BHARAT SANCHAR NIGAM LIMITED

TELECOM DISRTICT BILASPUR

TENDER NO – T-107/UG Cable-Mtc./Bil/19-20/08 Dated: - 20.05.2019

E-TENDER FOR LAYING OF UG CABLE AND OTHER ASSOCIATED WORKS FOR MAINTENANCE IN SSA BILASPUR

Date & Time of Submission of Bid (on line & off line) – up to **11.00** hrs of11.06.2019

Date & Time of Opening of Bid – at**12.00** hrs of11.06.2019

Validity of the Bid: --- --------- **240 Days**

Cost of tender document ———— Rs. 590.00

(COVER PAGE)

SECTION-I

TABLE OF CONTENTS

SECTION	CONTENT	PAGES NO.
	QUALIFYING BID DOCUMENT	
I	TABLE OF CONTENTS	2
II	CHECKLIST	3
III	BID FORM	4
IV	NOTICE INVITING TENDER	5-7
V	TENDERER'S PROFILE	8
VI	DECLARATION-I	9
VII	DECLARATION-II	10
VIIA	PAYMENT INSULATION UNDERTAKING-III	11
VIIB	UNDERTAKING& DECLARATION-IV	12
VIII- A	GENERAL TERMS AND CONDITION-I	13-22
VIII-B	E-tendering Instructions to Bidders	23-25
IX	GENERAL TERMS AND CONDITION-II	26-37
X	SPECIFIC TERMS AND CONDITIONS	38-44
XI	**SCOPE OF WORK**	45-46
XII	**UG CABLE WORK CONSTRUCTION SPECIFICATION**	47-62
XIII	**Agreement Proforma**	63-64
XIV	**Letter of authorization**	65
XV	**Rate of empty Cable drum**	66
XVI	SCHEDULE OF REQUIREMENT	67
XVII	**FINANCIAL BID DOCUMENT**	68
XVII	FINANCIAL BID	69-70

SECTION-II
CHECK LIST FOR TENDERERS

Sr. No.	Documents	Yes or No
1	DD / Banker's cheque / Receipt No. and Date towards Cost of Tender document as per NIT	
2	DD/ Banker's cheque /FDR/BG No .and Date towards EMD as per NIT	
3	Tenderers' profile and Bid Form duly filled and signed as per section III &V of the tender document.	
4	Copy of labour license. / undertaking regarding submission of labour license within 15 days from the date of issue of form V	
5	Bank Solvency 40% of tender cost.Date of solvency certificate should not be older than one year before the date of NIT	
6	PAN Card (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).	
7	Attested copy ofLatest Income Tax Return	
8	The registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour in case OfProprietary firm or competent office & in case of Pvt.Ltd. Company/Partnership firm registration with Registrar of firms is required).	
9	Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and Articles of Association in case of companies.	
10	Original "**Power of Attorney**" in case a person other than the tenderer has signed the tender document or authorization certificate for signing the tender document from limited company/Govt./ PSU	
11	Attested copy of experience certificate as per NIT eligibility Condition.	
12	Attested copy of EPF registration.	
13	Copy of ESI registration If not available at the time of bid submission enclose a declaration letter that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL. If the same is covered by any other policy of Govt. of India same may be considered for acceptance.	
14	Attested Copy of Registration with Central Excise Department for service tax./GST registration	
15	Turnover certificate issued by chartered accountant for average annual financial turnover of amount not less than 30% of the estimated cost of this tender during the last three financial years (2016-17,2017-18 and 2018-19)	
16	Valid MSME Certificate/NSIC certificate, if applicable.	
17	List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.	
18	Declaration regarding none of close relatives is employed in BSNL and declaration regarding not black listing of firm and undertaking regarding payment insulation , terms & condition are to be filled & signed specifically as per declaration I & II, payment insulation undertaking III& under taking IV available in tender document Section VI & VII&VIIA &VIIB.	
19	Undertaking/ declaration that bidder has uploaded scan copy of Bid Documents online through E-tender portal: (https://www.tenderwizard.com/BSNLKOL without any corrections and overwriting in original, duly seal & signed by bidder.	

All the document must be submitted self attested except DD

SECTION III

BID FORM

From: ……
……

To,

The AGM (NP-CFA)
O/o GMTD BSNL, BILASPUR

Sub: E-TENDER FOR LYING OF UG CABLE AND ASSOCIATED WORKS FOR MAINTENANCE IN SSA BILASPUR.

With reference to your tender Notice No.**: W-1-1/NIT/Tender/GMTD-BIL/19-20/107 Dated: - 20.05.2019**calling for tender on the above subject. I have read &understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, BILASPUR or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of **Rs……../- (In words rupees ……..…….....….** **only)** is deposited by DD towards Earnest money and DD receipt No…… dated ……Bank Name……..…….. is enclosed. I/We also agree to pay Security Deposit as and when called for within **stipulated time mentioned in letter of intent.**

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, BILASPUR or his successors in the office.

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.

We understand that you are not bound to accept the lowest or any bid, you may receive.

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

Until a format Agreement is prepared and executed, this Bid together with your 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.

Yours faithfully

Dated this …….day of ……..2019.

Signature of the bidder Or

Officer authorized to sign the Bid Documents on the behalf of the Bidder (Name in Block Letters of the Signatory)

In capacity of ……..duly authorized to sign the bid for and on behalf of ……..

Witness ……..

Address…….

Note: - In case of authorized signatory the authorization letter on letter head of the firm must accompany.

SECTIOIN-IV

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office of the G M T D BILASPUR- (C.G.)

NOTICEINVITINGTENDER

No:-W-1-1/NIT/Tender/GMTD-BIL/19-20/107 Dated: - 20.05.2019

A. Properly sealed Electronics tenders are invited for and on behalf of CMD BSNL by the G M T D BS N L Bilaspur from the experienced firms/ govt firms

1	**Name of Work**	**Laying of U G cable and associated work for Maintenance in SSA Bilaspur**
2	Tender No	T-107 /UG cable-Mtc./Bil/19-20/08Dated: - 20.05.2019
3	Validity of tender offer	240 days from opening date.
4	Area	Bilaspur, Mungeli, Korba and Naila District
5	Estimated Cost(Rs in lakhs) (Apprx).	**Rs. 46,92,000/-**
6	EMD (Rs)	**Rs 1,17,300/-**
7	Cost of Tender Document (Rs)	**Rs. 590/-**
8	Tender document canbeobtainedby downloading it from the website www.chhattisgarh.bsnl.co.in Tender link for study and record. The official copy of tender document for participating in E-tender shall be available for downloading from https://www.tenderwizard.com/BSNLKOLfrom , 17:00 Hrs20.05.2019 onwards up to 17.00 Hrs of 10.06.2019	
9	Availability of online tender document	The tender document shall be available for downloading from 17:00 Hrs of 20.05.2019 onwards Up to 17.00 Hrs of 10.06.2019.Tender documents shall be available on portal mentioned in DNIT only and to be submitted online. Physical copy will not be available for sale and will not be accepted.
10	Time and last Date of Online and Off line submission of tender	Duly filled Tender document along with all documents should be submitted on line on portal https://www.tenderwizard.com/BSNLKOL and off line on or before 11.00 Hrs of 11.06.2019
11	Time and Date of online opening of tender	**12.00 Hrs on 11.06.2019** .
12	Venue of tender submission and opening	AGM (NP-CFA) O/o GENERAL MANAGER TELECOM DISTRICT BILASPUR-495001
13	Amendments/Corrigendum of bid	Up to 1700 Hrs of 09.06.2019
14	EMD and cost of tender document	EMD is to be paid in the form of DD / Bankers cheque payable at BILASPUR, It can also be paid in FDR/BG valid for 18 months from bid opening date .EMD should be in favor of AO(Cash) BSNL O/o GENERAL MANAGER TELECOM DISTRICT BILASPUR-495001. Cost of bid can be in the form of DD/Cash /Bankars Cheque in favor of AO (Cash) BSNL O/o GENERAL

		MANAGER TELECOM DISTRICT BILASPUR-495001 payable at BILASPUR. Cash receipt must be submitted with tender as per tender procedure MSE bidders are exempted from payment of EMD/cost of bid as per valid certification on date of bid opening
15.	Duration of contract	One Year with an option of Extension for one more year.

B. TERMS AND CONDITIONS OF THE TENDER:

1. Purchase of Tender Document: As per S. No. 8 of DNIT.

1.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque/Cash Receipt along with their tender bid as per bid submission procedure, failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "A.O.(Cash) O/o GMTD BSNL BILASPUR " and payable at BILASPUR.

1.2 The tender documents shall be issued **free of cost to MSE bidders** on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item.

1.3 Contract period is for one year with provision of extension for further one year or part thereof on same terms and conditions.

2. Bid Security/EMD:

2.1 The bidder shall furnish the bid EMD by Demand Draft/ Banker's cheque drawn in favour of "A.O. (Cash), BSNL, O/o GMTD BILASPUR" and payable at BILASPUR .It can also be deposited by means of FDR/Bank Guarantee from a Nationalized /scheduled bank drawn in favour of "A.O. (Cash), BSNL, O/o GMTD BILASPUR" which should be **valid for 18 months** from the tender opening date.

The MSME/NSIC units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

3. The tender document & all other documents establishing bidder's eligibility & qualifications are to be submitted as per online submission details given in tender document.

4. Rates to be quoted by the tenderer in the prescribed format**.**

5. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website with amendments as uploaded by department. In case of discrepancy of bid submitted from the one uploaded by department, the bid will be rejected and a case of fraud will be registered with police.

6. Place of opening of Tender bids: Tenders will be opened online at AGM (NP-CFA), BSNL 2nd floor O/o GMTD BSNL Near Agrasen Chowk Bilaspur495001 (Contact at 9425201666/ 9425534500).

7. A authorized representatives ofbidders (i.e. vendor organization) can attend the tender opening event at the tender opening venue as given above **.**

8. Tender bids received after due time & date will not be accepted.

9. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

10. The BSNL GMTD BILASPUR reserves the right to accept or reject any or all tender bids without assigning any reason and not bound to accept the lowest tender.

11. All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

12. In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

13. The tenders which are not submitted in above mentioned manner will be rejected.

14. Eligibility Conditions: **The self-attested copy of the following document should be enclosed.**

i) PAN Card (In case of Partnership / Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).

ii) Latest Income Tax Return

iii) The registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required).

iv) Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and Articles of Association in case of companies.

v) Original "**Power of Attorney"** in case a person other than the tenderer has signed the tender document or authorization certificate for signing the tender document from limited company/Govt./ PSU

vi. Experience certificate Firms having successfully completed similar works during last Seven financial year and current financial years upto the date of NIT,as follows:

i) Three similar successfully completed works costing not less than the amount equal to 40% of estimated cost put to tender.

OR

ii) Two similar successfully completed works costing not less than the amount equal to 60% of estimated cost put to tender.

OR

iii) One similar successfully completed works costing not less than the amount equal to 80% of estimated cost put to tender.

"Similar Works is defined as

Experience of UG cable construction work /UG cable Mtc. Work/OFC laying/OFC fault restoration work in DOT/BSNL/MTNL directly or through PSU'S authorized by DOT or PSU of Govt. of India or State Govt.

Experience certificate should be issued by officer not below the rank of DGM of BSNL/MTNL/DOT or similar certificate issued by competent authority of Central Gov./State Gov./Gov. undertaking/Semi Gov.

vii) Copy of valid EPF registration.

viii) Copy of ESI registration If not available at the time of bid submission enclose a declaration letter that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL. If the same is covered by any other policy of Govt. of India same may be considered for acceptance.

ix) Copy of Registration with Central Excise Department for service tax/GST registration

x) Turnover certificate issued by chartered accountant for average annual financial turnover during the last three years ,ending 31st March (i.e 2016-17,2017-18 and 2018-19) for not less than 30% of the estimated cost of the tender.

xi) Valid MSME/NSIC Certificate, if applicable.

xii) List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

xiii) Declaration regarding none of close relatives is employed in BSNL and declaration regarding not black listing of firm and undertaking regarding payment insulation, terms& condition are to be filled & signed specifically as per declaration I & II, payment insulation undertaking III & under taking IV available in tender document Section VI & VII&VIIA& VIIB.

xiv) Copy of labour license. / undertaking regarding submission of labour license within 15 days from the date of issue of form V

xv) Intending bidders should have nationalized/scheduled bank solvency of at least 40% of tender cost. Date of Solvency certificate should not be older than one year from the date of NIT.

xvi) Tenderer profile and Bid Form duly filled and signed

xvii) Undertaking/ declaration that bidder has uploaded scan copy of Bid Documents online through E-tender portal: (https://www.tenderwizard.com/BSNLKOL without any corrections and overwriting in original, duly seal & signed by bidder.

xviii) Bid security & Bid Cost as per NIT

Note :- In case of e-tendering, in case the bidder is unable to upload any of the documents listed above, he may submit the same physically. However EMD & cost of tender document will be submitted in original in physical form

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. **The GMTD BSNL BILASPUR** reserves the right to reject any or all tenders without assigning any reason what-so-ever.

Tender documents duly filled and singed
For details, please visit: www.chhattisgarh.bsnl.co.in

AGM (NP-CFA)

O/o General Manager Telecom

District – BILASPUR(C.G.)

SECTION-V
TENDERER'S PROFILE

General :

1. Name of the tenderer/firm : ----------
---

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

Shri/Smt. ……..

Photograph of Authorized Signatory to be affixed

(In case of Proprietary/Partnership firm, the tender has to be signed by Proprietor/Partner only, as the case may be)

3. Address of the firm :
---

4. Telegraphic Address :

5. Telephone No. (with STD code) : Off ---------- Fax ---------- Resi ---------- Mobile No----------

6. E mail Address for communication :----------

7. Registration and 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)

8. Name of Proprietor/Partner/director: ----------
---

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

10. Permanent Income Tax number: ----------
Income Tax circle----------

(Please attach a copy of lastest income tax return)

11. EPF & ESI no. ----------

12. GST registration no. ----------

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

Place:
Date:

Signature of tenderer/authorized signatory ----------
Name of tenderer ----------
Seal of the tenderer

Note:- **All information should be filled by the contractor.**

SECTION-VI

DECLARATION-I

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

Signature of Tenderer

Name of the Tenderer (Capacity in which signing)

Station:

Date:

Note :-The above certificate is to be signed by :
In case (i) Proprietorship firm - The proprietor (ii) Partnership firm - All partners
and (iii) Limited Company – All Directors of the Company

SECTION-VII

DECLARATION-II

I/We hereby declare that my/our firm has/have not been declared debarred for taking part in tender any where in the unit of BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by BSNL CG .

