junior Telecom Officer
Chief Accounts Officer
Accounts Officer
Assistant Accounts Officer
Junior Accounts Officer

b. Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL which invites the tenders on behalf of the CMD, BSNL with Corporate office at 612, Statesman House, B-1-18, Barakhamba Road New Delhi.

c.) The Head of SSA means GMTD Hazaribag and his successors.

d.) The jurisdiction of GMTD Hazaribag means Area which coincides geographically with revenue District Hazaribag, Chatra, Giridih and Koderma.

e) **Representative of GMTD Hazaribag :** Representative of GMTD Hazaribag means Officer and staff, for the time being in Hazaribag, deputed by the GMTD for inspecting or supervising the work or testing etc.

f). **Engineer-in-charge:** The Engineer-in-charge means the Engineer Officer nominated by the BSNL to supervise the work, under the contract (Minimum Divisional Engineer level officer)

g **Site Engineer:** Site Engineer shall mean an SDE of the BSNL who may be placed by the GMTD Hazaribag as in-charge of the work at site at any particular period of time.

h **A/T unit:** A/T unit shall mean Acceptance and testing unit of the BSNL

i **A/T Officer:** An officer authorized by GMTD/CGMT/T&D circle to conduct A/T.

j. **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD, BSNL and the contractor, together with the documents referred to therein including these conditions, the

specifications, designs, drawings and instructions issued from 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 by 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 to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

k. Contractor : The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm of company

l. Work: The expression “works” shall unless there by 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.

m. Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.

n. Site: The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose or carrying out the contract.

o. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.

p. Extension of time: Extension of time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.

q. Date of commencement of work: Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.

r. Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.

s. Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.

t. Expected risk: Expected risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

2. ELIGIBILITY OF BIDDERS:

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

B. THE BID DOCUMENTS

3. BID DOCUMENTS:

3.1 The 5 Pr U.G cable construction work subs office fitting, DP erection, all associated works for making Pole less network and etc 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. Instruction 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. 5 Prs U.G cable construction specifications
- 3.1.1.9. Agreement (Sample)
- 3.1.1.10. Letter of authorization for attending bid opening
- 3.1.1.11. List of documents to be submitted alongwith the qualifying Bid
- 3.1.1.12. Rates of empty cable drums
- 3.1.1.13. Work experience certificate of one year or more in U.G/OF cable from not below the rank of STS officer.
- 3.1.1.14. Payment certificate from DDO concern for Rs. one Lac in any five years (taken together) in the field of U.G/OF Cable works.
- 3.1.1.15. Income Tax PAN no.

3.1.2 Financial Bid

3.1.2.1. Schedule of rates-for construction

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

4. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the BSNL in writing or by fax or cable at the BSNL's mailing address indicated in the invitation for bids. 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 motto or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by 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.

C. 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:

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

- i.) Bid security in accordance to clause no. 8
- ii.) Tender documents (s), in original, duly filled in and signed by tenderer or his authorized representative alongwith seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- iii.) Work experience certificate of one year or more in U.G/OF cable from not below the rank of STS officer.
- iv.) Payment certificate from DDO concern for Rs. one Lac in any five years (taken together) in the field of U.G/OF Cable works.
- v.) The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- vi.) Bid Form, duly filled in, as per section II.
- vii.) Tenderer's profile duly filled in, as per section III of the tender document.
- viii.) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- ix.) List of qualified experienced personnel, having detail as name and address, who are working for the tenderer, who will be deployed for the work.
- x.) Income Tax PAN no.

8. BID SECURITY:

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of
 - (i) Rs 37500/=(Rs. Thirty Seven thousand and five hundred only) for Zone ZI.
 - (ii) Rs 37500/=(Rs. Thirty Seven thousand and five hundred only) for Zone ZII.
 - (iii) Rs 37500/=(Rs. Thirty Seven thousand and five hundred only) for Zone ZIII.
 - (iv) Rs 37500/=(Rs. Thirty Seven thousand and five hundred only) for Zone ZIV
 - (v) Rs 37500/=(Rs. Thirty Seven thousand and five hundred only) for Zone ZVNo interest shall be paid by the BSNL on the bid security for any period, what soever.

- 8.2 The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 8.7.
- 8.3 Bid security shall be paid in the form of crossed demand draft issued by a scheduled bank, drawn in favour of Accounts Officer (Cash) % GMTDBSNL, Hazaribag payable at Hazaribag.
- 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 bidders bid security (EMD) will compulsorily be converted to part of security deposit money.
- 8.7 The bid security shall be forfeited: -**
- 8.7.1. If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.7.2. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the BSNL or
- 8.7.3. If the documents submitted by bidders are found to be false/forged at any stage or
- 8.7.4. In case of successful bidder, if the bidder fails:
- i) To sign the agreement in accordance with clause 25
 - ii) To deposit S.D. money within 10 days of receipt of letter of intent.
 - iii) To submit EPF number, E-Payment account number and labour license as stated on Sl. No. 25.3.

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 SSA 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 in the form Indian Rupees.
- 9.2 Prices shall be quoted by the bidder as percentage below/above/at par the schedule of rates given in schedule or rates (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 contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 Discount, if any, offered by the bidders shall not be considered unless they specifically indicated in the schedule of rates (financial bid). Bidders desiring to offer discount shall

therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10. PERIOD OF VALIDITY OF BIDS:

10.1 Bid shall remain valid for 90 days from date of opening of the bid. **THE BSNL SHALL REJECT A BID VALID FOR A SHORTER PERIOD AS NON-RESPONSIVE.**

10.2 The BSNL reserves the right to request the lowest 3 bidders of each Zone as per read out line on the opening day to extend the bid validity for a period of **further 90 days** and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity **will not be permitted to modify his bid.**

11. SIGNING OF BID:

11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

(Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference)

D. SUBMISSION OF BIDS

12. Method of preparation of bid:

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

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

On all these envelopes the name of the firm and whether “Bid Security” or “Qualifying 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 a forth envelope and properly sealed (With sealing wax/packing PVC tape). **The tenders, which are not submitted as per above mentioned procedure, will be summarily rejected.**

12.2 All envelopes (3 inner & one outer) must bear the following:
Tender for Pole less network in SSA Hazaribag for Zone

“(NOT TO OPEN BEFORE (DUE DATE OF TENDER))”

No:- GMTD/HZB/Tender/UG cable(Poleless)/HZB/PIV/06-07/11(ii) Dated at HZB 30.12.2006

From :- Name & Address of the tenderer To,

.....
.....
.....

The D.E. (A&P)
O/o GMTD, Hazaribag

The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

- 12.3 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 DE (Plg) O/o GMTD, Hazaribag before the closing (date & time) of tender, as mentioned in NIT. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by (the tendering authority) or by any of the subordinates or will not be allowed to be deposited in the tender box. Tender through post/courier will not be accepted.
- 13.2 Postponement of tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 13.3 The Government of India if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in 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 allowed after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

15. MODIFICATIONS AND WITHDRAWAL OF 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.

E. BID OPENING AND EVALUATION:

16. OPENING OF BIDS BY THE BSNL:

- 16.1 The BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15:30 hours on due date. The bidder's representative who are 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-IX).
- 16.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bids shall be opened in the following manner:
 - 16.3.1. The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
 - 16.3.2. The envelopes containing the tender offer and not properly sealed, as required vide para 19.3.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
 - 16.3.3. First the outer envelope containing the three envelopes is opened. The bid opening committee shall initial on all three envelopes with date.
 - 16.3.4. Out of 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 financials bids submitted by the bidder in an envelope and will properly seal it with wax or packaging PVC tape for keeping in safe custody by Account member of TOC.
 - 16.3.7. The Financial Bid shall be opened in the following manner;
 - 16.3.8.** The envelope marked "**Financial Bid**", will be opened only for qualified tenders in "**Qualifying bid**".
 - 16.3.9. The date and time of opening of "Financial Bid" shall be conveyed to all the bidders who have qualified in qualifying bid. The bidders, if desire, may have representation during opening of financial bid.
 - 16.3.10. 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.
 - 16.3.11. 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 the errors, his bid shall be rejected.

18.3 Prior to the detailed evaluation, pursuant to clause 21, 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. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.

18.4 The BSNL will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

18.5 The 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. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

19.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.

19.2 The evaluation and comparison of responsive bids shall be on the percentage deviation (above/below/at par) offered and indicated in schedule of rates of the bid documents.

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 BSNLs bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

21. AWARD OF CONTRACT:

21.1 The BSNL shall consider award of contract only to those eligible bidders whose offer have been found technically, commercially and financially acceptable.

21.2 Those contractors, who have participated in the similar tender of pole-less work in Hazaribag SSA and have not completed the work for the work orders already issued to them, need not apply otherwise their bid will be summarily rejected.

22. BSNL's RIGHT TO VARY QUANTUM OF WORK:

The BSNL, at the time of award of work under the contract, increase or decrease the total quantum of work specified in the schedule of requirements by + 25% / - 25 % without any change in the rates or other terms and conditions.

23. BSNL's RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS:

The 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 in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.

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 S.D. money i.e. 10% of awarded work value, which will be held by the BSNL till the completion of warranty period

25.2 As soon as the tender is approved by the competent authority, the Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted into the security deposit money

25.3 After execution of agreement the tenderer will have to submit the following papers within 15 (fifteen) days.

(I) Labour License issued by competent authority (Central Govt.).

(II) Personal A/C no. of E-Payment

(III) Valid registration of EPF from Regional Provident Fund Commissioner.

26. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of BSNL as per tender document 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. JURISDICTION OF WORK : Hazaribag SSA.

The entire work may be assigned to more than one contractor in each Zone as per norms and requirements.

28. Period of contract :

The normal period of contract will be for one year from the date of signing of agreement. However, it may be extended for further period of one year unilaterally as per discretion of GMTD, Hazaribag on same terms, conditions and rates of the agreement.

29. Completion of work:-

After completion of work against each work order information in this regard must be submitted by the contractor to GMTD office Hazaribag through central registry. Non receipt of same within one week after the expiry of work completion period of work order, it will be presumed that work has not been completed with the stipulated period of work order.

30. Payment of bill:-

(A) Payment will be one after completion of work in all respect i.e. cable becomes operational, A/T done, GMTD, Hazaribag fully satisfied with the work. In case of non-satisfaction with the work:

(I) The GMTD, Hazaribag may form a committee to inspect the work of UG cable (pole-less & subs office fitting) before payment of bills.

(II) Decision of GMTD will be final to accept the report of SDE/AT or committee.

(B) If contractor consider abnormal delay in payment of his bill, the contractor shall make correspondence with any concerned officer of GMTD office, Hazaribag through central registry of this office.

(C) During the course of release of payment contractor should not approach to any officer/official of GMTD office, Hazaribag until called in writing. In such visit the contractor should come with original copy of calling letter and not with photocopy.

31. Labour welfare measures and workman compensation:-

The contractor should must obey all the contract labour regulation and mentioned in tender document and circulated by the authorities of Labour Department during hr contract period.

32. Security Deposit will be forfeited if;

(a) In case of any document submitted by the tenderer is found false/forged at any stage.

(b) The contractor does not execute the work within the time limit as prescribed in work order.

(c) The contractor fails to rectify the defects occurred during the work.

33. Black listing of contractors:-

The contractor shall be blacklisted for a specific period under any of the following circumstances;

(a) If the contractor fails to execute the contract or execute it unsatisfactorily or is proved to be responsible for constructional defects.

(b) If the contractor is no longer in possession of adequate equipments, technical personnel or financial resources.

(c) If the contractor persistently violets the labour regulations and other contract laws.

(d) If the contractor has been found adopting wrongful means to influence the departmental authorities.

SECTION V
GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION:

The general conditions shall apply in contracts made by the BSNL for the execution of 5 Pairs UG cable and associated works along with subs office fitting and etc.

2. STANDARDS: -

The works to be executed under the contract shall confirm to the standards prescribed in the U.G cable pole-less construction practices.

3. PRICES:

3.1 Prices charged by the contractor for the works performed under the contract shall not be higher from the prices quoted by the contractor in his Bid.

3.2 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period.

4. 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 other wise contract will be terminated and S.D. money will be forfeited.

5. SECURITY:

i) Material Security/Insurance cover

a. The contractor shall arrange insurance of stores issued to him for various works on the basis of estimated cost of stores, period of completion of the work and proper handing over accounts of stores to BSNL Sites.

b. The proceeds of the material security/I C shall be payable to the BSNL as a compensation for any loss resulting from the contractors failure to handle properly the material issued to him under the contract from S.D. Money.

c. The contractor at any point of time will not be issued stores costing more than S.D. money.

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

6.1 The work order shall be issued so as to include all items of works for the section allotted to the contractor as put in the NIT.

6.2 The work orders shall be issued by the Divisional Engineer in-charge of 5 Prs U.G Cable construction works after examining the technical and planning details of the works to be executed.

6.3 The Divisional Engineer will mention the time limit to execute the work order after seeing the quantum of work and store availability position.

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

7. EXTENSION OF THE TIME LIMIT:

7.1 General

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

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

- 7.2.1. There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part-A) to the engineer-in-charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of UG Cable constructions work) with his detailed report and photocopy of the hindrance register, in the prescribed Form (Part-B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
- 7.2.1.1. The application contains the ground(s), which hindered the contractor in execution of work.
- 7.2.1.2. The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 7.2.2. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- 7.2.3. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom. Officer competent to grant the extension of time.
- 7.2.4 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-in-charge.
- 7.2.5. If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

7.3 Grant of Extension of Time without Applications:

7.3.1 There are, at times, practical difficulties like non-availability of materials, delay in providing, permissions/right of way etc. reasons of which are ascribable to the 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 Government will, however, not be liable to the contractor for any losses or damages, costs, charges or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:

8.1 Measurement:

8.1.1 After completion of work from the contractor side, the contractor shall intimate about the completion of work in writing to concerned SDE as well as GMTD, Hazaribag through this office central registry i.e. receipt & dispatch section of this office.

8.1.2 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, crossing out the incorrect words or figures and inserting the corrections should correct it, the corrections thus made shall be initialed & dated by the officer concerned.

8.1.3 **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.

8.1.4 **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.

8.1.5 **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 57 cms will be recorded as 55 cms and 63 cms as 60 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 0 M, 10M, 20M, 30M, 40M, 50M, 60M, 70M. The last POM shall be at 75th M to be recorded against residual POM.

The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to

encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

Table for trenches where standard depth of 60 cm is to be maintained

Depth between	Rate applicable as % of approved rate for depth of 60 cm.
50 to 59 cm	80 %
40 to 49 cm	60 %
30 to 39 cm	40 %
20 to 29 cm	20 %
10 to 19 cm	10 %
Below 10 cm	NIL

* 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 laid in trenches by 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

- Fixing, painting and sign writing of DPs

- 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. The contractor, of measurements recorded in the MB, will consider this as an acceptance. 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 event 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.