Signature of Tenderer

Name of the Tenderer (Capacity in which signing)

Station:

Date:

SECTION-VIIA

PAYMENT INSULATION UNDERTAKING-III

I/We undertake that I/We have sufficient capital resources to carry out operations and will make due payment to our firms labour / employees assigned to execution of the this tender of GMTD BSNL BILASPUR as per laws every month insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of Tenderer

Name of the Tenderer (Capacity in which signing)

Station:

Date:

SECTION VII B

UNDERTAKING & DECLARATION IV

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. **I/** We ……. have read, understood and agree with all the terms andconditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

3. No additions/alterations/deletions/corrections have been made in the downloaded Tender Document being submitted and it is identical to the tender document appearing on the Tender Portal.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the Advance Purchase Order/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

3. Black Listing : It is certified that our firm have /have not been black listed by any Govt. authorities /PUSs on account of any reason. However, if we fail to supply /fulfill the tender conditions, BSNL is free to take action /black list our firm.

Date: ……

Signature of Tenderer

Place: …… Name of Tenderer

……

Along with date & Seal

SECTIOIN-VIII -A
GENERAL TERMS &CONDITIONS
PART-I

1. DEFINITION

1.1. CHIEF GENERAL MANAGER:

Chief General Manager Telecom BSNL CG Raipur or any officer authorized by him on his behalf.

1.2. CONTRACTOR/TENDERER/SUPPLIER:

The individual or firm or company, whether incorporated or not, undertaking the works under this tender.

1.3. CONTRACT:

The formal agreement executed between General Manager Telecom District BSNL BILASPUR for and on behalf of Bharat Sanchar Nigam Limited and the contractor.

2. SIGNING & REJECTION OF BID:

The tender form should be filled legibly in blue ink in English or Hindi only. The Tenderer in token of acceptance should sign each page of the tender document. No erasures or overwriting are permitted. If any correction is to be made, the entry should be clearly scored out by a single line and encircled and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the tender. Any tender, which does not comply with this requirement, shall be rejected. All conditional or incomplete tenders will be rejected. **Any tendernot sealed with sealingwax/PVC tape will be rejected.**

3. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

3.1 Tender document(s) & price schedule in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

3.2 PAN Card (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).

3.4. Attested copy of Latest Income Tax Return

3.5. The registration of the firm as per NIT

3.6. Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and Articles of Association in case of companies.

3.7. Original "**Power of Attorney"** in case a person other than the tenderer has signed the tender document or authorization certificate for signing the tender document from limited company/Govt./ PSU.

3.8. Attested copy of Experience Certificate: As per NIT.

3.9. Attested copy of EPF valid registration,

3.10. Copy of ESI registration If not available at the time of bid submission enclose a declaration letter that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL. If the same is covered by any other policy of Govt. of India same may be considered for acceptance.

3.10 Attested copy of Copy of Registration with Central Excise Department for service tax/GST .

3.11. Labour license. / undertaking regarding as per NIT

3.12. Valid MSME/NSIC Certificate, if applicable.

3.13 Turnover certificate issued by chartered accountant for average annual financial turnover during the last three years ,ending 31st March (i.e 2016-17,2017-18,and 2018-19) for not less than 30% of the estimated cost of the tender

3.14. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.

3.15. Declaration regarding none of close relatives is employed in BSNL and declaration regarding not black listing of firm and undertaking regarding payment insulation, terms & condition are to be filled & signed specifically asper declaration I & II, payment insulation undertaking III and under taking IV available in tender document Section VI & VII&VIIA & VIIB.

3.16 Bid Security & Tender document cost in accordance with NIT.

3.17 Tenderer profile and Bid Form duly field and signed.

3.18 Bank Solvency as per NIT

4a.PAYMENT INSULATION UNDERTAKING:

The bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the labours / workers / working of this tender/ contract every month as per laws without linking it with payments from BSNL and carry out operations of tender without linking it with payments from BSNL. (It may be noted that BSNL makes payments twice a month based on status of submitted & passed invoices available with paying authority as per current policy).

4. REGISTRATION OF THE FIRM

Tenderer will be required to produce attested certificate of registration of the firm issued by any one of the Registrar of the firms, Municipal Corporation, Gumasta, Department of Labour, Department of Small Scale Industries, BSNL, MTNL, DOT, Central Govt., State Govt., Semi Govt. and Govt. undertakings or any competent office.

5. EARNEST MONEY DEPOSIT

Earnest Money Deposit will not earn any interest Earnest Money of unsuccessful bidder will be refunded after final acceptance of the tender and execution of the agreement with successful Tenderer. The earnest money shall be forfeited by The BSNL GMTD BILASPUR ; if (i) the Tenderer withdraws his tender before final acceptance (ii) the successful Tenderer fails to pay the security deposit or enter into the prescribed agreement with General Manager Telecom District BSNL BILASPUR.(iii)If the bidder submitted the false & forged certificate or documents

5.1. The earnest money deposit of successful Tenderer can be adjusted towards security deposit.

5.2. The earnest money will be deposited by bidder in favour of A. O. (Cash) BSNL office of General Manager Telecom District BSNL BILASPUR

5.3. The bid security of successful bidder will be refunded after completion of tender period and submission of NOC

5.4 The MSME bidders are exempted from payment of bid security:

a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
c) MSE unit is required to submit its monthly delivery schedule.
d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

6. SECURITY DEPOSITS

All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish security to the an amount equal to 10% within 15 days.

6.1. The successful Tenderer shall within 15(Fifteen) days of receipt of intimation of acceptance of this tender deposit security deposit of 10% of the value of work awarded, in Cash/FDR/DD/Bank guarantee of Nationalized Bank/Scheduled Bank in favour of Accounts Officer (Cash) O/o GMTD BSNL BILASPUR . The contractor will not be issued store costing more than material security or it will be enhanced accordingly. The proceed of material security will be payable to BILASPUR SSA for any loss due to contractors failure to handle properly the material issued to him.

6.2. Security deposit will not earn any interest for any period whatsoever. Security deposit will be returned within six month of the successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.

6.3. The bank guarantee furnished as security deposit should be valid for a period of not less than eighteen months from the date of agreement which will have to be renewed suitably if contract is extended. If required the period of validity can be decided by General Manager Telecom District BSNL BILASPUR for period considered being suitable for a particular tender.

6.4. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.

(a) **Performance security Deposit**:- The contractor shall permit the BILASPUR SSA to deduct @10% of claim as performance security deposit from each bills, which shall be payable to BILASPUR SSA for contractors failure to meet contract obligation.

(b) No interest is payable on security deposit/PSD/EMD for any period

(d) All security deposits are due to refund as per completion of all related liabilities for the deposit, and concerned statutory compliances.

7. PENALTY

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

a. 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 thecontractor and shall be reckoned* from *Seventh* day from *issue of work order* by *the BSNL BILASPUR.* Thework shall, throughout the stipulated period *of* contract, be proceeded with all due diligence to achieve the desired progress uniformly **if the work not started from 07 days to the delay point of date , penalty should be levied at the rate of 1 % of the value of the work order per day up to 07 days, subject to a maximum of 10 (ten) percent of the cost of the work awarded. If the work not completed in stipulated period of the work order, penalty mentioned as above are to be enforced**.

b. 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 BSNL GMTD BILASPUR office to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the BSNL Circle 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 BSNL GMTD BILASPUR and contractor.

c. 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.

d. 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 BSNL will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document All such payments shall be recovered from the contractor's pending bills or security deposit.

e. The BSNL reserves the right. Of cancel the contract and forfeit the security deposit If the contractor falls to commence the work within 15 days after issue of the work order.

7.2 Penalty for causing inconvenience to the Public:

a. 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 dose such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of cable laying by digging paved surfaces. In the event of contractor falling to comply with, these conditions, a penalty of recovery up to Rs. 300/- per day the trench is kept open beyond the time limit allowed may be imposed by the BSNL This penalty will be in addition to that payable for delay or slow work.

b. 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 with in 3 days of becoming empty, the BSNL is at liberty to dispose off the

drum in any manner 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 up to Rs. One thousand for each such default.

c. 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 BILASPUR shall be final and binding.

7.3 **Penalty for cutting/damaging the old cable:**

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

Size of existing cables cut/damaged Amount of penalty per cut/damage

Up to 100 pairs cable Rs. 500.00 (Five Hundred)

Up to 100 pairs & up to 400 pairs Rs.1000.00 (One thousand)
Above 400 pairs Rs.2000.00 (Two thousand)

Besides the above penalty, the contractor shall carry out such repairs for restoration of the damage cablefree 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.

7.3 Penalty to damage stores/materials Supplied by the department While laying :

a. The contractor while taking delivery of materials supplied by the BSNL at the designated place shallthoroughly inspect all items before taking them over. In case of execution of the work, if any material isfound damaged/working unsatisfactorily, then a penalty equivalent to the cost of material + 10 % as penaltyshall be recovered from the contractor's payments/securities.

b. In case of damage to PDF cables, while laying, the cost of number of pairs damaged (including layingcharges, transportation/storage charges) adding 10% as penalty shall be recovered from the contractor'sbills/securities. ..

c. However, contractor will not be penalized for any defect In workmanship of the materials, which shallbetaken up separately. with the supplier of the stores.

d. If the work is not completed in the time on the part of the contractor, the General Manager Telecom District BILASPUR will have the authority to get the work done by other agency at the cost of tenderer.

e. The General Manager Telecom District BILASPURwill also have the right to impose penalty and adjust thesame and any rebate granted to customer either through security deposit or preferably by deducting it from the any bills payable to the contractor.

8. WORKMANSHIP

In case of poor workmanship or if the work/supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work/supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the contractor, 15 days time will be given to the contractor to correct or complete the work/ supply failing which the work/supply can be got done by other means at the risk and cost of the contractor.

9. DEBARRING FROM PARTICIPATION

9.1. The contractor may be debarred from participating in all the future tenders of BSNL GMTD BILASPUR in the event of (i) failure of successful Tenderer to pay the security deposit or enter in to the prescribed agreement (ii) in the event of any breach of any terms and conditions of the contract.

9.2. Near relatives of the officials working in BSNL are debarred from participating in the tender. The Contractor in this regard must sign a declaration, in absence of which the tender will be rejected.

9.3 Such contractors who have the defaulted on earlier occasions in completion of contract due to reasons not attributed to BSNL , are liable to be debarred for participation or are liable to be evaluated as ineligible .

10. REASONABLENESS OF RATES

The rates quoted by the contractor must be unambiguous, reasonable and logical. The tender can be rejected on the basis of unreasonable and illogical rates.

11. NEGOTIATION/ COUNTER OFFER

The General Manager Telecom District BSNL BILASPUR reserves the right to negotiate/counter offer prices against prices quoted by any Tenderer subjected to compliance with CVC guidelines.

12. RATES SHOULD BE FIRM & VALID

The rates quoted should be firm and valid for any order that may be issued within the period of currency of the contract covering original and extended period if applicable.

13. DISPATCH OF NOTICE/ORDER

Any notice, order or other communication sought to be served or the contractor with reference to the contract shall, without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post or by telegram to the office of Tenderer at site or to the tenderer's head office, while any notice or order or communication by the tenderer to be served on BSNL with reference to contract shall be validly served if delivered by hand or through registered post to the office of AGM (NP-CFA)O/o GMTD BSNL BILASPUR for further disposal . The tenderer can be intimated through SMS & E Mail also which be valid communication.

14. ARBITRATION :- The details are also mentioned in clause 25 section IX

14.1. 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 referred to sole arbitration of the Chief General Manager CG Telecom Circle Raipur. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

14.2. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. The venue of the arbitration proceeding shall be the place decided by the arbitrator.

15. QUOTATION OF RATES IN FIGURE

The rate should be quoted in the enclosed sheet only. If there is any difference between the rates quoted in figures and words the rates quoted in words shall be taken as final. If there is any discrepancy between unit price and total price, unit price will prevail and total price will be corrected accordingly.

15.1 For the purpose of evaluation, the TEC will obtain the grand total by multiplying the rates quoted for different items with the approximate quantities mentioned for those items in the financial bid. The lowest grand total will be treated as L-1.

16. (A) EXECUTION OF AGREEMENT

The successful Tenderer will have to execute an agreement on a non judicial stamp paper of Rs. 100.00 (Rupees One hundred only), (The cost of stamp to be borne by the Tenderer) in the prescribed form to the effect that the Tenderer and General Manager Telecom District BSNL BILASPUR are bound by terms and conditions in the agreement which in turn will be the same terms and conditions as mentioned in tender document and final negotiation if any. The agreement duly stamped is to be registered, as per provisions of the registration Act in force at the cost of tenderer.

16 (B) ISSUE OF LETTER OF INTENT :

1 The issue of an LOI shall constitute the intention of the user to enter into contract with the bidder.

2 The bidder shall within 21 days from the date of issue of LOI, give his acceptance along with performance security in the form of Bank Guarantee & also the bidder has to sign an agreement with the user. If delayed the valid reason should be intimated.

3 Valid Registration with Central Labour Commission under Contract Labour Act 1970(R&A) (Attested copy),Or Undertaking to get it before commencement of work.

4 GMTD BSNL Bilaspur may grant extension of another 7 days on case to case basis based on merits as a special case. After the above mentioned period GMTD BSNL Bilaspur will not have any discretionary power to grant further extension. Hence the bid will be treated as cancelled and following further action will be taken.Non compliance by the bidder in executing the agreement within the stipulated time as specified in the Tender will result in debarring the bidder from participating in any of the Tender floated by GMTD BSNL Bilaspur for next one year. The bid security of the bidder will be forfeited. BSNL may award the work to any other bidder at the discretion of BSNL or call for new bids.

17. ATTEMPT TO INFLUENCE BY ANY MEANS

Any attempt to negotiate directly or indirectly by the tenderer with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or any attempt to influence by any means will disqualify the Tenderer and same will be summarily rejected and action to black list the Tenderer will be taken by the competent authority.

18. WAIVING OF MINOR INFIRMITY

The General Manager Telecom, District BSNLBILASPUR may waive any minor infirmity or nonconformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not affect the relative position of any tender.

19. SIGNING OF AGREEMENT ON BEHALF OF BSNL

AGM level officer of BILASPUR SSA sign the contract on behalf of General Manager Telecom, DistrictBSNL BILASPURand he will represent the BSNL with reference to contract.

20.i) PERIODICITY OF AGREEMENT

The agreement will be normally for one year and can be extended on discretion of the competent authority for one year or part of it . The period of agreement can be less than one year also which may be further extended on satisfactory performance. Extension will always be given on same rates and same terms and condition & of the tender. **Security Deposit shall be recovered from the billsfor additional quantum more than agreement value.**

20.ii)RIGHT TO VARY QUANTITIES

The quantities/Cost mentioned in the tender schedule are approximate and are subject to change. Any change limited to ± 25% of agreement cost effected shall be binding on the contractor as though included in the original tender schedule and any such change will not make the agreement void. The quantity can be further enhanced within powers of GMTD BILASPUR if competent authority so decides. Contractor will not be paid any amount if he/ she does work beyond approval accorded in writing.