8.2 Inspection, and quality control: -

8.2.1 **The quality of works:** The importance of quality of 5 prs U.G 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 upon quality of laying of 5 Prs U.G Cable. Further, the 5 Prs U.G cables are vulnerable to damages due to work of other agencies.

- 8.2.2 The quality of 5 prs U.G .Cable network depends upon the quality of individual items of work involved viz Depth of Cables laid, care while paving & laying, protection, jointing of cables and terminations in equipment room and at last but not the least on documentation of cable network. In order to ensure quality in cable construction work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.
- 8.2.3 It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to be 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 BSNL. 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 may contractual clauses. The contractor shall remove all the defects pointed out by the BSNL in the site order book. The site 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 A.T. Officer has accepted the same. 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 measurements for the purpose of billing and contractual obligations. However, if the measurements taking by A.T.Officer are found to be lesser than the measurement recorded by the officer responsible for recording the measurement, the measurement taken by A.T. Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T.Officer without any additional cost to the BSNL.
- 8.3.3 **Offering the work for acceptance and testing:** The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work

to A.T.Officer for conducting Acceptance and Testing. The work shall be offered for A.T.as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.

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

9. WARRANTY:

- 9.1 The contractor shall warrant that the material supplied for the work shall be new and free from all defect 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 BSNL 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 month 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 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 BSNL, the BSNL may proceed to do the work at the contractors risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.

- 9.3 The cable joint shall be guaranteed for a period of ONE year from the date of closing of joint. In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, with in the stipulated period of guarantee the contractor shall repair the joint(s) at his own cost within 24 hours of informing him, failing which the BSNL may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work plus the cost of materials used shall be recovered from the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms

Conditions of the tender. The cost of jointing kit, supplied by the BSNL, so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled.

- 9.4 The contractor free of all charges at site including freight, insurance, cost of works and other incidental charges shall make replacement under warranty clause.

10. AUDITS AND TECHNICAL EXAMINATION:

- 10.1 BSNL shall have the right to cause an audit technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (Same chapter), or in any other manner

legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.

- 10.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the 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 GMTD, Hazaribag or his subordinate officer.
- 10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be 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:

11.1 Procedure for preparation and settlement of bills:

All items of work involved in the work order shall be completed in all respects before preparing the bills for the work.

- * First copy of bill with first copies of measurement sheets of measurement book (payable copy)
- * Second copy of bill with second copies of measurement sheets of measurement book (Not for payment)
- * Third copy of the bill with photocopies of measurement sheets (Not for payment)

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

11.1.1.2. The office cell dealing with bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The officer competent to pass the bill shall pass the bill, after necessary scrutiny by works section. Amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contracts ledger by work section of the planning cell.

11.1.1.3. no payment will made before Cable become operational and it is through end to end

11.1.1.4. The GMTD, Hazaribag may form a committee to inspect the work before payment of bills.

11.1.1.5 Procedure for preparation, processing and payment of final bill: The contractor shall prepare the final bill in triplicate & acceptance and testing of all the works and submit the same to SDE in-charge of work within 30 days of acceptance and testing and payment shall be made within three months if the amount of the contract is up to Rs. Two lac and in six months if the same

exceed Rs. Two lacs, of the submission of such bill. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details:

- * The bill for all the quantities as per measurements at the approved rates
- * Store reconciliation statement furnishing account of stores received against the work order and returned to the designated store godown as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- * Letters of grant of EOT(s). If work could not be completed within stipulated time.
- * The contractor will submit the bills within a week after completion of work in triplicate to the SDE In-charge and intimate to GMTD office immediately. The date of commencement and completion of work, tender no. and estimate no. must be mentioned on bill/MB
- * An information regarding submission of bill to concerned SDE should be submitted to GMTD office, Hazaribag through central registry i.e. receipt & dispatch section.
- * Any bill submitted after stipulated period as mentioned above will not be entertained for payment.
- * One copy of MB dully filled in the handwriting of officer in-charge for execution of work will be kept by the contractor for raising any dispute after completion and payment of the work. No dispute will be entertained without record in future. In no case this copy should be submitted.

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

- * Bill prepared by the contractor
- * Material reconciliation statement
- * Measurement book
- * A/T certificates
- * Details of recoveries/penalties for delays, damages to BSNL/ Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.
- * Details of empty cable drums cost which needs to be recovered from the bill.

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 alongwith photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by SDE alongwith the bills as above to the higher office for processing and final payment.

11.1.2.3 The office cell dealing with bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all the liabilities of the contractor and TDS .The officer competent to pass the final bill shall pass the bill, after necessary scrutiny by works section.

- 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 to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- 11.2.2. Timely action by construction officers: Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of construction officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer/ Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the sub standard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/. Remove the sub standard items; the defects shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the contractor.
- 11.2.3 Non-reporting of the sub standard work in time on the part of construction officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor can not be absolved of the responsibility for sub standard work and associated liabilities.
- 11.2.4 Authority and procedure to accept sub standard work and payment thereof, There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the Head of SSA, the items in question will not materially deteriorate the quality of service provided by the construction, the head of SSA shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of cable construction involving sub standard items of work, as Chairman and one SDE and an Accounts Officer as member. The committee shall take into account the approximate cost of material /work pointed out as sub standard and recommend the rates payable for sub standard work **which shall not exceed 60% of the approved rates of the item in question.****
- 11.2.5 Record of sub standard work: The items adjudged, as sub standard shall be entered into the measurement book with red ink.
- 12. DISPOSAL OF EMPTY CABLE DRUMS:**
- 12.1 The contractor shall be responsible to dispose off the empty cable drums after lying of the cable. The cost of empty cable drums shall be deducted from the bill for the work on which the cable alongwith the drum has been issued or any other amount due to the contractor or from security deposit.
- 12.2 Rates fixed for 5 Prs U.G 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 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 **GMTD Hazaribag**) from the bill/security deposit/ any other amount due to the contractor.
- 13. PENALTY CLAUSE:**
- 13.1 Delays in the contractors performance:**
- 13.1.1 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be **deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from seventh day from issue of work order by the BSNL**. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to **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 may be agreed between the Divisional Engineer and contractor.
- 13.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 13.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work .The GMTD Hazaribag 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 contractors pending bills or security deposit.
- 13.1.5 The G.M.T.D. Hazaribag reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.
- 13.2 Penalty for causing inconvenience to the public:**

- 13.2.1. To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of minimum 200 meters shall not be kept open for **more than 4 days** in case of cable lying by digging paved surfaces. In the event of contractor falling to comply with, these conditions, the BSNL may impose a penalty of recovery upto Rs. 300/- per day the trench is kept open beyond the time limit allowed. This penalty will be in addition to that payable for delay or slow work.
- 13.2.2. The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt/public place, which may cause inconvenience to Govt/Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/waste materials from the bill/security deposit/along with the costs incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty upto Rs. One thousand for each such default.
- 13.2.3. If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of GMTD, Hazaribag 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 bills.

Size of existing U.G. /OF cables cut/ damaged	Amount of penalty per cut/damage
Upto 100 pairs cable	Rs. 500/- (Five hundred)
Above 100 pairs & upto 400 pairs	Rs. 1000/- (One thousand)
Above 400 pairs	Rs. 2000/- (Two thousand)
OF Cable of any size	Rs.5000/- (Five thousand)

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

13.4 Penalty to damage stores/materials supplied by the BSNL while laying:

- 13.4.1. The contractor while taking delivery or 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 contractors payments/securities.
- 13.4.2. However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

14. Rescission/Termination of contract:

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

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

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

14.2.1. Measurement of works executed since the date of last measurement and upto the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.