21. INCLUSION OF TAX IN QUOTED RATES

The quoted price must include all taxes/levies of central/State Govt. but exclusive of GST which will be paid extra as applicable from time to time.

22. PAYMENT BY CHEQUE /RTGS/ECS

Account payee cheque/RTGS/ECS for amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount unless the bills are pre-receipted.

23. DEDUCTION OF TAX ON SOURCE

Income Tax and Commercial Tax from the bill which has been passed will be deducted as tax at source under relevant Government Rules. However if any new legislation comes into the effect for deduction of tax at source, the deduction will be made under that legislation. Necessary income tax deduction certificate will be issued as per law.

24. RECOVERY OF OVER PAYMENT

During audit or internal check if any over payment is noticed, the same can be recovered from the contractor.

25. SET OFF

Any sum of money due and payable to the contractor (including security deposit) under this contract may be appropriated by the BSNL and set off against any claim of the BSNL for the payment of a sum of money arising out of or under any other contract made by the contractor with the BSNL against any dues of the BSNL.

26. VALIDITY OF CORRESPONDANCE

All the correspondence between the contractor and the BSNL will be valid only if these are duly signed, stamped and acknowledged or in the manner mentioned elsewhere in the document.

27. SUBMISSION OF BIDS

Method of preparation of bid:

27.1 No. of Bid Submission Stages for tender : Single Stage.

27.2 No. of Envelopes for submission of Bids : Two Nos- Techno commercial & Financial. If Techo-commercial bid is found suitable, then only the Financial bid will be opened.

Note 1 The bidder shall submit Techno-commercial & Financial bid simultaneously.

Note 2 The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened

First envelope will be named as techno-commercial bid will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial bid containing financial quote. These envelopes shall contain one set of the following documents:-

Techno-commercial envelope shall contain:-

27.3 The self attested copy of the following document should be enclosed during on line submission

i. PAN Card (In case of Partnership / Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).
ii. Latest Income Tax Return
iii. The registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour or competent office in case of Proprietary firm & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required).
iv. Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and Articles of Association in case of companies.
v. Original "**Power of Attorney"** in case a person other than the tenderer has signed the tender document or authorization certificate for signing the tender document from limited company/Govt./ PSU
vi. Experience certificate Firms having successfully completed similar works during last Seven financial year and current financial years upto the date of NIT,as follows:

i) Three similar successfully completed works costing not less than the amount equal to 40% of estimated cost put to tender.

OR

ii) Two similar successfully completed works costing not less than the amount equal to 60% of estimated cost put to tender.

OR

iii) One similar successfully completed works costing not less than the amount equal to 80% of estimated cost put to tender.

"Similar Works is defined as

a) Experience of UG cable construction work /UG cable Mtc. Work/OFC laying/OFC fault restoration work in DOT/BSNL/MTNL directly or through PSU'S authorized by DOT or PSU of Govt. of India or State Govt.
b) Experience certificate should be issued by officer not below the rank of DGM of BSNL/MTNL/DOT or similar certificate issued by competent authority of Central Gov./State Gov./Gov. undertaking/Semi Gov

vii Copy of valid EPF registration

viii Copy of ESI registration If not available at the time of bid submission enclose a declaration letter that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL. If the same is covered by any other policy of Govt. of India same may be considered for acceptance.

ix Copy of Registration with Central Excise Department for service tax/GST registration

x. Turnover certificate issued by chartered accountant for average annual financial turnover during the last three years ,ending 31st March (i.e 2016-17,2017-18,and 2018-19) for not less than 30% of the estimated cost of the tender.
xi. Valid MSME/NSIC Certificate, if applicable.
xii. List of all Partner/Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence if applicable.
xiii. Declaration regarding none of close relatives is employed in BSNL and declaration regarding not black listing of firm and undertaking regarding payment insulation, terms& condition are to be filled & signed specifically as per declaration I & II & payment insulation undertaking III, IV available in tender document Section VI & VII&VIIA& VIIB.
xiv. Valid Registration with Central Labour Commission under Contract Labour Act 1970 Or Under taking to get it before commencement of work.

xv Bank solvency as per NIT

xvi. Tenderer profile and Bid Form duly field and signed

xvii. Undertaking/ declaration that bidder has uploaded scan copy of Bid Documents online through E-tender portal: (https://www.tenderwizard.com/BSNLKOL without any corrections and overwriting in original, duly seal & signed by bidder.

xviii. Bid security & Bid Cost

28 **Financial envelope** shall contain: Electronic Form- financial bid along with Price Schedule

Note 3:- The following documents are required to be submittedoffline to AGM (NP-CFA),BSNL, 2nd floor Near Agrasen ChowkBILASPUR495001(C.G.), on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)

i) EMD – Bid security (original copy) as per DNIT
ii) Cost of tender document as per DNIT
iii) Power of Attorney and authorization for executing the power of Attorney if applicable.

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

30 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 condition will be permitted after the tender is opened.

31 Tenders should be addressed to AGM (NP-CFA), BSNL, 2nd floor Near Agrasen Chowk BILASPUR 495001(C.G.) and submitted online before the closing (date & Time) of tender, as mentioned in DNIT. The tenderer is to be ensuring the submission bids at the correct address and within time. The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

32. LATE BID

Tender will not be received after the specified date and time of closing of the tender and the same shall be rejected and will be returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

33. OPENING OF BID BY THE BSNL

33.1. The BSNL shall open the bid in the presence of bidders or his authorized representatives who choose the attend, as per NIT details on due date. The bidder's representatives, 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.

33.2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

33.3. The bid shall be opened in the following manners:

33.3.1. The bid opening committee shall count the number of bids and assign serial number 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.

33.3.2. The envelopes containing the tender offer and not properly sealed, as required vide Para 27 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.

33.3.3. First the outer envelope containing the three envelopes be opened. The bid opening committee shall initial on all these envelopes with date.

29.3.4. Among these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.

33.3.5. The bidder who have submitted the 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.

33.3.6. After recording of the "Qualifying Bid" the TOC will place all the Financials bids submitted by the bidder in an envelope and will seal it with a wax for keeping in safe custody.

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

33.3.8. The envelope marked "Financial Bid," will be opened only for qualified tenders in "Qualifying-bid".

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

33.3.10. After opening the "Financial Bid" the bidders 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.

33.3.11. 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.

34. Evaluation :- Bids will be evaluated on the basis of lowest overall cost (L1 cost) inclusive of all items , A bid that is most beneficial/ economical to BSNL will be the one, evaluated as most attractive and will befinally accepted.

34.1 For the purpose of evaluation, the TEC will obtain the grand total by multiplying the rates quoted for different items with the approximate quantities mentioned for those items in the financial bid. The lowest grand total will be treated as L-1.

35. ISSUE OF WORK ORDER

Work order will be issued by the D.E. level officer. Any delay in issue of work order will be the sole responsibility of the officers to suppose to submit the work order. Work order issue after observing all BSNL formalities and the various conditions of the tender. The work is most likely to be carried out within business area but on exigency contractor may be asked to do the tendered work anywhere within BILASPUR SSA at same rate.

36. ROUTING OF BILLS:- Bills will be settled as per payment terms detailed out in clause 16section IX

36.1. Bills must be routed through AGM/DE level officer . GMTD BILASPUR can change the procedure for processing of invoices to improve the system efficiency any time during extension of the contract agreement.

36.2. Bill should be produced on 5th of next month after the completion of the works of current month.

36.3. The following **documents should be submitted along with bills:**

a. Satisfactory report of work.

b. Challan copies of depositing the EPF & ESI.

c. Service Tax registration no./GST no. may be mentioned on bill & claim for service tax may be supported with copy of paid challan & certificate

d. Declaration "I am following the rules & condition of the EPF Act, 1952, ESI Scheme & Other labor law applicable from time to time".

e. Submit any other required information(s) from time to time.

f. Copy of attendance register and wage slip

36.4 Payment will be released subject to availability of cash/funds. Payment of wages shall not be linked with bills payment.

37. PROVISION OF EPF & ESI

37.1. The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and employees Provident fund Scheme 1952, in respect of labourers/employees engaged by the bidder for carrying out works. **The claim bill of contractor must accompany.**

(i) The list showing the details of laborer/ employees engaged.

(ii) Duration of their engagement.

(iii) The amount of wages paid to such labors/ employees for the duration in question.

(iv) Amount of EPF contributions (both employer's & employees contribution), paid to the EPF Authorities.

(v) Copies of Authenticated documents paid to EPF Authorities.

(vi) A declaration from the bidder regarding compliance of the conditions of EPF Act 1952 must be submitted along with the bill.

37.2. The contractor shall be required to comply the provision of ESI & EPF, payment of wages act, contractor labor regulation act, payment of bonus act, payment of gratuity act and service tax/GST regulation.

38. General policy of distribution =

(a) Number of Bidders on whom proposed quantity of Distribution the order is proposed to be placed is 1 (One) with 100% quantity.

(b) However, the GMTD BSNL BILASPUR reserves the right for the placement of order of entire tendered quantity in 60% & 40% ratio with L1 & L2 respectively at approved rate.

If L1 bidder fails at any stage of contract, the entire quantities of L1 (remaining balance) can be given to L2 @ approved L1 rate.

(c) In addition to above Work will be allotted to successful MSME/NSIC bidder(s) as per extant ruling of Govt of India.

39. All pages of bid document/ amendments/ corrigendum/addendum uploaded must be signed with seal by bidder or its authorized signatory.

40. NEAR-RELATIONSHIP CERTIFICATE:

40.1The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

40.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

40.3 **The near relatives for this purpose are defined as:-**

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

40**.4. The format of the certificate is given in Section VI.**

41. Successful bidder can be asked to undertake tendered work in any other SDCS of BILASPUR SSA at same rate if required.

42. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID

The General Manager Telecom District BSNL BILASPUR reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one month's notice in writing without assigning any reason.

43. Tender can be short closed before due time as per agreement by BSNL due to any technology change/administrative or business reason/ umbrella contract finalized and implemented by higher authority or office without any kind of claim by contractor.

44.SECTION-VIII-B
E-tendering Instructions to Bidders

Note :-The instructions given below are ITI e-tender portal. E Portal address and the accordingreferences/clauses may be suitably modified in this section as applicable from time to time.

General : These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders'. Submission of Bidsonly through online process is mandatory for this Tender. For conducting electronic tendering, AGM (NP-CFA), BSNL 2nd Floor Near Agrasen Chowk BSNLBILASPUR O/o GMTD BILASPUR -495001 is using the portal (https://www.tenderwizard.com/BSNLKOLthrough ITI, a Government of India Undertaking.

1. Tender Bidding Methodology: Sealed Bid System – 'Single Stage, using two Envelopes called technocommercial and financial bids'

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from CCA
2. Register on ITI Portal
3. Create Users and assign roles on ITI
4. View Notice Inviting Tender (NIT) on ITI
5. Download Official Copy of Tender Documents from ITI
6. Bid-Submission on ITI : Prepare & arrange all document/paper for submission of bid online and offline.
7. Submission of offline documents in sealed envelope at AGM (NP-CFA), BSNL 2nd floor Near Agrasen ChowkBILASPUR O/o GMTD BILASPUR -495001 size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
8 Utmost care may be taken to name the files/documents to be uploaded on ITI.
9 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Financial bid may be downloaded and rates may be filled appropriately.

For participating in this tender online, the following instructions are to be read carefully.
These instructions are supplemented with more detailed guidelines on the relevant screens of the ITI.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Method for submission of bid documents

In this tender the bidder has to participate in ITI e-tender portal online. Some documents are to be submitted physically offline.

4.1. Offline submission:

The bidder shall submit the following documents offline AGM (NP-CFA), BSNL 2nd Floor Near Agrasen Chowk BSNLBILASPUR O/o GMTD BILASPUR -495001 on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Tender Fee as per NIT (Original copy).
2. EMD-Bid Security (Original copy).
3. Original Power of Attorney (If applicable)

NOTE: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

4.2 Online submission:As per clause 14 of section IV NIT

Contents of 1st Envelope (Techno-Commercial Bid) & 2nd Envelope (Financial Bid/ BoQ):-

Note:

(i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5. Registration

To use the Central Public Procurement Portal (https://www.tenderwizard.com/BSNLKOL, Vendor need to register on the portal. The vendor should visit the home-page of the portal (https://www.tenderwizard.com/BSNLKOL and go to the link then select Bidders Manual Kit.

Note: Please contact ITI Helpdesk (as given below), to get your registration accepted/activated. ITI Helpdesk/ ETS

Helpdesk
Telephone *033-22127600*
[between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos. *09674758722/ 09674758723*
E-mail ID *Helpline1tenderwizard@gmail.com*
Helpline3tenderwizard@gmail.com

BSNL Contact-1
BSNL's Contact Person Shri P.D. BECK AGM (NP-CFA)
Telephone/ Mobile 07752-223400, 9425201666
[between 10:30 hrs to 17:30 hrs on working days]
E-mail ID agmbsp.npcfa@gmail.com
BSNL Contact-2
BSNL's Contact Person Ashish ShrivastavSDE(Plg)

Telephone/ Mobile 0752-223470, 9425534500.
E-mail ID Ashishworld2000@gmail.com[between 10:30 hrs to 17:30 hrs on working days]

Note : Any support related mail problem should be sent to ets_support@ITI-india.com and mark copy to support@electronictender.com.

6. Price schedule / BOQ

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

1. Down load price schedule / BOQ part A in XLS format and price schedule / BOQ part B in PDF Format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white back ground Cells. Don't fill in grey back ground cells.
3. BOQ file part A is password protected XLS file. Don't unprotect the file. Price has to be filled in the Same file and the same has to be uploaded.
   Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

5. Download price schedule / BOQ part B in PDF format. Get it printed, fill up required information. Scan it and save in your computer for uploading it while submitting the bid.

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (https://www.tenderwizard.com/BSNLKOL and go to the registered me link. A vender registration page will be opened and their all required information regarding bidder online registration process mentioned read carefully and registered himself

7.1. The bidders intending to participate in e-bidding process shall have to register with BSNL authorized e-Tendering agency namely M/s ITI Limited through their website www.tenderwizard.com and selecting BSNL from their home page.

7.2. Bidder shall have to pay Rs 3200 plus service tax/GST through electronic transfer as one time annual registration fee for participating any e-bid published by BSNL through ITI.

7.3. On registration with ITI bidder shall be provided access to ITI e-Tender web portal for accessing and down loading and uploading bid document. It may please be noted that bidder can access and down load bid document but cannot participate in tendering process without registering themselves with ITI e-tender portal.

7.4. For participating in e-Tendering process bidder shall access e-tender document uploaded on the portal and pay requisite tender processing fee as defined for each tender as designated window in the portal. Normally e-tender processing fee is 0.04% of estimated cost of each block in tender subject to minimum Rs 500 and maximum Rs 5000 plus GST (as applicable).

8. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

Note: For Participating in this Tender the bidder must be registered with ITI.

SECTION IX

GENERAL TERMS & CONDITIONS (FOR WORK ITEMS)
PART-II

1. DEFINITIONS

1.1. ENGINEER-IN-CHARGE

The Divisional Engineer of BSNL who shall supervise and shall be in charge of the work at any time.

2. SITE ENGINEER

Sub Divisional Engineer or Sub Divisional Officer or Junior Telecom Officer who may be placed by the Engineer-in-charge as in charge of the work at site at any particular period of time.

3 (A) ISSUE OF WORK ORDER

31.1The work order shall be issued so as to include all items of works of one or more primary cable(s) in large exchange systems (MDF to pillar and/or pillar to DPs) or for entire exchange area in case of small and medium exchanges. The idea behind issuing work orders in this way is to ensure that the network becomes ready from MDF to Pillar and/or Pillar to DPs for release of connections on completion of works entrusted against the work order. This makes it possible for ensuring end-to-end testing of cable pairs. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time. If there is a trench common to number of primary cables works, which are to be given indifferent work orders, the common trench may be given in one work order and in other work orders only laying of cables in that common trench - and other works shall be mentioned. The work shall be taken up in such a way that cable are available from MDF to Pillar or Pillar to DP in a shortest possible time.

31.2 **The work orders shall be issued by the Divisional Engineer in-charge** after examining thetechnical and planning details of the works to be executed. Necessary detail estimate should be thoroughly checked for provisioning of stores, cash before issuance of work order.

31.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager / or not below the rank of D.G.M.

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

31.5 The BILASPUR SSA/GMTD 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 rate.

(B) Extension of time

General

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
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.
3. **Application for Extension-of the Time and Sanction of Extension of Time (EOT):** There maybe some hindrances, other than covered under force majeure, while execution of work and In such cases the contractor shall apply in writing in the presa1bed Form (Part-A) to the engineer- in-charge for extension of time (EOT), on account of whim he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of cable construction work) with his detailed –report and photocopy of the hindrance register, in the prescribed Form (Part-B)
   within three days of receipt of request from the contractor. 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.
4. The application contains the ground(s), which hindered the contractor in execution of Work.:-The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reason able. The competent authority shall consider the request keeping all the facts and circumstances in view arid shall

grant extension of time, if in his opinion, there are reasonable and sufficient ground for granting such extension and the reasons for delay are not ascribable to the contractor.

5. The competent authority may also grant extension of time for completion of work in cases where reasons for

delay are ascribable the contractor, but such extension of time shall be with LD charges as per cause 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.

6. 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. 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.

8. **Grant of Extension of Time without Applications:** There are, at times, practical difficulties likenon-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. BSNL will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

3-(C:)- MEASUREMENT. INSPECTION. TESTING AND ACCEPTANCE TESTING:

Measurement:

1. The measurement books are to be maintained by the officer in-charge of the work or his immediate

engineering subordinate not below the rank of Junior Telecom Officer. The entry shall be made in ink; No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned .Responsibility of taking and recording measurements: The measurement of various items of work shall betaken and recorded in the measurement book issued with each work order. The measurement shall be taken and reorder 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 aurally of *100%* of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of 5*0%* of measurements. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.

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

2. **Method of measurements:** The measurements of the work shall be done for activity-wise as andwhen the item of work is ready for measurement. The methods of measurement of various items are enumerated asunder:

* Measurement of depth of trenches

The cable routes of one work order shall be divided into a number of segments each of maximum100 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 100 meters. One segment shall cover only one type of trench. The measurement of depth shall be recorded at each point of measurement (POM) in them measurement book in meters up to two decimal points. For example, 97 cms. depth shall be recorded as0.97 m. The points of measurements shall be at a distance of 10 meters starting from 0 (zero) Meter. For example, if the length of segment is 75 meters, the POMs shall be at 0 M, 10 M, 20 M, 30 M, 40 M, 50 M, 60M, 7O M. The last POM shall be at *75th* M to be recorded against residual POM. For each segment average depth shall be worked out by dividing the total depth by number of POMs. The measurements of depth shall be recorded in measurement book. The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to en courage the Contractor to achieve best possible depth in the face of site constraints, the following scale of payment

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

Depth between Rate applicable as % of approved rates.(100 cm nominal deth)

80 Cms to 89 Cms Proportionate of approved rate. 70
Cms to 79 Cms 65 % of approved rates
60 Cms to 69 Cms. 50 % of approved rates 50
Cms. to 59 Cms. 40 % of approved rates. 40
Cms. to 49 Cms. 30 % of approved rates 30
Cms. to 39 Cms. 20 % of approved rates 20
Cms. to 29 Cms. NIL
10 Cms. to 19 Cms. NIL
Below 10 Cms. NIL
(30 cm nominal depth)
20 Cms. to 29 Cms. Proportionate of approved rate
10 Cms. to 19 Cms. 65% of approved rate
Below 10 Cms. NIL

3. Measurement of Lengths and profiles of strata and protection. The measurements of length of trenches are on running meter basis for particular category of surface strata viz. non-surfaced strata and surfaced strata irrespective of type of soil encountered while digging. .The length of trenches dug in different strata in a segment shall be measured and recorded Item Code-wise in the measurement book. The segment length from POMs and total of Item code-wise length should match. .The type of protection provided (item code wise) in a segment shall be recorded in them measurement book in the sheet provided for this purpose.* Measurement of length of cable: The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring Tape. The length should be cross-verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.* Measurement of other items: The measurement/numerical details of other items shall be recorded in the sheets provided for respective items viz> Erection, Termination, Painting and Sign Writing of D.Ps.> Construction of Plinths and Erection, Paining and Sign Writing of Pillars.> Termination of Cables on MDF and Pillars (Primary Cables)

4. The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to countersign or to record the difference with in a week, than in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
5. The Divisional Engineer before passing the bill for sections covered by each set of measurement may carryout 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 thecable laying work. Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe *I*duct through which the cable has been pulled and not the total length of the cable pulled through pipe *I* duct.

3-D :- Inspection, and Quality Control:

1. The Quality of Works: The importance of quality of U.G. cable Construction works cannot be overemphasized. The quality of Telecom Service largely depends on the quality of external Plant of which U.G. cable Component covers the major portion. The U.G. cables are vulnerable to damages due to work of other agencies.
2. The quality of U.G. cable Plant depends upon the quality of individual items of work involved viz Depth of Cables laid, while laying, Protection, Jointing of Cables and Termination on MDF, Pillars & DPs. and at last but not the least on documentation of cable network. 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.

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 clown. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A/T Wing for Acceptance and Testing.
4. 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.
5. Site Order Book: The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by officers as well as contractors will form as basis for operation of many contractual causes. The contractor shall remove all the defects pointed out by the BSNL in the Site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.
6. 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).

3-E:- **Testing and Acceptance Testing: (if applicable)**

1 The work shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A. T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

2. **Scope of Acceptance and Testing(If applicable) :-** The purpose of acceptance and. testing is to verify integrity ofmeasurement 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 measurements recorded by the officer responsible for recording them measurements, 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 them measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A. T. Officer without any additional cost to the BSNL .
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 work of a primary cable from MDF to Pillar or work of distribution cable from Pillar to DPs. are completed in all respects. The work against any work order can be offered for A. T. in a number of such stages.
4. The contractor shall provide labour, if demanded by the AT officer for digging of test pits and other necessary infrastructure for carrying out the AT work. No extra payment will be made for the digging of test pit.

3_F :-**WARRANTY:**

1. The contractor shall warrant that the material supplied for the work shall be-new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full Conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the 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 months after the acceptance testing.

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

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 fivetimes**

of the approved rate of the jointing work plus the cost of materials used shall be recovered fromthe contractor from his pending bill/So or any amount due to him without prejudice to any other action as per terms and conditions of the tender. The cost of jointing kit, supplied by the BSNL BILASPUR, 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.

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

3-G:- **AUDIT AND TECHNICAL EXAMINATION:**

1) BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have overpaid in respect of any work done by 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 overpayment 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.

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 BSNL or his subordinate officer.

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.

4. ISSUE OF NOTICES

BSNLs representative at work site shall be the site engineer or such other representative as the Engineer-in-charge may from time to time designate in writing. Notice given in writing by the contractor or by his representative to the site engineer shall be deemed to be notice given to the BSNL. Notice given in writing by the site Engineer to contractor or his representative shall be deemed to be the notice given by the BSNL to the contractor. This also include mode of communication mentioned else where in tender document.

5. REPRESENTATIVE OF CONTRACTOR

The contractor shall have at each site a superintendent, being authorized to represent to contractor. The contractor shall within ten days after execution of the agreement notify the BSNL the names and addresses, Phone No mobile no & email address of the superintendent along with the specimen signatures who will be representative of contractor.

6. JUGDE OF THE QUALITY OF WORK

The Exchange-in-charge shall be the final judge of the quality of work however contractor has to abide by acceptance testing procedure as per instructions .

7. WORKMANSHIP

In addition to any and all other guarantee and warrantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor within a period of one month after the written final acceptance of the work by the BSNL.

8. COMPREHENSIVE INSURANCE BY CONTRACTOR

The contractor must keep comprehensive insurance including third party risk for the plant, machinery, and material etc, brought to the site and for all the work during execution. The contractor shall also take out workmen compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and charges and expenses that may arise in the course of execution of the contract.

9. OBSERVATION OF RULES & RAGULATIONS

During the performance of works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by laws, rules, regulations, order or provisions made or promulgated or deemed to be made or promulgated by any government, governmental agency or BSNL, municipal board, government or other regulatory body of persons.

10. PAYMENT OF WAGES BY CONTRACTOR

The contractor shall comply with all provisions of the 'payment of wages Act 1936', minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial, Disputes Act 1947, Maternity benefit Act 1961 and the Contractor Labour (Regulation and abolition) Act 1970 or

the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

11. LABOUR LICENCE

11.1. Subject to provisions of contract labour (R & A) Act 1970 and contract labour Rules 1971 as amended time to time, contractor shall register himself after receipt of letter of acceptance of the tender with concerned licensing authority as per contract labour (R & A) Act 1970 and contract labour rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of license from concerned licensing authority and continue to have valid license until completion of work.

11.2. The contractor has to submit attested copy of labour license issued to him wherever applicable as per labour laws within one month of agreement.

12. DISMISSAL DUE TO INCOMPETENCY OR MISCONDUCT

The Engineer-in-charge may require the contractor to dismiss or remove from the site of work any person or persons employed by the contractor who may be incompetent or due to misconduct and contractor shall forthwith comply with such requirements.

13. OBLIGATION OF THE ENGINEER INCHARGE

The obligations of the Exchange-in-charge or his authorized representative of the BSNL towards the contractors are generalized as under:

a. To provide permits of right of user easements within fifteen days of issue of work order.

b. To supply instructions in writing to commence carries out and completes the work as per time schedule or extended time schedule when the Occasion warrants.

c. To measure the work done and other work connects thereof.

14a. REPAIR OF DAMAGES (PENALTY)

Any damage incurred during preparation for and the contractor shall promptly repair actual performance of works without cost to the BSNL. If the contractor fails to repair the damage promptly then if the BSNL needed may get it repaired through other agency at the cost of contractor. In addition to this the BSNL may impose a penalty up to 10% of the value of work order.

14. REVISION OR MODIFICATION

It will be in the discretion of the GMTD BSNL BILASPUR to revise or modify or extend the time limits specified for the work awarded to the contractor.

15. NON ENTITELMENT OF INCIDENTAL CHARGES

The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangement at his own cost for the storage at site and transportation of all such material to actual work spot and for returning the surplus and unused material to the designated place after completion or termination/determination of contracted work.

16. PAYMENT TERMS:

Procedure for Preparation and settlement of bills: The work order shall contain work of one ormore primary cables and/or distribution cable works of one or more pillars. As stated earlier the work has to be organized in such a way so that the cables are available for release of connections at the earliest and in line with this thinking the contractor should carry out the works in a systematic, manner either of a primary cable or a number of primary cables on the same route or distribution cables of a pillar in one stretch. All items of work involved in this unit of work (MDF to Pillar and Pillar to DPs) shall be completed in all receipted before preferring the bills for the work. The provision of running bill has been made to make it easy for the contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time. The procedure for preparation of running
and final bills is enumerated as under:

a. **Procedure for preparation, processing and payment of running bills:** The contractor shallprepare the running bills in triplicate ensuring execution of part work in it completeness as envisaged above, correctness of rates and quantum of work and submit the bills to S.D.E. in-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book and after acceptance and testing of all the items involved in the work. The contractor should submit the running bill within 10 days of acceptance and testing. The S.D.E. in-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the S.D.E. to ensure whether the defects pointed during execution have been rectified or not. The S.D.E. in-charge of work shall scrutinize the bills and accord necessary certificates and submit the running bills with the documents as mentioned below to the Divisional Engineer, in-charge of work.:-

First copy of bill with first copies' of measurement sheets of measurement book and AT reports if required (Payable Copy).

Second copy of bill with second copies of measurement sheets of measurement book and AT reports if required (Not for Payment).

Third copy of the bill with photocopies of measurement sheets and AT reports if required (Not for Payment).

Copy of attendance register & wage slip must be submitted with bill along with statement and payment details to workers to their bank account.

Copies of authenticated documents of payments of EPF/ESI contribution should be attached along with the bill.
Service tax may be added as per applicable rates in each running bills. Service tax/GST no. is to be printed on top of the bills. Service tax payment challan should be attached along with bill

b) Bill Certification: - Controlling officer who have issue the work order have to certify the bill following:
   i. Work order issued w/r/t FAT no. valid for the period …….
   ii. No. of worker shown in the wages sheet actually engaged for the month and wages paid as per min wage act shown in wage sheet and also payment made to individual bank account as per statement.
   iii. No loss/theft effort during the period
   iv. Self attested copy of EPF/ESI has attached with the bill
   v. Sels attested copy of GST challan attached with the bill
   vi. Certificate must be countersigned by the controlling DE
   vii. Proof of payment through NFTE/RTGS

C. 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 Works Section of Planning Cell for processing of bills and release of payment.

D. The work section of Planning Cell shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-a-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bill. Against any running bill, payment to the extent of only 90% shall be made which shall be treated as an. advance to the contractor. 10% of the bill amount towards Performance Security Deposit. Statutory taxes (Income Tax etc.) applicable to contract shall be deducted at the time of payment from each running bill. Account payee cheque for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contract's ledger by Work Section of the Planning Cell.