14.2.2 The unused material (supplied by the BSNL) available at site shall be transported back by the contractor. to the telecom store at his risk and cost .If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents *ibid*.

14.2.3 The un-executed work shall be got executed through departmentally or the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3--) at their quoted rates. If the work was awarded on single tender basis then the BSNL shall get the unexecuted work completed through any other contractor approved in the SSA at the approved rates of that particular section or to execute the work Departmentally, as is convenient or expedient to the BSNL at **the risk and cost the contractor**. In such an 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 (GMTD, Hazaribag) shall be final and binding. In all these cases, expanses 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 born 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 BSNL 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 thereafter to the BSNL.

14.4 Optional Termination by Government (Other than due default of the contractor):

- 14.4.1. The Government may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which 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 the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and hand over possession of the work/operations concerned to the Government or as the Government may direct.
- 14.4.3. The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

14.5 Issuance of Notice:

- 14.5.1 The Divisional Engineer in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice alongwith a detailed report to the competent authority who had accepted the contract.
- 14.5.2 **The final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.
 - a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
 - b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
 - c) No new construction beneficial to the contractor shall be allowed.
 - d) Adequate BSNL 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 indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and

liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

16. FORCE MAJEURE:

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

17. ARBITRATION:

- 17.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be refereed to sole arbitration of the Chief General Manager, Jharkhand telecom circle Ranchi or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager Jharkhand telecom circle Ranchi or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager Jharkhand telecom circle Ranchi or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is 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 views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager to the said officer shall appoint another person to act as arbitrator in accordance with terms of

the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 17.3 The value of the arbitration proceeding shall be the office of the Chief General Manager Jharkhand telecom circle Ranchi or such other places as the arbitrator may decide. The following procedure shall be followed:
- 17.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 17.3.2. There should not be a joint submission with the contractor to the sole Arbitrator.
- 17.3.3. Each party should submit its own claim separately 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. The Arbitrator shall not entertain claims in the nature of ex-gratia payments, 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.

SECTION VI
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1 The work shall be accepted only after Acceptance Testing carried out by A/T team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.
- 1.2 The BSNL 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 BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour the tender terms & conditions.
- 1.4 The BSNL reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8 The work in each section may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the GMTD Hazaribag.
- 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 **GMTD Hazaribag shall be final.**
- 1.10 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL should

this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.

- 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in BSNL or any other deptt. of the BSNL of India is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, The **GMTD Hazaribag** shall have the power to terminate the contract without any notice.
- 1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the **GMTD Hazaribag** on behalf of the president can terminate the contract without compensation to the contractor. However **GMTD Hazaribag** at his discretion may permit contractors heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of **GMTD Hazaribag** shall be the final.
- 1.15 In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- 1.16 Any kind of permission from local authority will be responsibility of the contractor.
- 1.17 Any loss or damage of government/private property due to contractor during execution of the work in this tender will be liability of the contractor.

1.18 Interpretation of the contract document:

- 1.18.1 The representative of **GMTD Hazaribag** 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 **GMTD Hazaribag** whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

1.2 Notification:

- 1.2.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations through out the performance of the work and/or with such other information and /or supporting figure and data as may from time to time as directed or required.

1.3 Shut down on account of weather conditions:

- 1.3.1. The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the Government or deemed advised on account of bad weather conditions or other Force majeure 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 number 5(i) of section V. If at all the work requires more amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it.
- 2.2 The contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, Hazaribag to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor.
- 2.3 All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of **GMTD Hazaribag**. 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 BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's materials security or any of his pending bills or from any other security.
- 2.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all material supplied to him by the BSNL, which in the contractor's custody whether, or not installed in the work. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.
- 2.5 The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "BSNL calculation" (which shall be final) will be charged to the contractor or deducted from his bill at 1.5 times of prevailing standard price including freight, handling charge, storage charges etc.
- 2.6 The contractor shall ensure that only the required material is issued to him. Upon completion of work, the contractor shall return to BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.

3. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

- 3.1 The contractor shall obtain/provide at his own cost all easements, permits and licence necessary to do its work except for the following which shall be provided by the representative of the **GMTD Hazaribag**
 - 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 licences, for moving all construction equipment, tools, supplied materials and men across Railways & Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.]
- 3.3 The contractor is to confine his operation to the provided construction “Right of User” unless it has made other arrangement with the particular property owners and /or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the Divisional Engineer.
- 3.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction “Right of User”. Some construction and such contingency shall be deemed to have been providing for in the rates.
- 3.5 At location where the U.G cable trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the railways or government or local agencies having jurisdiction.
- 3.6 If the BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit should be provided as per EOT clause given in tender document.

4. QUALITY OF WORK:

- 4.1 The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract documents. Laxity of failure to enforce compliance with the contract documents by the BSNL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The representative of **GMTD Hazaribag** has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

5. TAXES AND DUTIES:

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

6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to

protect public and shall comply with all the 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 Railways Bridges, Highways safety precautions while working in public street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- 6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5 The contractor shall be solely liable for all expense for and in respect of repairs and/or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pile lines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractors operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.
- 6.6 The current market value of any commodities lost a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining Licence before commencement of work:

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

7.2 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. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 7.2.1.4. Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2. Display of Notice Regarding Wages etc.

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

7.2.3. Payment of wages

- 7.2.3.1. The contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2. No wage period shall exceed one month.
- 7.2.3.3. The wages of every person employed as contract labour in an Establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 7.2.3.4. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 7.2.3.5. All payment of wages shall be made on a working day at the work Premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 7.2.3.6. Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 7.2.3.7. All wages shall be paid in current coin or currency or in both.
- 7.2.3.8. Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the payment of wages act 1956.
- 7.2.3.9. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-charge under acknowledgement.

- 7.2.3.10. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site engineer or any other authorized representative of the engineer-in-charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 7.2.3.11. The contractor shall obtain from the site engineer or any other authorized representative of the engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the “Register of wages” or the “wage-cum-muster roll”, as the case may be, in the following form:-

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

7.2.4. Fines and deductions, which may be made from wages

- 7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following:-
- a) Fines
 - b) Deductions for absence from duty i.e. from the Place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default
 - d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - e) Any other deduction, which the central government may from time to time allow.
- 7.2.4.2. No fines should be imposed on any worker save in respect of such acts and the Labour Commissioner has approved of omissions on his part as.
- 7.2.4.3. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 7.2.4.4. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7.2.5. Labour records

- 7.2.5.1. The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the Contract Labour(R&A) Central Rules 1971.
- 7.2.5.2 The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under contract in Form XVI of the CL(R&A) Rules 1971.
- 7.2.5.3 The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL(R&A) Rules 1971.

7.2.5.4

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

- f) Full particulars of the labourers who met with accident.
- g) Rate of wages
- h) Sex
- i) Age
- j) Nature of accident and cause of accident
- k) Time and date of accident
- l) Date and time when admitted in hospital
- m) Date of discharge from the hospital
- n) Period of treatment and result of treatment
- o) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- p) Claim required to be paid under workmens compensation act.
- q) Date of payment of compensation.
- r) Amount paid with details of the person to whom the same was paid.
- s) Authority by whom the compensation was assessed
- t) Remarks

7.2.5.5

The contractor shall maintain a **Register of Fines** in the Form XII of the CL(R&A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

7.2.5.6.