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

F. Procedure for preparation, processing and payment of final bill: The contractor shall prepare the final bill intriplicate after acceptance and testing of all the works and submit the same to S.D.E. in charge of work within45 days of acceptance and testing and payment shall be made within three months if the amount of the contract is up to Rs two lacs and in six months if the same exceed Rs. two lacs.The final bill shall be prepared all the measurements of all items involved in execution of laying work details. The contractor shall prepare the final bill containing the following details.
   a. The bill for all the quantities as per Measurements at the approved rates.
   b. Adjustment of amount paid against running bills
   c. Adjustment of performance security deposit and statutory taxes already recovered.
   d. Store reconciliation statement furnishing account of stores received against the Work order and returned to the designated Store as surplus with requisite verifications from store in-charge/S.D.E. in-charge ofwork.
   e. Letters of grant of E.O.T(s). if work could not be completed within stipulated time.
   f. Six sets of bound documentation
   g. A/T report.(if required)

G. The S.D.E. in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The S.D.E. shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T officer).

H :-The S.D.E. in-charge of work shall submit the final bills, along with other documents mentioned above, with the documents as mentioned hereunder to the Divisional Engineer, in-charge of work. .

* Bill prepared by the contractor.

* Material reconciliation statement. *
Measurement Book.

* A/T Certificates.(if required)

* The site order Book.

* The hindrance register.

* 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 of which needs to be recovered from the bill.

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

I:- The work section of Planning Cell shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-a-vis work order issued, sanctioned provisions in the estimate etc. The Works Section shall scrutinize the bill who recover all the liabilities of the contractor and statutory taxes besides 7.5% payments against security deposit other than service tax. The bill shall be passed, after necessary scrutiny by Works Section, by the *officer* competent to pass the final bill.

J_ Procedure for Payment for sub standard works:

1. The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work are unsound or of a quality. inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there *is* a complaint.
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 Incharge 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 there contractor falls to rectify/replace/remove the sub standard items, the defects shall be. Got rectified/replaced/removed BSNL all or through some other agency at the risk and cost of the contractor.
3. Non-reporting of the sub standard work In time on the part of Construction *Officer* (s)shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved *of* the responsibility for sub standard work and associated liabilities.
4. Authority and Procedure to ac.c2pt 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* S.S.A., the items in question will not materially deteriorate the quality *of* service provided by the construction, the head *of* S.S.A. 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 incharge of Cable Construction involving sub standard items *of* work, as "chairman and one S.D.E. (Planning) and an Accounts Officer as members. The, committee shall take into account the approximate cost of material/work pointed out as sub standard' and recommend the rates payable for sub standard work which shall not exceed 60% of the approved rates of the item in question.

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

18. a)PAYMENT OF MINIMUM WAGES

The contractor has to ensure the payment of minimum wages to each of the Labour deployed. In case of any complaint regarding the same, amount will be deducted from bills/security deposit of the contractor.

18 b) . The contractor should ensure that the payment to their workers shall be made through account payee checque or on-line NEFT and records made available to BSNL.

19. PROVISION OF EPF

19.1. The contractor shall be required to have registration in EPF department and they shall fulfill/compliance the provisions of EPF and Misc Provisions of Act 1952 and Employees Scheme 1952.

19.2. **Each claim bill of contractors must accompany** the (i) list showing the details of laborers/employees engaged, (ii) duration of their engagement, (iii) the amount of wages paid to such laborers/employees for the duration in question, (iv) amount of EPF contributions

(both employers and employees contribution) for the duration of engagement in question, paid to the EPF Authorities, (v) copies of authenticated documents of payments of such contribution of EPF authorities and (vi) a declaration from the contractors regarding compliance of the conditions of the EPF Act,1952.

19.3. The contractor shall be required to comply the provision of ESI & EPF, payment of wages act, contractor Labor regulation act, payment of bonus act, payment of gratuity act and service tax regulation.
Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.

20. Service Tax /GST Registration

The contractor has to submit the registration of the service tax. Otherwise no bill will be initiated for payment till the submission of service tax/GST registration.

21 FALL CLAUSE

The rate charged for the services under the Contract by the Contractor shall no event exceed the lowest price at which the Contractor work of identical description to any person (S)/organizations (S) including the BSNL or any BSNL of the Central Government or any Deportment of a State Government or any statutory undertaking of the Central or a State Government, as the case may be during the period till performance of all Orders placed during the currency of Rate Contract is completed.

If at any time during the period of contract (within scheduled services period of during extension)

a) Any vendor reduces the rates of services price, or similar service to any person or organization including BSNL of Central/ State Government or any Central/State PUS at a price lower than the price chargeable under the contract, he shall forthwith notify the price and date of such reduction to the BSNL, OR
b) It comes to the notice of BSNL regarding reduction of price for the similar service, OR
c) The price received in a new tender for the same or the similar equipment are less than the prices chargeable under the contract.

The BSNL will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc, and the date of its effect for the balance service to the vender. The BSNL will also recover any excess amount already paid/payable to the vendor. In case the vendor does not accept the new price and the date of its effect, the BSNL shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and BSNL reserves the right to BSNL the balance unsupplied service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

22. **FORCEMAJEURE**:

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

If the contractor fails to perform any other obligation (s) under the contract and provided also that if the contract is terminated under this clause, the contract awarder be at liberty to take over from the contractor at a rate to be fixed by the contract awarder which shall be final.

23. Rescission/Termination of contract

1. **Circumstances for rescission of contract:** Under the following conditions the competent authority mayrescind 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.

d. Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under: Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative .who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement,. The measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorised shall be final and no further request for joint measurement shall be entertained. '

e. The unused material (Supplied by the BSNL) available at site, shall be transported back by the BSNL to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents, *ibid*

f. The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2, L3---) at their quoted rates OR BSNL shall get' the unexecuted work completed through any other contractor approved in circle for similar

work , as is convenient or expedient to the BSNL at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor toward any inconvenience/loss that he may be subjected to as a result or' such an action by the BSNL. In this regard the decision of (the Circle Head) shall be final and binding. In all these cases, expenses whim may be incurred in excess of the sum whim would have been paid to the original contractor if the whole work had been executed by him shall be borne, and paid by the original contractor and shall be deducted from any money due to him by: the BSNL under the contract or any other account whatsoever anywhere in the BSNL CG or from a security deposit.

g. The certificate of the Divisional Engineer in-d1arge 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.

2. Termination for Insolvency: The BSNL may at any time terminate the Contract by giving written notice tothe 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 as accrued or will accrue thereafter to the BSNL .

3. Optional Termination bv BSNL (Other than due default of the Contractor):

1) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract: prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, anad1inery and other equipment for use In or in respect of the work.
2) In the event of the termination of the contract, the contractor shall forthwith dear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct.
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.

1. DISPOSAL OF EMPTY CABLE DRUMS:

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

3. Rates fixed for various types *of* empty cable drums are given in Tender Document (Qualifying Bid). The rates are fixed and there is no percentage above or below applicable on these rates.

4. The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number and types *of* cable drums in the bill so that the amount is deducted from the bills due.

5. The contractor shall not be allowed to dump the empty cable drums in Govt/ public place, which may cause inconvenience to Govt/Public. If the contractor does not dispose off the empty cable drums with in 3 *days* of becoming empty, 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 BSNL) from the bill/ security deposit/ any other amount due to the contractor.

24. INDEMNITIES:

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.
2) The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a

Claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

25. ARBITRATION:

1) In the event of any question, dispute or difference arising under this agreement or In connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, (CG Circle) 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 (CG Circle) or by whatever designation such officers may be called

(hereinafter referred to as the said officer) and if the Chief General Manager, (CG Circle) 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 whim 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 officer or being unable to ad for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at whim it was left out by his predecessors.

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.

3) The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Chhattisgarh Circle or such other Places as the arbitrator may decide. The Following procedure shall be followed:

4) In case parties are unable to arrive a settlement by themselves, the dispute should be submitted or arbitration, In accordance with contract agreement

5) There should not be a joint submission with the contractor to the sole Arbitrator. Each party should submit its own claim severally and may oppose the claim put forward by the other party. The onus of establishing his claims will be left to the contractor. Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed. The "points of defence" will be based on actual conditions of the contract. Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual. The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense". If, the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

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

26. MODIFICATIONS AND WITHDRAWL OF BIDS:

26.1 The bidder may modify, revise or withdraw his bid after submission prior to Dead line prescribed for submission of bid.

26.2 The bidder’s modification, revision or withdrawal shall have to be online and Digitally authenticated as per clause

26.3 Subject to clause no bid shall be modified subsequent to the deadline For submission of bids.

27. OPENING OF BIDS BY THE BSNL:

27.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in NIT on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

27.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

27.3Name of envelopes to be opened & information to be read out by Bid Opening Committee

27.4 (i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids.Thereafter the CET will evaluate Techno-commercial bids &

the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of Techno-commercial bid opening:-

a) Name of the Bidder

b) DD for Tender FEE

c) EMD amount & validity and acceptability

d) Information in respect of eligibility of the bidder.

e. Details of bid modification/ withdrawal, if applicable

(iii) The following information should be read out at the time of Financial bid opening:-

a) Name of the Bidder

b) Prices quoted in the bid

27.5 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

28. A. 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.

29. PRELIMINARY EVALUATION :

29.1 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.
29.2 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.
29.3 Prior to the detailed evaluation, pursuant to NIT, 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 to extrinsic evidence except clarification sought by TEC
29.4 A bid, determined as substantially non responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
29.5 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.
29.6 FOR THE PURPOSE OF EVALUATION, THE TEC WILL OBTAIN THE GRAND TOTAL BY MULTIPLYING THE RATES QUOTED FOR DIFFERENT ITEMS WITH THE APPROXIMATE QUANTITIES MENTIONED FOR THOSE ITEMS IN THE FINANCIAL BID. THE LOWEST GRAND TOTAL WILL BE TREATED AS L-1.
29.7 Validity: -ONE YEAR FROM THE DATE OF AGREEMENT, WHICH MAY BE EXTENDED FOR FURTHER ONE YEAR OR A PART THERE OF AS PER REQUIREMENT WITHOUT ANY CHANGE IN THE RATES & OTHER TERMS AND CONDITIONS.

30. ANNULMENT OF AWARD: Failure of the successful bidder to comply with the requirement of 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.

31. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's condition, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award of contract , then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealings with the bidder. In case contract has already been awarded to the bidder , then PBS/SD would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning the business dealing with defaulting bidder.

32. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's condition, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award of contract , then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealings with the bidder. In case contract has already been awarded to the bidder , then PBS/SD would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning the business dealing with defaulting bidder.

33. Court Jurisdiction:
33.1 Any dispute arising out of the tender/bid document/evaluation of bids/issue of WO shall be subjected to the jurisdiction of the competent court of Chhattisgarh.
33.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the contract/PO entered with him shall be subject to the jurisdiction of the competent court at Chhattisgarh.

SECTIOIN-X

SPECIFIC TERMS AND CONDITIONS

GENERAL : The work shall be accepted only after Acceptance Testing carried out by BSNL team,designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.(if required)

1) 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.

2) The BSNL reserves the right to black list a bidder for a suitable period In case he falls to honour his bid without sufficient grounds.
3) The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
4) 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.
   .
   a) Tender will be evaluated as a single package of all the items given in the price schedule.
5) 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. 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 BSNL.
6) 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 theDivisional Engineer within* 3 *days of the date of hindrance* on account of which he desires such extensionas aforesaid. In this regard the decision of (the SSA Head) shall be final.
7) If at any time after the commencement of the work, the SSA head may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the SSA head 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 instructions any curtailment of the work as originally contemplated.
8) 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 *I Fin*al 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 rover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.
9) No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL 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 employee 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.
10) In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified. The BSNL shall have the power to terminate the contract without any notice.
11) Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the (the BSNL) on behalf of the CMD BSNL can terminate the contract without compensation to the contractor. However (BSNL) at this discretion may permit contractor's heirs to perform the duties or engagements of

the contractor under the contract, in case of his death. In this regard the decision of (BSNL Circle) shall be the final.

12) 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.

13) **Interpretation of the contract document:** The representative of (the BSNL) and the contractor shall inso far as possible by mutual consultation, by to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to BSNL Circle whose decision shall be final. Any change in the contract: documents shall be set forth in writing by there presentative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarise all of his supervisory personnel with the contents of all the contract documents.

14) **Notification:** The contractor shall give in writing to the proper person or authority with a copy to theDivisional Engineer such notification as may be mandatory or necessary In connection with the commencement, suspension, resumption, performance and I 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 throughout 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.

15) **Shut down on account of weather conditions :**The contractor shall not be entitled to any compensationwhatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other force majeure conditions.

(B) STORES SUPPLIED BY THE BSNL: At no point of time the contractor shall be issued stores of valuemore than the contractor's material security. If at all the work requires more amount of materials to issue to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it. The contractor shall tral1sport (including loading and unloading) all stores Issued to him from District Telecom Store, to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor. All materials supplied to the contractor the BSNL shall remain the absolute property of BSNL and shall not removed from site of the work except for use in the work and shall be at all time open to inspection by the Representative of (the BSNL). 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 suctfrnater1als 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 the BSNL, failing which the cost of the unused materials shall. be deducted from the contractor's material security or any of his pending bills or from any other security. 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 and quality of the materials. 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 bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc. The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the Govt. at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.

(C) EASEMENTS. PERMITS. LICENCES AND OTHER FACILITIES :

1. The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work except for the following which shall be provided by the Representative of the BSNL;

(A) "Right of User " easements and permits.

(B) Railway and Highway crossing permits including bridge.

(C) Canal/ stream crossing permits.

2. The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and

Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.

3. 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 bream and claim and shall be entitled with a copy to the Divisional Engineer.
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 Whim 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.
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 BSNL or local agencies having jurisdiction. .
6. If the BSNL Is not able to provide above mentioned permits etc. In time then the extension of time limit shall be provided as per EOT clause given in tender document

D-PROTECTION OF LIFEAND PROPERTY AND EXISTING FACILITIES:

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.
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.
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.
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.
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 pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.
6. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor.

E:- LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION: Obtaining Licensebefore commencement of work: The contractor shall obtain a valid labour license under the Contract labour (R&A) Act 1970 and the Contract: Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the O'Iild Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contact arising out of the resultant non-execution of work. .

7. **Contractors Labour Regulations: Working Hours** 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 an')(, it shall not spread over more than 12 hours on any day. 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. .

8. Every worker shall be 'given a weekly holiday normally on a Sunday, in accordance with the previsions 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 BSNL, 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 than6 days.

9. Where a contractor is permitted by the Engineer-in-O1arge 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.

10. **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 dear 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.

11. **Payment *of* Wages.** The contractor shall fix wage periods in respect *of* which wages shall be payable. No wage period shall exceed one month .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.

12. 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.