The contractor shall maintain a **Register of deductions for damage Or loss** in Form XX of the CL(R&A) Rules 1971.

7.2.5.7.

The contractor shall maintain a **Register of Advances** in Form XXIII of the CL(R&A) Rules 1971.

7.2.5.8.

The contractor shall maintain a Register of Overtime in Form XXIII of the CL(R&A) Rules 1971.

7.2.6.

Attendance card-cum wage slip

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

- 7.2.6.2. The card shall be valid for each wage period.
- 7.2.6.3. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 7.2.6.4. The card shall remain in possession of the worker during the wage period under reference.
- 7.2.6.5. The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 7.2.6.6. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

7.2.7 Employment card

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

7.2.8. Service certificate

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

7.2.9. Preservation of labour records

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

7.3. Power of labour officer to make investigations or enquiry

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

7.4 Report of Investigating officer and action thereon

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors 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 his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

7.6 Submission of Returns

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

7.7 Amendments

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

8.0 INSURANCE:

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

9. COMPLIANCE WITH LAWS AND REGULATION:

9.1.1.. 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 BSNL, 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 roll taxes, as to its responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require

Any assignee or sub-contractor to whom 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 BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

10. TOOLS AND PLANTS

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

Section VII
TECHNICAL INSTRUCTIONS

I DIGGING OF TRENCHES, PAYING OUT AND LAYING OF CABLES AND REFILLING OF TRENCHES, JOINTING OF CABLES , INSTALLATION OF DP AND LJU.

1. Standard width of trenches to be dug -> Top : 45 cm, Bottom : 30 cm.
2. Standard depth of trenches :

D) For

Laying of 5 Pr U.G cables

0.6 Metres from the road level or actual surface level whichever is lower

3. The trenches shall be dug as per the standard depth and width as per above norms. However detailed instructions will be obtained by the contractor from the JTO/SDO/SDE. I/C of each work.
4. The trenches should be dug as straight as possible and should not be in a zig zag manner. Route marking should be done by string and line to ensure straight digging. Sharp angles should be avoided.
5. Proper distance should be kept from electric power cables etc. which are encountered on route.
6. Route diagrams with proper marking shall be supplied to the contractor by the JTO/SDE along with work order.
7. Where the cables are not laid at proper depth and no permission is taken from Concerned D.E. for such deviation, the liquidated damage charges @ 10 % of the total billed amount shall be deducted from the bills of the contractor in addition to the deduction on pro-rata basis of the actual depth at which the cables are laid.
8. All the jobs relating to the work, i.e. trenching, paying out and laying of cables in trenches or through pipes / bores etc., placement of bricks and refilling of trenches etc. will be carried out strictly in accordance with the BSNL instructions contained in the ‘ Engineering Instructions ‘ and other guidelines on the subject. Necessary information/ guidance will be given by the JTO/SDO/ DE while issuing work order to the contractor for such jobs.
9. The trenches after laying of cables and placement of bricks etc. shall be kept open and contractor shall arrange for 100 % check by JTO , 50 % check by SDO/SDE and 10% check by DE . Any variation in standard depth due to technical reasons will be indicated on A/T report with reasons of laying cable at less depth.
10. A warning layer of orange coloured PVC tape(100 mm wide and 100 micron thick)with sign writing “warning;BSNL telephone cable below”,running through out length of tape, will be provided on 5 Pr cable & Second class good quality bricks (75Kg/Cm2)will be used for protecting and warning on the cable/cables of **10 Prs and above** lengthwise or breadthwise under the guidance of the JTO/SDO/DE.
11. The trenches should be immediately filled in and closed after the cables have been properly laid and inspected by the JTO/SDO/SDE/DE satisfactorily. The earth filled in should be consolidated and properly

rammed to the satisfaction of the concerned local administration authority/ Divisional Engineer. If the refilling of the trench is required to be done by the contractor due to any reason other than after laying of the cable, no charges shall be paid.

12. Where ever work has to be done involving PCC, the contractor will have to reinstate the same and rate is to be quoted keeping in view of the above fact

II LAYING OF UNDERGROUND CABLE :

- * At a convenient point in the main distribution cable, joint can be made for 5 Pair PIJF U.G cable which can be taken to the various areas/buildings for terminating the DP.
- * The length of the 5 Pr. cable should in no case exceed beyond 100m from joint to DP box. While taking the 5 Pr. cable from the joint to the DP box the depth of cable should be maintained at 60cms. In earth area/non concrete area while in the case of concrete in the courtyard of premises it should be taken at a depth of 10cm below the concrete surface.
- * 5 Pr. cable should laid from distribution cable to DP box without any joint.
- * The depth of the trench should be minimum 60 cms. below the ground surface along the road.
- * As far as possible the distance between two joints should be maintained in such a manner that it should not be more than 100m.
- * 5/10 pair cable should taken directly from pillars to subscriber premises. Where there is no possibility of burying 5/10pair cable, or it is highly uneconomic to bury the cable, then the cable can be directly taken O/H from the existing joint with the help of post and steel support wire to the subs. premises.

III JOINTING OF CABLES

1. The jointing kits and other associated stores for the work shall be supplied by the BSNL . However the petty local purchase consumable items etc. shall be arranged by the contractor.
2. The jointing work will be done in accordance with the BSNL instructions under the guidance of the concerned JTO/SDO/DE. The contractor shall employ trained and qualified jointers for the job. All the pairs should be jointed correctly as per the scheme. The rates quoted should be inclusive of acceptance testing of the joints.
3. No other charges except the rate of jointing of cables including pair jointing shall be claimed by the Contractor. The pits required for the work, tracing of ends of the cables and all preparatory arrangements shall be made by the contractor without any extra charges.
4. The jointing work under the contract shall cover the joints on the cables laid/pulled by the contractor under this contract only.
5. The copper/ cables scrap and the pieces of cables recovered during jointing etc. shall be deposited by the contractor to the stores under valid receipt.

6. The contractor shall be responsible within the period of his contract for the failure of the joint due to bad workmanship etc. and shall replace the joint so detected free of cost and within a period of five days from the date of reporting.
7. The contractor shall leave a joint indicator (if supplied by the BSNL) at the site of joint for specification.
8. The contractor shall submit a list of joints made indicating the locations of joints on cable routes. This list must be supplied alongwith the bill.
9. Jointing will include joints by Modular connectors also wherever required. Necessary equipment/ tools will be arranged by the contractor. BSNL will only supply modular connectors.
10. At the time of A/T, the contractor will ensure the availability of 100 % pairs end to end except which are declared faulty at the time of testing of cable by him prior to taking over for laying, failing which proportionate recovery towards the cost of pairs will be deducted from his bills.

IV Installation procedure of DP:-

- * 0.5mm DP box shall be used for termination of 0.5mm (5pr. PIJF) U.G cable.
- * The PIJF cable can be taken from the ground to the DP box through a PVC/GI pipe of 25mm dia at a height of 2.5m from the ground. A sufficient length of cable should be left beside the DP box for stripping, fanning and termination. For public places GI pipe should invariably be used for opening DP. For individual subscriber premises cable may be taken to the DP by fixing the cable to the wall with the help of steel clamps.
- * **Quantity of GI Pipes(25 mm) to be supplied by contractor can be decreased /increased .**
- * PVC pipe shall be fixed to the wall by means of suitable GI clamps. Three clamps are required to fix the PVC pipe on the wall i.e. first clamp 20 cms below the DP, second 20 cm above the ground and the third clamp at the center of the first and second clamps.
- * By keeping some margin in the DP box the pairs are fanned from top to bottom and then punched with proper termination tool.
- * The D.P. should be mounted on the external wall of the building or at convenient place where internal DPs can be fixed properly and telecom officers can approached easily. The wall should be thick and strong and also be approachable for every inspection and maintenance. As far as possible DP should be installed under shed.
- * Two types of IDC modules are being supplied in the field. In one type of IDC module, the cable wires are terminated in the inner contacts and drop wires are terminated in the upper contacts. In the second type of IDC module the cable wires will be terminated on one side contacts of the module and the drop wires will be terminated on the other side contacts. The cable pair and the drop wires shall be 5 through the guides provided in the DP box. Extra length of the conductors is provided in the DP box. After termination, the wires are pushed below the module.

V Line Jack Unit:

- * The required number of link jack units should be installed at subs. premises.
- * For subscriber loop required number of drop wires are laid from DP box to line jack unit.
- * It shall be ensured that there is no joint in the drop wire between DP & LJU.
- * In multi-storied building having flats some times house owner provides concealed wiring from DP box to the individual flats at convenient point in the flat from where it can be connected to the LJU.

- * The drop wires should be taken to DP box through the holes provided in DP box to the LJU.
- * Termination of the drop wires at both ends (DP box & LJU) shall be carried out only after the entire drop wires have been laid.

VI Special Conditions:

1 Supervision:

The contractor is required to be arrange at least one expert technical supervisor for each station, who will be liasoning with the company authorities for ensuring the proper quality of the work.

2.0 Construction Specifications

2.1 Classification of Soil Strata: For the purpose of trenching, the soil strata shall be categorized as under:

2.1.1 Non Surfaced Strata:

- i) **Ordinary soil:** This will include soft soil.
- ii) **Hard soil :** This will include hard soil/morrum i.e. any strata, such as sand, gravel, loam, clay, mud, black cotton morrum, shingle, river or nallah bed boulders, soling of roads paths, densely pebbles/stones etc., lime concrete, mud concrete and their mixtures which for excavation yields to the application picks, showels, sacrifiers, ripper and other manual digging implements including chiseling.

2.1.2 Surfaced Strata: The surfaced strata shall cover the following irrespective of strata encountered below the surface

2.1.2.1 Footpaths

- i) – Tarmac/asphalted
- ii) - Kharanja / brick pavement
- iii) - Tiled
- iv) - Cement Concrete

2.1.2.2 Along Road Side: Trenching along road on carpeted surface may be necessary in certain stretches where roads have been metalled edge to edge and there is no un-metalled corridor or footpath available for trenching and laying the cable

- i) Tarmac/asphalted Roads
- ii) Kharanja/brick pavement.
- iii) Tiled Roads

- iv) CC Roads

2.1.2.3. Road Crossings:

- i) Tarmac/ asphalted Roads
- ii) Kharanja/brick pavement.
- iii) Tiled/CC Roads
- iv) CC Roads

The different surfaced strata as mentioned under 2.1.2.1, 2.1.2.2 and 2.1.2.3 above are defined as under

Foot Paths

Tarmac (Asphalt) Foot Path: means path with tarmac surface with or without compacted strata below the tarmac surface, irrespective of thickness of Tarmac/Metal.

Kharanja/brick pavement Foot Path: means surface covered with Kharanja/bricks with or without compacted strata below the surface, irrespective of thickness of Kharanja/bricks.

Tiled Foot Path: means Footpath covered with various types of tiles/stone slabs with or without compacted strata below the tiled surface, irrespective of thickness or tiles/stone slabs.

Cement Concrete Foot Path: means the surface on footpath covered with CC (cement concrete) with or without compacted strata below the surface, irrespective of thickness of Cement Concrete.

Along Road Sides (where roads have been carpeted from edge to edge):

Tarmac (Asphalt) Road: means roadside with tarmac/asphalt surface with or without compacted strata below the tarmac surface, irrespective of thickness of Tarmac/Metal.

Kharanja/brick pavement Road: means surface covered with Kharanja/bricks with or without compacted strata below the surface, irrespective of thickness of Kharanja/bricks.

Tiled Road: means road covered with various types of tiles/stone slabs with or without compacted strata below the tiles road surface. Irrespective of thickness of tiles/stone slabs.

Cement Concrete Road: means CC (cement concrete) road with compacted strata below the surface or road, irrespective of thickness of Cement Concrete.

Road Crossings:

“ **Tarmac or Asphalt Road**” means the road surface, which is metalled by asphalt/tarmac normally having compacted strata below the metalled surface, irrespective of thickness of asphalt/tarmac.

Kharanja/brick pavement Road: means surface covered with Kharanja/bricks with or without compacted strata below the surface, irrespective of thickness of Kharanja/bricks.

Tiles/ Road: means road made of tiles of any type/stone slabs road normally having compacted strata below the tiles/ stone slab surface, irrespective of thickness of tiles/stone slabs.

CC /RCC Road: means the surface made of cement concrete/ RCC normally having compacted strata below RCC, irrespective of thickness of RCC.

At road crossings the trenches shall be so dug that top of RCC pipe shall be at one meter depth from ground level

3 Marking of Trenches :

Before excavation of trenches the route should be marked for trenching. Care should be taken to see that the route of the trench to excavate is reasonably straight avoiding the existing underground services. The contractor should take trial pits to locate the underground services before commencement of actual trenching (no measurement shall be recorded by the department for trial pits and as such no payment is payable for trial pits). These trial pits shall be 30 cms. Wide, 120 cms. Deep and 120 cms. Long at right angles to the proposed trench at an interval of 20 to 50 Mtrs along the proposed cable route. If a slab is encountered , the same may be removed and trial pits may be made.

In city areas, the trench will normally follow the footpath of the road except where it may have to come to the edge of carriage way or cutting across roads with the specific permission from the concerned authorities maintaining the road (such permission shall be obtained by the department). Outside the city limits, the trench will normally follow the boundary of the roadside land. However, where the roadside land is full of burrow pits or afforestation or when the cables have to cross culverts/bridges or streams, the trench may come closer to the road edge or in some cases, over the embankment or shoulder of the road (Permission for such deviations for cutting the embankment as well as shoulder of the roads shall be obtained by the department).

The alignment of the trench will be decided by a responsible departmental official, not below the rank of a Junior Telecom Officer. Once the alignment is marked, no deviation from the alignment is permissible except with the approval of Engineer-in-charge. While marking the alignment only the centre line will be marked and the contractor shall set out all other works to ensure that, the excavated trench is as straight as possible. The contractor shall provide all necessary assistance and labour, at his own cost for marking alignment. Contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate marking the centre line without any extra charges. It is to be ensured that minimum amount of bushes and shrubs shall be removed to clear the way and the contractor shall give all consideration to the preservation of the trees.

The line-up of the trench must be such that cables 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.

Necessary barricades, night lamps warning boards and required watchman shall be provided by the contractor to prevent any accident to pedestrians or vehicles. While carrying out the blasting operations, the contractor shall ensure adequate safety by cautioning the vehicular and other traffic. The contractor shall employ sufficient manpower for this with caution boards, flags, sign writing etc.

When trenches are excavated in slopes, uneven ground, inclined portion, the lower edge shall be treated as normal level of the ground for the purpose of measurement of depth of the trench.