13. All payment *of* wages shall be made to the bank account of each worker and details submitted along withthe bill, 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.*

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

15. All wages shall be paid In current coin or currency or in both.

16. Wages shall be paid without any deduction *of* any kind except those specified by the - Central BSNL by general or special order in this behalf or permissible under the Payment of wages Act 1956.

17. 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.

18. Fines and deductions which may be made from wages

19. The wages of a worker shall be paid to him without any deduction *of* any kind except the following

(a) Fines

20. 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.

21. Deductions for damage to or loss of goods expressly entrusted to the employed person for 0JSt0dy, 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.

22. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(b) Any other deduction, which the Central BSNL may from time to time, allow.

23. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

24. 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.

25. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

26. Labour records

27. The contractor shall maintain **Register of Persons employed** on work on contract in From XIII of thecontract Labour (R&A) Central Rules 1971.

28. 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 a. (R&A) Rules 1971.
29. The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in From XVII of the CL (R&A) Rules 1971.
30. **Register of accidents -** The contractor shall maintain a register of accident in such form as may be convenient at the work place but the same shall include ,the following particular:

a) Full Particulars of the laborers who met with accident.
b) Rate of wages
c) Sex
d) Age
e) Nature of accident and cause of accident
f) Time and date of accident
g) Date and time when admitted in hospital
h) Date of discharge from the hospital
I) period of treatment and result of treatment
i) Percentage of loss of earning capacity and disability as assessed by Medical officer.
j) Claim required to be paid under Workmen's Compensation Act.
k) Date of payment of compensation.
l) Amount paid with details of the person to whom the same was paid
m) Authority by whom the compensation was assessed
n) Remarks

31. The contractor shall maintain a **Register of Fines** in the Form XII of the a. (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 emission for which fines can be imposed.
32. The contractor shall maintain a **Register of deductions for damage** or loss in Form XX of the a. (R&A) Rules 1971.
33. The contractor shall maintain a **Register of Advances** in Form XXIII of the a. (R&A) Rules 1971.
34. The contractor shall maintain a **Register of Overtime** in Form XXIII of the a. (R&A) Rules 1971.

35. Attendance card-cum wage slip

36. The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him.
37. The card shall be valid for each wage period,
38. 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.
39. The card shall remain in possession of the Worker during the wage period under referel1le.
40. 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.
41. 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.

42. Employment card

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

44. Service certificate

45. 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 from XV of the a. (R&A) Central Rules 1971.

Preservation of labour records

46. 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.

Power of labour officer to make investigations or enquiry

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

48. Report of Investigating officer and action thereon

49. The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned within. 45 days from the receipt of the report from the
50. Labour Officer or the authorized officer as the case may be.
51. **Inspection' of Books And Slips**
52. 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 BSNL on his behalf.
53. **Submission of Returns**
54. The contractor shall submit periodical returns as may be specified from time to time.
55. **Amendments**
56. The Central BSNL may from time to time add to or amend the regulations and on any question as to theapplication/interpretation or effect of those regulations.

F:- INSURANCE:

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 polices of insurance taken within 15. (Fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require. The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. BSNL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BSNL, the same shall be reimbursed /indemnified by the Service Provider.

G. COMPUANCE WITH LAWS AND REGULATION:

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

BSNL, BSNL agency or BSNL , municipal board, BSNL of other regulatory or Authorised body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the 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.

H. Blacklisting 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 executes it unsatisfactorily.

b) If the contractor is no longer in possession of adequate man power/ labour/ personnel or financial resources.

c) If the contractor is litigious by nature or has violated any condition of the contract.

d) If the contractor is found to have given false information at the time of enlistment or is declared or is in the process of being declared bankrupt/insolvent winding-up, dissolved or partitioned.

e) If the contractor persistently violates the labour regulations and other contract laws.

f) If the contractor has been found involved in unethical business practices.

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

h) If the contractor violates any of the conditions specified by BSNL corporate office issued before agreement date of this contract.

1) The blacklisted contractor shall neither be allowed to participate in the tenders nor shall be allowed to apply for fresh enlistment any where in the BSNL during the specified period of black listing

2. .**Period for removal /black listing**

a) The contractor who has been removed from the enlistment shall neither be allowed to participate in the tenders any where in BSNL nor shall be allowed to apply for enlistment for a period as per instructions issued by BSNL CO or as decided by higher authority

b) Black listing

The contractor who has been black listed shall neither be allowed to participate in the tender any where in BSNL nor shall be allowed to apply for enlistment for a period as per instructions issued by BSNL CO or higher authority so decides The action of removal/black listing will impact the economic interest of the contractor and therefore, it is likely that the contractor may seek recourse to legal action, it is therefore incumbent on the part of competent authority to ensure that proper and adequate ground exists for such decision. However, for proper and timely execution of works, the terms and conditions should be observed meticulously and appropriate and timely action should be initiated against the contractors(s) if delays, lapses or violations are observed without waiting for their repetitions. Timely execution of works with requisite quality at competitive costs is the essence of the contract system.

SECTION XI

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. SCOPE OF WORK

1.1 **MAIN CABLE CONSTRUCTION ACTIVITIES**: The items of work involved in UG cable construction are as under:

1.1.1 Excavation of trench up to Depth such that the top of the cable is one meter below/ as mentioned in Financial bid the normal ground level according to the construction specifications.

1.1.2 Laying and Pulling of Cables in Trenches or through Pipes/Ducts/Walk through trenches.

1.1.3 Placing of half round RCC Pipes/Stone slabs/Pre cast RCC slabs/Layer of Bricks as per specifications.

1.1.4 Back filling and compacting of the excavated trend1es according to construction specifications and removal of excess earth from the site.

1.1.5 Construction of pillar foundations, erection, painting and sign writing of pillars. Erection, termination, painting and sign writing of DPs , up gradation of old pillars and replacement& shifting of damaged pillars.

1.1.6 Termination of cables in MDF, Pillars and DPs., opening of new DPs and conversion of poll to wall DPs

1.1.7 Jointing and end-to-end Testing of cables - Correspondence and Electrical tests. And applying kits for closures.

1.1.8 Removal of pole and deposition of recovered stores e.g. pillar cell, DPs, post and other associated material at SSA stores.

1.1.9 Neat and clean wiring of existing MDF of any capacities, recoveries of old buried cable, earthing in existing pillars,

1.1.10 Documentation and updating of MDF, pillar, DP records & preparation& updating of cable diagram with details of joint.

ALLIED ACTIVITIES:

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

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

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

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

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

5 **VALUE OF WORK:** The estimated cost of work Is as mentioned in the Notice Inviting Tenderswhich has been worked out based on standard scheduled rates and present market rates. The actual value of work may vary based on the actual requirement but generally being limited to + 1-25% of the indicated value.

6 **JURISDICTION OF CONTRACT:-** The jurisdiction of the contract shall be for any where in SSAor CG Circle as per need . The telephone Exchange areas in different areas are mentioned in the NIT. If any additional telephone exchange is planned, the same shall be included in the area in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

7. **PERIOD OF VALIDITY OF BIDS**:
Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid).

8. **BSNL'S RIGHT TO VARY QUANTUM OF WORK** :
The GMTD BILASPUR, at the time of award of work under the contract or during contract period, reserves the right to decrease or increase the work/cost by up to 25 % of the total quantum of work and tender cost specified in the schedule of requirements without any change in the rates or other terms and conditions. The period of tender also increase for another one year on mutual consent.

Section-XII

UG Cable Construction Specifications

UNDERGROUND CABLE CONSTRUCTION SPECIFICATIONS

The guidelines in the form of Engineering Instructions (E.Is.) on construction Practices of Underground Cables are issued by T & D wing of the Department, from time to time. However, the present practices are summarized here under, from the point of view of describing scope of work under various items of work.

1. General:- The underground Copper Cables are extensively used in outdoor network of an exchangesystem. The cables are laid from Telephone Exchange upto Distribution Points (D.Ps.). For the purpose of flexibility, pillars are introduced in the network. The Primary Cables, which are of higher size, are laid from Telephone Exchange to pillars. The Distribution Cables are laid from pillar to D.P. The capacity of pillars and D.Ps. are decided in accordance with the demand and size of the network. The planning of U.G. cable network is guided by the planning guidelines of the department of external plant issued from time to time. The major portion of investment in telecom network goes into construction of U.G. cable network. Further, the quality of construction of U.G. cable network decides the quality and reliability of Telecom Services delivered to the customers to a large extent. Therefore, the construction practices of U.G. cables should be of very high quality, strictly in accordance with construction specifications.

1.1 **The works involved:-** The underground cables are buried to a depth such that the top of the cable isone meter (100Cms) / as per price bid below the normal ground level. The items of work involved in U.G. cable laying are as under:-

a. Excavation of trench upto a depth such that the top of the cable is one meter/ details in bid price below the normal ground level according to the construction specifications.
b. Laying and Pulling of Cables in Trenches or through Pipes/Ducts.
c. Placing of half round RCC Pipes/Stone slabs/Pre Cast RCC slabs/Layer of Bricks as per specifications.
d. Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site.
e. Construction of pillar foundations, erection, painting and sign writing of pillars.
f. Erection, termination, painting and sign writing of D.Ps.
g. Termination of cables in MDF and pillars.
h. Jointing and end-to-end Testing of cables-Correspondence and electrical tests. And applying of joint kits/closures.
i. Removal and replacement of damaged pillar and DPs and deposition at stores.
j. Documentation.

2. Construction Specifications

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

2.2.1 **NON SURFACED STRATA:**

a. **Non Rocky:-** This will include all types of soils – soft soil/hard soil/ morrum i.e. any strata, such assand, 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 of picks, showels, sacrifiers, ripper and other manual digging implements including chiseling. Resorting to light blasting/electro mechanical breakers for loosening the material does not in any way entitle the strata to be classified as rocky.

b. **Rocky**:- Strata means generally any rock or boulder, for the excavation of which hand tools can notbe used and blasting/electro mechanical breaker is required, such as quartzite, granite, basalt, reinforced cement concrete (reinforcement to be cut through but not separated from concrete) and the like.

2.1.2 SURFACED STRATA:- The surfaced strata shall cover the following irrespective of strataencountered below the surface.

2.1.2.1 Foot paths:

ii. **Tarmac (Asphalt) Foot Path:-** means foot path with tarmac surface with of withoutcompacted strata below the tarmac surface, irrespective of thickness of

Tarmac/Metal. **Kharanja:**- means Footpath covered with bricks with or without compacted strata below thesurface, irrespective of thickness of bricks.

iii. **Tiled Foot Path:**- means Footpath covered with various types of tiles/stone slabs with orwithout compacted strata below the tiled surface, irrespective of thickness of tiles/ stone slabs.

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

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

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

ii. **Kharanja Road:-** means road covered with various types of bricks with or without,compacted strata below the tiled road surface, irrespective of thickness of bricks.

iii. **Tiled Roads:**- means road covered with various types of tiles/bricks/stone slabs with orwithout compacted strata below the tiled road surface, irrespective of thickness of tiles/bricks/stone slabs.

iv. **Cement Concrete Road:**- means CC (Cement Concrete) road with compacted stratabelow the surface on road, irrespective of thickness of cement concrete.

2.1.2.3 Road Crossings:-

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

ii. **Kharanja Road:-** means road covered with various types of bricks with or without,compacted strata below the tiled road surface, irrespective of thickness of bricks.

iii. **Tiled/CC Road:-** means road made of tiles of any type/stone slabs/bricks or CC roadnormally having compacted strata below the tilled/CC surface, irrespective of thickness of tiles/CC.

iv. **RCC Road:**- means the surface made of cement concrete duly reinforced with steel barsnormally 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 depth specified from ground level.

2.2 Excavation 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. These trial pits shall be 30 cms. wide 120 cms. deep and 120cms. Long at right angles to the proposed trench at an interval of 20 to 50Mtrs 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 afore station 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 the 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.

2.3 Methods of Excavation: In city limits as well as in built up areas, the contractor shall resort to use ofmanual labour only to assure that no damage is caused to any underground or surface installations belonging to other public utility services and / or private parties. However, along the Highways and cross country routes, there shall be no objection to the contractor resorting to mechanical means of excavation, provided that no underground installations exist in the path of excavation, if any, are damaged. There shall be no objection to resort to horizontal boring to bore a hole of required size and to push through G.I. Pipe through horizontal bore at road crossing or rail crossing or small hillocks etc. In rocky strata excavation shall be carried out by use of electro mechanical means like breakers or by blasting wherever permissible with express permission from the competent authority. Necessary barricades, night lamps, warning board 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 writings 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. In certain locations, such as uneven ground, hilly areas and all other places, due to any reason whatsoever it can be ordered to excavate beyond standard depth of 100 Cms above the cable to keep the bed of the trench as smooth as possible. If excavation is not possible to the minimum depth of 100 Cms. above the cable, 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. Approval shall be granted by the competent authority in writing under genuine circumstances. The contractor shall be responsible for all necessary arrangements to remove or pump out water from trench. The contractor should survey the soil conditions encountered in the section and make his own assessment about dewatering arrangements that may be necessary. Wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done by the contractor. **For excavation in hard rock,** where blasting operations are considered necessary, the contractor shallobtain the approval of the Engineer-in-charge in writing for resorting to blasting operation. The Contractor shall obtain license from the competent authority for undertaking blasting work as well as for obtaining and storing the explosive as per the explosive Act, 1884 as amended upto date and the explosive rules 1983. The contractor shall purchase the explosives, fuses, detonators, etc. only from a licensed dealer. Transportation and storage of explosives at site shall conform to the aforesaid Explosive Act and Explosive Rules. The contractor shall be responsible for the safe custody and proper accounting of the explosive materials. Fuses and detonators shall be stored separately and away from the explosives. The Engineer-in-charge or his authorised representative shall have the right to check the contractor's store and account of explosives. The contractor shall provide necessary facilities for this. The contractor shall be responsible for any damage arising out of accident to workmen public or property due to storage, transportation and use explosive during blasting operation. Blasting operations shall be carried out under the supervision of a responsible authorised agent of the contractor (referred subsequently as agent only), during specified hours as approved in writing by the Engineer-in-charge. The agent shall be conversant with the rules of blasting. All procedures and safety precautions for the use of explosives drilling and loading of explosives before and after shot firing and disposal of explosives shall be taken by the contractor as detailed in **IS: 4081** safety code for blasting and related drilling operation.