If excavation is not possible to the depth of 60 Cms. Above the cable/pipe as detailed above, full facts shall be brought to the notice of the Engineer-in-charge in writing giving details of location and reason for not being able to excavate that particular portion. The Engineer-in-charge in such genuine cases may grant permission for lesser depths. Remarks giving reasons as to why standard depth could not be achieved shall be given by the engineer-in-charge in the measurement book at appropriate place.

While trenching on roads surfaced with tiles or bricks, the contractor shall ensure that the tiles and the bricks are not broken and the same are kept near the trenches properly stacked at regular intervals so that the same can be used by local bodies for reinstatement of the surface.

4 Excavation at Road Crossings:

The excavation of trenches in all types of roads including dismantling of asphalt/all type of tiles, bricks/CC and WBM etc. shall be done upto a depth such that the top of the RCC pipe is 0.6 meter below the normal ground level. **After excavation of trench, RCC pipes of 32/50/ 100mm dia shall be laid at the road crossings.** The RCC pipes shall be coupled with the help of plain cement : sand of 1:6 ratio. Cost of cement etc. shall be born by the contractor. Care must be taken to couple the pipes fully. The pipes should be laid with a slight slope from the center to the sides of the road to prevent collection of water. 8mm PP Rope shall be drawn through the laid pipes to facilitate cleaning and cable pulling at a later date before closing the trench.

In case it is not possible to lay the 5 pair cable through the concrete floor of the subscriber premises, it can be taken through the boundry wall by chiseling/clamping. In case of chiseling the surface is to be reinstated by the contractor by using his own material.

Necessary barricades, night lamps, warning boards and required watchman shall be provided by the contractor to prevent any accident to pedestrians or vehicles.

The depth of trench is very important for future life of cables. Therefore, the contractor is obligated to ensure that the standard depth is maintained in normal circumstances. However, due to obstructions, if the standard depth cannot be achieved, lower depth may be accepted by the S.D.E. In-charge of the work with reasons recorded in the measurement book at appropriate place. In cases of less depths in some segments of trenches, proportionate rates of actual depth to the standard depth shall be payable.

Where more than one cable are laid in the same trench, the jointing locations shall be suitably staggered. When a cable is to be terminated in a pillar, the length of cable for such termination shall be equal to **(jointing length+ height of the pillar).**

The contractor shall ensure that trenching and cable laying activities are continuous, without leaving patches or portions incomplete in between.

The contractor shall ensure that there is a minimum interruption of service to the subscriber. The contractor will be required to ensure that the service to all the subscribers has been restored before closing the days job. Any compensation, if required to be paid to the subscriber by the company on account of interruption of services because of contractor's negligence, will be born by the contractor.

When there are number of cables of the same size in the same trench, it becomes difficult to identify the particular cable at the time of maintenance. Therefore, **identification collars** bearing L.I. Number of the cable shall be tagged to all the cables. The identification collars shall be provided at an interval of not more than 2 meters.

There may be circumstances where the bricks recovered after dismantlement of kharanja ar to be used as protection layer over the cable. In such cases the contractor shall use the bricks for protection layer over the cable for which only laying charges shall be paid.

While trenching on roads, surfaced with tiles/bricks, the contractor shall ensure that the tiles/bricks are not broken and the same are kept near the trenches properly stacked at regular intervals so that the same can be used by the local bodies for reinstatement of the surface.

The size of the joint shall be determined by the number of pairs twisted/jointed irrespective of the size of the jointing kit used or the sizes of cables involved in jointing.

The contractor shall make hundred percent pairs available from ent-to-end. To ensure the availability of 100% pairs end-to-end it is a good practice not to close the joints until all the pairs are tested.

Before closing the joint the contractor is required to place a slip inside the joint, indicating the following:

- * Name of the contractor
- * Name of the official of the BSNL supervising the work.
- * Date of joint

The cables are to be tested for continuity of pairs and electrical and transmission characteristics of the cable pairs between old DP/C.T. box to new DP/C.T.box. The test parameters should conform to the A.T. standards of the BSNL issued by T&D circle. Broadly the following parameters are tested (i) insulation (ii)cross insulation (iii)continuity (iv)loop resistance (v) transmission loss (vi) cross talk level.

The height of the letters and contents according to numbering scheme of D.Ps in the SSA will be given by Engineer-in-charge. Damages of the plaster of the wall shall be repaired by the contractor on his own cost.

5. Documentation :

The contractor shall be required to supply the detailed documentation of all works executed with a soft copy at the time of submission of bills.

The documentation, consisting of Route, Diagrams, depicting of Joint Locations, Termination details of cables on Pillars and D.Ps is of immense help at the time of maintenance or

undertaking any re-arrangement work in the external plant. The details available in documentation prove to be of huge value in subsequent planning and construction activities in the external plant. These documents are also useful in coordinating excavating activities by other agencies thus saving our huge investment from getting damaged and also avoiding disruption of services. The work of documentation is Mandatory in this contract.

The documentation shall be prepared pillar wise and shall contain details of all the works executed in a pillar area. The existing cable network details provided by SDE in-charge of works shall also be incorporated in the documentation.

I. Route Diagrams : Preparation of route diagram depicting alignment of cables on roadsides on a geographical maps to be scale but in case geographical maps are not available, the maps should be constructed to a reasonable accuracy by taking details from the local bodies of the area. On this diagram, besides showing alignment of the cable(s), the topographical details of the road, location of pillars and landmarks alongside should also be shown to locate the cable(s) easily as and when required.

II. Joint offsets : The joints of sets will, inter alia, show the locations of joints by showing **distances from three permanent points** so that the joints can be located easily as and when required. Besides showing the locations of joints, it shall also show detail of distribution of pairs in the joint in case of branch joint. These joint offsets shall be prepared in A-4 size sheets of approx. 80 GSM.

III. Pillar Cards : The pillar cards shall show the termination details of primary as well as distribution cables in the pillar. These cards shall be prepared in A-4 size sheets of approx.80GSM.

The route diagram, joint offsets, pillar cards and MDF termination cards shall be prepared by the contractor through an experienced draughtsman or these may be computerized. All the diagrams/cards/joint offsets shall bear the signatures of the contractor, the J.T.O. incharge and the Engineer-in-charge.

The cover sheets shall be approx. 110 GSM and laminated. The front cover shall have the following details.

1. Name of the SSA.
2. Name of the Exchange System.
3. Name of the contractor
4. Name and Number of the pillar(s)
5. W.O. No.
6. Date of commencement of work.
7. Date of completion of work.

The contractors shall supply 4 copies of bound documents to be known as one set of Documentation. The rate for one set of documentation is given in standard schedule rates.

**SECTION –VIII
AGREEMENT**

The successful tenderer shall have to execute the following agreement.

This agreement made on this..... day of (month) (Year).....between M/s..... herein after called

“The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CMD here in after referred to as the BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the execution of work of laying of 5 Prs U.G cable for Exchanges falling under DE (P), Ramgarh, under DE (T), Giridih of Giridih Revenue District and under DE (T), Giridih of Koderma Revenue District in Hazaribag SSA on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The contractor shall, during the period of this contact that is to say from..... to..... or completion of work for Rs..... (Inwords)..... Whichever is earlier or until this contact shall be determined by such notice as is herinafter 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 this labour at his own expenses, all trenching, pipe laying, cable pulling, cable splicing, joint chamber preparation, fixing, painting and sign writing of route indicators and other associated works as described in tender documents (annexed to the agreement), when the government or **GMTD Hazaribag** or any other persons authorized by **GMTD Hazaribag** in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 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 BSNL having bearing on execution of work and payments of work to be done under the contract.

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

Above written:

Signed sealed & Delivered by
The above named contractor in
The presence of

Witness:

- 1.
- 2.

Signed & Delivered on behalf
Of the President of India by the

Witness:

- 1.
- 2

SECTION IX
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

No:- GMTD/HZB/Tender/UG cable(Poleless)/HZB/PIV/06-07/11(ii) Dated at HZB: 30/12/2006.

In the tender of laying of 5 Prs U.G cable along with associated works in SSA Hazaribag

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

Order of preference	Name	Specimen Signatures
I		
II		
Alternate Representative		

Signature of bidder
Or
officer authorized to sign the bid
documents on behalf of the bidder

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

LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID

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

1. Bid security in accordance with the tender document.
2. Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
3. The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
4. Bid Form, duly filled in, as per section II.
5. Tenderer's profile duly filled in, as per section III of the tender document.
6. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
7. List of qualified experienced personnel, having detail as name and address, who are working for the tenderer, who will be deployed for the work.
8. Work experience certificate of one year or more in U.G./OF cable from not below the rank of STS officer.
9. Payment certificate from DDO concern for Rs. one Lac in any five years (taken together) in field of U.G/OF Cable works.
10. Income Tax PAN no.

SCHEDULE OF RATES.

SSA:- Hazaribag

Type of Job to be done for each telephone connection which ever applicable with rate

S.No.	Item Code	Name of Item	Unit	Rate(Rs)	
1		Excavating the trenches. Including backfilling compacting [after laying the cable(s)] and removing excess earth from site in non surfaced strata (ordinary soil, hard soil), PCC, road crossing all types). {Depth=60 cm to be done}	meter	16.70	
1.2	1.1.1	Road Crossing through horizontal boring method and inserting all diameter of G.I. Pipes	meter	200.00	
		The company will supply only G.I.Pipes in lengths of approximately 6 meters in length			
1.3	1.2.1	Laying and fixing of G.I. Pipes of all type of diameter on Bridges and Culverts		9.50	
		The company will supply only G.I. Pipes in lengths of approximately 6 meters			
2.0		Pulling and laying of cables in Trenches and Pipes			
	2.0.1	Up to 100 Pairs	meter	0.50	
		The company will supply only U.G cables			
3.0		Cable splicing			
	3.0.1	Splicing of 5 Pair cable to 100 Pair cable	per pair	2.50	
4.0		Construction of Plinth for Pillar			
	4.0.1	For Mini Pillars upto 400/200 Pairs and below	Per Unit	520.00	
		Erection including Painting & Sign. Writing of Pillars			
	4.0.2	For Mini Pillars upto 400/200 pairs and below	Per Unit	150.00	
	4.0.3	Earthing of Pillar The material & tools shall be arranged by the contractor. The value of the earth resistance should not be more than 0.5 ohms	Per Unit	500.00	
5.0		Erection, Termination, Painting & Sign. Writing of DP			
	5.0.1	Internal DPs			
	5.0.2	5/10 Pairs	a.) With G.I. Pipe	Per unit	169.62
			b.) With PVC Pipe	Per unit	175.00
	5.0.3	Sign writing on existing DP	Per unit	25.00	
			The company will supply only G.I. pipes and DP Boxes with modules. The contractor shall supply clamps and accessories for internal DPs along with the PVC pipe [ISI mark]. For termination of cables in DPs the contractor will arrange the terminating and fixing tools. The contractor will arrange the enamel paint for sign writing of DPs.		
6.0		Subscriber's office fitting			

	6.0.1	Fitting with Drop wire from DP to LJU direct on Wall, the maximum spacing between the fixture/nails should not be more than 30 cms	per mtr	3.00
	6.0.2	Fitting with PVC twine from DP to LJU direct on Wall, the maximum spacing between two fixtures should not be more than 30 cms	per mtr	3.00
	6.0.3	Supplying and fixing of PVC casing and capping of 20 mm(1.5 mm thickness) and fixtures at a maximum spacing of 40 cms including drawing of Twine/Drop wire through it.PVC twine/dropwire will be supplied by the Company	per mtr	15.00
	6.0.4	Supplying and fixing of PVC Pipe of 20 mm(0.5 mm thickness) and fixtures at a maximum spacing of 40 cms including drawing of Twine/Drop wire through it.PVC twine/dropwire will be supplied by the Company	per mtr	12.00
	The company will supply only the required LJUs and Drop wire/PVC twine, all other fitting material like nails, screws, clamps etc. shall be arranged by the contractor			
7.0	Recovery of Line and Wire material			
	7.0.1	Up routing and dismantling of post.	per post	75.00
	7.0.2	Up routing and dismantling of DP Post along with G.I.Pipe	per post	75.00
	Fitting of PVC Twine/Drop wire through PVC C-type casing for subscribers office fitting, PVC twine/ drop wire will be supplied by the Company		per mtr	15.00
8.0	Termination of cables on MDF & Pillars			
	8.0.1	Termination of cable in MDF	Per pair	1.93
	8.0.2	Termination of cable on Pillars	Per pair	1.93
	8.0.3	Fitting of CT box inside a building & termination of cable	Per pair	1.00

COST OF EMPTY CABLE DRUMS: (FIXED RATES)		Per drum	
a.	5 Pairs Cable Drums		65.00
b.	10 Pairs Cable Drums		75.00
c.	20 Pairs Cable Drums		100.00
d.	50 Pairs Cable Drums		125.00
e.	100 Pairs Cable Drums		150.00

BHARAT SANCHAR NIGAM LIMITED

BID DOCUMENT

(FINANCIAL)

TENDER FOR

**Laying of 5 Pairs UG cable and associated works along with subs office fitting and etc
for making poleless network of 500 lines under jurisdiction of
..... in Hazaribag SSA (Zone no.)**

Tender No:-GMTD/HZB/Tender/UG cable (Poleless)/HZB/PIV/06-07/11(ii)

Dated 30.12.2006

**SECTION XV
FINANCIAL BID**

To

The GMTD Hazaribag

SUB: Our Financial Bid for Laying of 5 Pairs UG cable and associated works alongwith subs office fitting and etc for making poleless network of 500 lines under jurisdiction of in Hazaribag SSA (Zone no.).

Ref.: GMTD/HZB/Tender/UG cable (Pole-less)/HZB/PIV/06-07/11(ii) Dated at HZB: 30/12/2006.

Dear Sir,

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

BELOW

In figures%
In wordspercent

OR

AT PAR

In words.....

OR

ABOVE

In figures%
In wordspercent

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

I / We agree to abide by this Bid for a period of 90 days from the date of opening of financial bid and it shall remain binding upon us / we and may be accepted at any time before the expiry of that period.

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

Signature of the tenderer.....

Name of the tenderer.....

Terms and Conditions :-

- (a) The rates should be quoted both in figures and words. If there is any discrepancy in rates, the rates in words will be taken as final
- (b) The contractor shall transport (including loading & unloading) all stores issued to him within SSA to the site of work and vice versa at his own cost. The BSNL shall not pay any transportation charges to the contractor.
- (c)The rates of empty cable drum are fix and not to be negotiated.

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 **90 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.

However, it may be extended for a further period of **90 days** as per discretion of GMTD, BSNL, Hazaribag.

Dated.....

Signature of the tenderer.....

Name of tenderer.....