2.3.1 Trenching Near Culverts / Bridges:-

At bridges and culverts the cable shall be laid in GI pipe of suitable size with the permission of concerned authorities maintaining the roads/bridges. While carrying out the work on bridges and culverts, adequate arrangement for cautioning the traffic by way of caution boards during day time and danger lights at night shall be provided. Of late the bridge construction authorities are providing ducts below the footpaths on the bridges for various services. The telecom officers need to maintain good liaison with the concerned authority to get one side of the duct allotted for Telecom Cables. In such ducts G.I. pipes can be coupled and laid for pulling the cables. It would be pertinent to mention here that close liaison with bridge construction authorities would be of immense advantage in ensuring provision of ducts on one or both the sides of the bridges as per future requirements. However, for laying Cables on existing bridges, where duct arrangement does not exist, one of the following methods may be adopted.

i. Where the cushion on top of the arch of the culvert is 45 Cms. or more, the pipe to carry the cable may buried on the top of the arch adjoining the parapet wall by digging close to the wheel guard. Every precaution shall be taken to see that no damage occurs to the arch of the culvert. After burying the GI pipe, the excavated surface on the arch shall be restored.
ii. When the thickness of the cushion is less than 45 Cms., the pipe to carry the cable may be buried under the wheel guard masonry. After burring the pipes, wheel guard should be re-built.

iii. If neither of the two methods mentioned above is possible, the pipe should be clamped to the outside of the parapet wall of the culvert or bridge with the help of clamps, nails, nuts, bolts and screws of suitable size to ensure that the pipe is securely fixed. The GI clamps should be of minimum 25 mm with and 3 mm thickness and should be fixed at an interval of 50 Cms. If necessary, the pipe should be taken to the parapet walls at the ends where the wall diverges away from the roads. The work should be carried out in consultation with the authorities concerned maintaining the roads and bridges. After burring the G.I. Pipes, the wheel guards or arch may require repairing by connecting at site. For carrying out protection by connecting at site, the nominal dimension of concreting shall be according to the requirements of the site. Cement Concrete Mixture used shall be of 1:2:4 composition i.e. 1: 53 grade cement of a reputed company, 2: Coarse Sand, 4: Graded Coarse stone aggregate of 6 mm nominal size, reinforced with MS weld mesh. As the RCC is cast at site, it is imperative to ensure that special care is taken to see that proper curing arrangements are made with adequate supply of water. The contractor shall invariably use mechanical mixer at site for providing RCC protection, to ensure consistency of the mix. In case of small bridges and culverts, where there is likelihood of their subsequent expansion and remodeling, the cable should be laid with some curve on both sides of the culvert or the bridge to make some extra length available for readjustment of the cable at the time of reconstruction of culvert or the bridge.

2.3.2 Excavation in Surfaced Strata:

2.3.2.1 **Excavation on Footpath:** The excavation of trenches in all types of footpaths includingdismantling of asphalt/all type of tiles/CC and WBM shall be done up to a depth such that the top of the cable is specified below the normal ground level as per WO. The excavation on the footpaths will be done manually. The contractor shall have to provide shoring wherever necessary, in case the depth of trench is more than one meter. It is expected that the other services may be present below the footpath, therefore, extra care needs to be exercised while excavation of trenches.

2.3.2.2 **Excavation of Trenches along the roads (Which are carpeted end to end):** The excavationof trenches along the road which are carpeted from end to end including dismantling of asphalt, concrete and WBM shall be done up to a depth such that the top of the cable is 1.0 M below the normal ground level. The excavation along the roads shall be done manually. The contractor shall have to provide shoring wherever necessary, in case the depth of trench is more one meter. It is expected that the other services may be present below the roads, therefore, extra care needs to be exercised while excavation of trenches.

2.3.2.3 **Excavation at Road Crossings / Railway Crossings:** The excavation of trenches in all types ofroads including dismantling of asphalt/all type of tiles/CC and WBM shall be done upto a depth such that the top of the RCC pipe is specified depth below the normal ground level. After excavation of trench, RCC Pipes of100mm/150mm/225mm/300mm dia shall be laid at the road crossings. On minor roads which can be temporarily closed to traffic, it is possible to open up across the entire width of the road, the pipes should be in installed quickly in the trench which should then be filled in, there by reducing the time to a minimum for which the road is required to be closed. The roads, which are broad, may be opened for half their width, allowing the other half for use of vehicular traffic. The second half of the width should be opened after laying pipes and reinstating the first half of the trench. Pipes laid in the second half should be coupled firmly with those laid in the first half. Care must be taken to couple the pipes fully. The pipes should be laid with a slights lope from the center to the sides of the road to prevent collection of water. 8 mm PP rope shall be drawn through the laid pipes to facilitate cleaning and cable pulling at a later date before closing the trench. As the work on road crossings entails lot of inconvenience to vehicular traffic and pedestrians, it is desirable to bury extra pipes for future expansion at the initial stage itself. The spare pipes must be sealed properly at both the ends of the road to obviate the possibility of pipe getting choked due to settlement of sedimentation etc. The contractor shall have to provide shoring, wherever necessary, in case the depth of trench is more than one meter. Necessary barricades, night lamps, warning boards and required watchman shall be provided by the contractor to prevent any accident to pedestrians or vehicles. T he excavation within the railway property should be taken up after getting express permission from railway authorities. When a cable has to cross a railway track, it should be laid in Iron pipes at a minimum depth of 1.25 M below rail level. The iron pipes of the requisite type shall be supplied by the Department or Railway Authorities as mentioned in the permission letter. If the pipes are supplied by the railways, cost shall be borne by the Department. The pipeline should extend on both sides of the Rail way track for a sufficient distance to enable repairs to the cable, whenever necessary without disturbing the formation under the railway track. The 8 mm PP Rope shall be drawn through the laid pipes to facilitate cleaning and cable pulling at a later date. It is desirable to bury extra pipes for future expansion at the initial stage

itself. The spare pipes must be sealed properly at both the ends to obviate the possibility of pipe getting choked due to settlement of sedimentation etc.

2.4 **Classification of Trenches:** The trenches have been categorized based on its size required for layingdifferent sizes and number of cables as per details given in WO. **Where more than one cable isbeing laid in a trench there should be a gap of 5 cms. in between the cables. No cable should be laid one-over the other.**

2.5 Trenches of Less Depth: Relaxation and competent Authorities to Grant Relaxation: 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 upto certain limits are acceptable by the authorities as prescribed below with extra protection as per specifications. The relaxation by the competent authority as per BSNL / DoT guidelines shall be obtained giving reasons for not achieving standard depth.

3 **Laying and Pulling of Cables:** The normal methods used in the department for laying UndergroundCables are:

i. Laying direct in the ground
ii. Pulling through Ducts

3.1 **Laying direct in the ground:** After excavation of trenches, approximately 5 Cms thick bed of softsoil/ or sand (in case the excavated materiel contains sharp pieces of rock /stones) is laid before directly laying the cable. Adequate care shall be exercised while laying the cables so that the cables are not put to undue tension/pressure as this may adversely affect the electrical characteristics of cables with passage of time. The cables shall invariably be laid in the trenches through jack and spindle at appropriate position for easy unwinding, putting cable rollers in the trenches, if required at a regular interval of approx. 20 Mtrs. Under proper supervision. Adequate overlaps shall be left for jointing 2 successive lengths of cables as under:

i. 1200 pair and above : 1.5 Mtr,
ii. 800 & 1000pair:-1.4 Mtr
iii. 400 & 600 Pair:-1.2 Mtr
iv. Below 400 Pair :-1.0 Mtr

In case the previous length ends in the middle of a carriage way / foot path / road crossing/ bridge/culvert, it should be negotiated out of the carriage way/foot path/ road crossing/bridge/culvert by laying the next length early and removing the excess overlap cable and depositing to the stores under proper receipt. 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. Sharp bends shall be avoided. Bends, if any, the radius of curvature should be more than at least six times the diameter of the cable. After the completion of laying, sand/sieved earth, free of stones etc, shall be placed over the cable to a height of 7.5 Cms. duly leveled and rammed lightly to form a bedding for warring bricks or Half round RCC pipes/stone slab/Pre cast RCC sib for mechanical protection. The cables may be required to be pulled through RCC/GI pipes at road crossings, railway crossings, bridges and culverts. Extra care should be taken to avoid damage to the cable while pulling through pipes which may occur due to kinks. The contractor should have the required tools and equipments for the purpose t o complete the job in a professional manner. The contractor shall ensure that trenching and cable laying activities are continuous, without leaving patches or portions incomplete in between. When trenches are excavated upto specified depth, properly dressed and leveled and the cable(s) is/are laid, joint measurement of depth above cable shall be taken by representative of contractor and Engineer-in-charge. Measurements shall be recorded in measurement book with theirsignature. Trenches for which measurements are recorded in measurement book shall be considered as approved trenches. When there are number of cables of the same size in the same trench it becomes difficult to identify the particular cable at time to 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.

3.2 **Cable Pulling through Ducts:** Before starting the cable pulling work, the duct and manholes/handholes must be cleaned and made free from obstructions so that cable is not damaged while hauling. The contractor shall be adequately equipped with tools and the equipments like-continuous steel rod, winch machine, cable hauling rope fittings, swivels, hauling eyes, cable grips etc. to carry out the cable pulling work through ducts in a professional manner. As the cable pulling through ducts is specialized work and any damage to cable in duct may lead to development of faults progressively with the passage of time, it is imperative that the

work force and the supervisions responsible to carry out this work are fully trained and have sufficient experience.

4 Placing of Half Round RCC Pipes / Stone slabs / Pre Cast RCC slabs / Layer of Bricks: Afterlaying cables, it is covered by a consolidated layer of 8 Cms. of soft earth (or sand in special cases where excavated material contains sharp stones/objects) which should be free from stones or other sharp objects, carefully pressed and lightly tamped. On this layer of soft earth, a layer of half round RCC pipes (100/150 mm dia)/Stone slabs/ Pre Cast RCC slabs/Bricks is placed as a warning layer and also as a mechanical protection, as the telecom cables are vulnerable to damages due to excavations by other agencies.

The warning / protection layer of HRCC/stone slab/Pre cast RCC/Brick is laid as per following schedule depending uponthe size of the cable and depth of trench			
S no	Size of cable	Depth	Warning layer/ protection
1	200 pr and below	All depth	Brick/stone
2	400 pr and above	Upto 80 cm	Brick/stone
3	400 pr and above	Below 80 cm	HRCC/stone slab/pre cast RCC/brick

The choice for protection layer out of half round RCC pipes, stone slabs and Pre Cast RCC slabs or bricks may be decided based on availability and comparative cost. Regarding half round RCC pipes, up to 400 pairs cable 100 mm dia RCC pipe and above 400 pairs cables 150 mm dia RCC pipes shall be required.

4.1 **Layer of Bricks:** Well burnt non-modular bricks of nominal size 229 mm (+/-4 mm) x 114 mm (+/-3mm) x 70 mm of minimum compressive strength of 75 Kgf per square cm shall be used as a warning / protection layer. Bricks shall be used longitudinally over the cables up to 400 pairs and transversely over cables above 400 pairs or two cables of size upto 400 pairs. Approximately **4400 bricks** per kilometer shall be required for laying longitudinally and **9000 bricks** per Km. Shall be required for laying transversely. SDE in-charge of work shall get the bricks tested from a reputed laboratory for compressive strength. One test sample shall be got tested for a lot of 50,000 bricks or part thereof. The test certificate shall be attached along with the final bill.

5 Back Filling and Compacting of the Excavated Trenches: After laying the cables and providingwarning / protection layer as per specifications, the remaining portion of the trench shall be filled in and well tamped in steps. The trench should be back filled in layers not exceeding 20 cms. each at a time and rammed. The contractor shall remove the excess earth from the site and leave only a crown of earth rising approximately 5 cms. in the centre. This allows for natural subsidence. When digging on footpaths, along roads and road crossings, care should be taken to see that the road is motor-able as soon as the work is completed. The permanent reinstatement of roads and pavement shall be done by the local authorities.

6 Erection of Pillars: The pillars should be installed in safe places on footpaths at suitable locationsconvenient and accessible for maintenance. The positions close to the edge of footpaths, near transformers or below Electric Lines particularly H.T. must be avoided. The location of pillar, which may obstruct the view of drivers of vehicles as on kerb lines at street intersections, locations in which the doors of the pillars when opened constitute a danger to pedestrians or traffic must be avoided. In general, the pillar shall be so located that reasonable and safe working conditions to the staff are possible throughout the year. The height of the pillar shall be such that the pillar does not get submerged during rains.

6.1 Construction of RCC Plinth for Pillars and Erection of Pillars:

The Plinth for erection of pillars shall be made of RCC, cast at site. The dimensions of the pits for casting the foundation of the plinth shall be as under:

Length = W+30 cms.
Width = D+30 cms.
Depth = 110 cms
Where W= Width of the pillar shell, D= Depth of the pillar shall.

After digging the pit for casting the plinth of the pillar, a G.I. Plate of size 300 mm X 300 mm and 4 mm thickness bolted to copper wire of 7/18 size (2 meter length) with the help of lug shall be buried in the bottom of the trench to form earth for the pillar. The copper wire shall be embedded in RCC work with one end coming out on top of the plinth to be terminated in the C.T. box mounting frame inside the pillar shell. The earth in bottom of the plinth shall be well rammed. The concrete base for the pillar should be dimensioned to suit the particular pillar shell dimensions. The RCC for the pillar foundation should be in the ratio of 1:2:4 (1 Cement of 53 Grade of reputed brand, 2 coarse sand, 4 graded stone

aggregate of 20 mm nominal size). The details of reinforcement and dimensions of plinth work are shown in **Figures 1&2.** The height of the pillar plinth shall be such that the bottom of pillar shell should normally remain 45 cms, above the normal ground level. However, in localities, which are subjected to flooding during the rainy season, the height of the base shall be suitably raised so that the bottom of the pillar is kept well above the high flood level. The plinth shall be cast as per the approved drawings and with the use of proper form work. After the RCC work is settled and cured, the plinth shall be finished with cement mortar in proportion of 1: 3 (1 Cement of 53 grade of reputed brand 3 Fine sand) of 6 mm thickness. The contractor shall arrange water for curing the plinth for at least 7 days to give necessary strength. The sides of the RCC form work shall be filled with the excavated earth and rammed properly to give it necessary strength so that the plinth does not tilt and loose its verticality at a later date. Finally the plinth above the ground level shall be painted with black oil paint. Erection of pillar shall be done by fixing the pillar boxes on the plinth with 10 mm bolts embedded in RCC formwork firmly and terminating the earth wire on the C.T. Box mounting frame inside.

6.2 **Painting and Sign Writing of Pillars:** The pillar shell should be cleaned thoroughly and one coatof redoxide primer shall be applied on all surfaces i.e. inside and out side surfaces. After it is dried up, spray painting shall be done with battleship grey paint of reputed brand on all surfaces. Once the grey paint driesup, the sign writing shall be done after cleaning the surface with dry cloth, with white enamel paint of reputedbrand.

6.2.1 **Sign Writing of Pillars:** Sign writing shall be carried out in capital letters of height 10Cms. and width 7.5Cms. (4"X3") and as per instructions of Engineer-in-charge. The following contents shall be sign written on the face of the pillar shell: Logo of the Department. Name of Telecom District Number of the pillar, which will carry, abbreviated 3-4 digit alphabetical code of the exchange system followed by the number of the pillar.

7 Erection of D.Ps : The distribution points (D.Ps.) are fitted on poles, walls or in the staircase wallseasily accessible for maintenance, to terminate distribution cables coming from pillars. There are two types of D.Ps, which are required to be erected.

A) External D.Ps & B) Internal D.Ps

7.1 **External D.Ps:** The items of work involved in erection of **External D.Ps**. are as under:

7.1.1 Fitting of post with all components: i.e. Hamilton tubes (normally A4BC or BC), socket, cap and spikes.

7.1.2 Digging Pit for the post.

7.1.3 Fitting Sole plate in the assembled tube and lowering the assembled post in the pit.

7.1.4 Re-instating and consolidating after making the post upright and rigid.

7.1.5 Preparation and installation of stay(s).

7.1.6 Pulling the L.I. cable (5 pair/ 10pair/ 20pair) through 20/32 mm dia G.I. pipe and terminating the cable pairs in D.P. box and fixing of D.P. box on the post with the help of fixtures (either steel tapes & accessories such as buckles, pole rings, pole Brackets, Retainer Clamps & Hooks, Drive Bolts, Wall rings, Plastic Plugs etc. or set of three G.I. clamps, saddles, brackets etc.).

7.1.7 Painting & Sign writing of the D.P. Post. The D.P. post shall be painted with enamel paint of reputed brand in the three colored bands of ten inch each (Red, Blue, and Red). The painting of lower red band will star at five feet from ground. The sign writing will be done in the middle of the Blue band with white enamel paint of reputed brand. The contents of the sign writing are given below.

* Abbreviated code of name of SSA
* Abbreviated code of exchange system
* Numbering of the D.P.

The height of the letters and contents according to numbering scheme of D.Ps. in the SSA will be given by Engineer-in-charge.

7.2 **Internal D.Ps:** The Items of work in erection of Internal D.Ps are as under:

7.2.1 Fixing of 20/32 mm G.I. Pipe with the help of clamps nails and saddles at every 30 Cms. The clamps should be made of 25 mm wide and 3 mm thick G.I. strips properly galvanized.

7.2.2 **ii)** Pulling of L.I. cable (5pairs/10pairs/20pairs/50pairs) through 20/32 mm dia G.I. pipe ofapproximately 7 to 10 ft. and terminating the cable pairs in D.P. box and fixing of D.P. box on the wall with the help of suitable rawl plugs/wooden gitti and screws.

7.2.3 Painting & Sign writing of the D.P.: The sign writing shall be done on the wall near the D.P. box. The sign writing shall be done on blue background of 300 mm X 200 mm with

sign writing in white colour. Enamel paint of reputed brand shall be used for painting and sign writing. The contents of the sign writing are given below:

* Abbreviated code of name of SSA
* Abbreviated code of exchange system
* Numbering of the D.P.

The height of the letters and contents according to numbering scheme of D.Ps. in the SSA will be given by Engineer-in-charge.

8 TERMINATION OF CABLES IN MDF & PILLARS:

The U.G. cables are terminated on tag blocks on line side of the MDF. The MDF consists of iron framework and line side tag blocks are fitted on verticals. In the department, depending upon the height of the MDF room, MDFs of different sizes are erected. For simplicity and uniformity, a standard numbering scheme of verticals, tag blocks and tag numbers in the tag block is followed. From the non-growing end, the verticals are numbered as 01,02 and so on. The tag blocks in a vertical are numbered as 01, 02 and so on from top to bottom. In the tag block, which is of 100 pairs, tags are numbered as 01 to 100 from top most left corner to bottom most right corner. U.G. Cables are terminated on MDF from top to bottom on a vertical. The cables in pillars are terminated in the tag blocks of 100 pairs each. For the sake of simplicity and uniformity, a standard numbering scheme of tag blocks in a pillar is followed. The verticals in pillar are numbered as A, B, C & D. The tag blocks are counted are from top to bottom in a column as A1, A2… B1, B2… C1, C2…& D1, D2… The tags in a tag block of 100 pairs are counted as 01, 02. 100 from top most left corner to bottom most right corner. The A and C column tag blocks are used for terminating the primary cables and B and D column tag blocks are used for terminating the distribution cables. While terminating the cables in MDFs and pillars, the correspondence of pairs shall be maintained from the point of view of counting of pairs and maintenance of the cables. In case of armoured cables, the armour of the cable shall be connected to the C.T. box mounting frame in the pillar and to the verticals of MDF, which are earthed

.For terminating the cables in pillars, the joints at the foot of the pillar should be avoided and the cable should be directly led into the pillar through bottom inlet of the pillar shell. The sheath of the cable should be removed inside the pillar and the bunches of the pairs shall be terminated on tag blocks after cleaning and lacing neatly. The termination of cables of MDF and pillars (and of course in D.P. also) should be done using only the standard tools. The work of "termination of MDF and pillars" includes:

i. Fixing of Tag Blocks on MDF vertical / C.T. boxes in pillars.
ii. Drawing the cable into the pillar and removing the cable sheath for required length.
iii. Providing earth continuity with the armour of the cable(s)
iv. Cleaning the insulated conductors and covering the formed bunches with PVC sleeve /tape.
v. Termination of cable pairs in Tag blocks / C.T. Boxes
vi. Sign writing with white enamel paint of reputed brand on inner panel of the pillar shall be done indicating the termination details. On MDF, the written labels shall be put in place provided for it indicating the termination details. The details of sign writing shall be given by the Engineer-in-charge. The termination of cables should be done using standard tools.

9. Jointing of Cables and End to End Testing

"A chain is as strong as its weakest link", hence, the quality of external plant is depends upon quality of jointing work to a huge extent. As mentioned elsewhere, the external plant using U.G copper Cables entails huge investment to the tune of Rs. 10,000/- per pair on an average. If some pairs are lost in one joint, the pairs are not available for the entire length of the cable. The loss of pairs is not only loss of capital but also the department looses the potential revenue by no t able to provide the connections. In view of these facts, the quality of jointing work is of immense e importance and therefore, the jointing work should be done by experienced jointers using standard tools and accessories. The work of cable jointing involves jointing of pairs by twisting or machine jointing using modular connectors. The quality of joint is vital for overall electrical characteristics and quality of transmission of the subscriber loop and therefore, the same has to be done meticulously. There are

three different types of joints;

(i)

(ii) Branch joint: for connecting pairs of one cable to two or more different cables branching out at the joint.

(iii) Teeing joint: Teeing of cable is done at the time of area transfer or re-arrangements of cables in the external plant.

9.1 **Straight and Branch Joints:** The items of work involved in jointing are as under:

a. Digging the pit for the joint

b. Preparation of cable ends for jointing.
c. Jointing of cable conductors by twisting or by machine jointing using modular connectors.
d. Closing the joint & Flooding of the joint * (Flooding of joints shall be mandatory).
e. Providing protection to the joint with half round RCC pipe / stone slab / Pre cast RCC Slabs.
f. Back filling and compacting.
g. Providing joint indicators and noting distances from three permanent points for future reference to locate the joints.

9.2 **Teeing work involved in Area Transfer/Re-arrangement work:** The following works areinvolved in teeing for area transfer / Rearrangement work

a. Digging pit for the joint
b. Operating the cable and Numbering out
c. Putting sleeves with indicator slip on cable pairs
d. Jointing with new cable i.e. Tee joint.
e. Conducting correspondence test between old D.P. and New D.P. on MDFs.
f. Closing the joint by Thermo Shrinking if required before releasing the Tee.
g. Release of Tee after Area Transfer. Closing the joint by Thermo shrinking after release of Tee. And flooding of the joint *(Flooding of joints shall be mandatory)
h. Providing protection to the joint with half round RCC pipe / stone slabs / Pre cast RCC slabs.
i. Back filling and compacting.
j. Providing joint indicators and noting distances from three permanent points for future reference to locate the joints.

For area transfer work, it is preferable to award teeing and cable construction work from new MDF to the teeing point covering laying, jointing and termination of cables on new MDF to a single contractor to facilitate smooth completion and testing.

The contractor shall make hundred percent pairs available from end-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 from MDF to pillar for primary cable work and from pillar to D.P. for distribution cable work. **"An ounce of prevention isworth a pound of cure".** In case of some pairs missing, the defects should be rectified at this stage itself, asthe joints are still kept open. Once all the pairs are available, joint shall be closed properly using jelly and other accessories as per instructions. Proper and adequate filling of jelly in the joints is of importance as any

water ingress and trapped in the cavities will result into low insulation fault at later date. 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 department supervising the work
Date of joint

9.4 End-To-End Testing: The cables are to be tested for continuity of pairs and electrical and transmissioncharacteristics of the cable pairs, between MDF and pillar in case of primary cables and pillar and D.Ps in case of distribution cables, separately. The test parameters should conform to the A.T. standards of the department 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.

9.5 Cable route & Joint Indicators:

Cable route and joint indicators are to be provided to indicate the cable route and location joints. The route and joint indicators are to be used for cables laid in rural areas as availability of landmarks overwide expanse of lands is scanty. The route indicators are to be placed at every 200 meters and at every place where the cable changes direction. Joint indicators are to be provided at all joints. For the sake of uniformity and from viewpoint of identification of cable at later date for maintenance, the route indicators shall be provided in the alignment of the trench and the joint indicators should be provided in the alignment of the trench 2 meters towards exchange from the location of joint to obviate removal of joint indicator at the time of operating the joint. The route and joint indicators are of RCC of trapezoidal shape having base of approximately250 mm X 150 mm and top 200 mm X 75 mm and height 1000 mm. The indicators shall be supplied by the department. For fixing the route / joint indicators, the pits of size 60 Cms X 60 Cms. And 75Cms depth shall be dug. The indicator shall be secured in upright position by ramming with stone and murrum upto a depth of 15 Cms and concreting the remaining portion of 15 Cms by concrete mix of1:2:4 (1 Cement, 2 coarse sand and 4

Stone aggregate of 20 mm nominal size. Necessary curing shall be carried for the concreting structure with sufficient amount of water for reasonable time to harden the structure. The Route / Joint indicators shall be painted with Primer before painting with Oil Paint. The route indicators shall be painted with yellow paint and joint indicators shall be painted with red paint. The construction specifications of route and joint indicators are given in the **figures 3.**

10. SPECIFICATION AND SCOPE OF WORK FOR CONSTRUCTION OF L&W

The erection of post will consist of fitting of tubes A, B, A-4, B, C, fitting, socket, fixing sole plate, digging hole for posts, erecting posts, providing stay wherever it is necessary including providing S.S.N.P. Providing stay rods, digging holes for anchors, fixing anchors, providing stay collar wherever necessary or laying of UG cable with door DP arrangement with GI/ CI pipe/ PLB pipe. The stay will be provided by 600 lbs G.I. Wire as per departmental standards. The work further includes erecting bracket/brackets on the erected posts, fixing of stalks & insulators, if necessary.

10.1 The erected post should be suitably rammed and stays are provided the anchors should also be properly rammed.

10.2 10.2 The contractor(s) are liable to carry out the work as per requirement given by concerned SDO. While erecting the wire the contractor/contractors will be fully responsible for proper leveling of erected wire. He will properly tie the wire with the neck of the insulator by appropriate wire as desired by SDO concerned. The contractor(s) are fully responsible for proper jointing of the wires, wherever it is needed.

10.3 10.3 **Erection of sub's loop by Drop wire:-** The erection of drop wire for subs loop from D.P (Distribution point) to junction box/window /house bracket or any accessory book as the case may be using drop wire accessories as per BSNL standard can be had from SDOP/JTO Incharge. In some cases it may happen that the drop wire is required to be taken directly upto rosette point inside the sub's premises avoiding junction point. The drop wire entry hole for taking drop wire inside the sub's premises is also the part of sub's loop portion. The contractor(s) shall maintain minimum headway as desired by the concerned SDO through out the line erection he will also provide appropriate headway at road crossing or in low level areas as per departmental standard.

11. **Documentation:** The documentation, consisting of Route Diagrams, depicting Joint Locations,Termination details of cables on MDF, 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 out huge investment from getting damaged and also avoiding disruption of

services. The documentation shall be prepared primary cable wise for one or more than one primary cables with all its Pillars shown and for all its Pillars the Distribution Cables shown Pillar wise, for the works ordered against a work order. The scope of work in documentation shall be include the following: i) **Route Diagrams:** Preparation of route diagram depicting alignment of cables on roadsides on a geographical map of the pillar area / exchange area. Though it is desirable to prepare these diagrams on geographical maps to the 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, the topographical details of the road, location of pillars and landmarks along side should also be shown to locate the cable(s) easily as and when required. **These diagrams shall be prepared onA-3 sheets 80 GSM.** ii) **Joint offsets:** The joints offsets will*inter-alia*show the locations ofjoints 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 details of distribution of pairs in the joint in case of branch joint. **These joint offsets shall be prepared inA-4 size sheets of 80 GSM.** iii) **Pillar Cards:** The pillar cards shall show the termination detailsof primary as well as distribution cables in the pillar. **These cards shall be prepared in A-4 sizesheets of 80 GSM.** iv) **MDF Termination Cards:** The MDF termination cards shall providedetails of termination of cable depicting full details of MDF vertical, tag block numbers and pair numbers of the cable terminated on the MDF and its correspondence with termination in pillars.

These cards shall be prepared in A-4 size sheets of 80 GSM. The route diagrams, joint offsets, pillar cards and MDF termination cards shall be prepared by the contractor through an experienced draughtsman or these may be computerized. The utility y of thedocumentation will be enhanced if the existing cables are also shown on these diagrams being prepared for the new work. The contractor shall be bound to implant the details on the documents if supplied by Engineer-in-charge timely, without any extra cost. All the diagrams / cards / joint offsets shall ear the signatures of

the contractor, the Engineer-in-charge and the A.T. Officer as a proof of accuracy of the diagram. All the above documents (i to iv) pertaining to a pillar area / exchange system (in case of small exchange system) shall be bound in A-4 size. The cover sheets shall be of 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 / exchange system 5. Work Order No. 6. Date of commencement of work 7. Date of completion of work The contractors shall supply 6 copies of bound documents as one set of Documentation. The rate for one set documentation is given in standard schedule rates.

12. SAFETY PRECAUTIONS:

12.1 Safety Precautions when excavating or working in excavations close to electric cables:

The Engineer-in-charge of the work should get full information from Electricity undertaking regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be preceded with close consultation with them. Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power Cables not laid in conduits are usually protected from above by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always to drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working near by so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be reported to the Electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

12.1.1 **Electric Shock-Action and treatment:** Free the victim from the contract as quickly aspossible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands as his body may be energized while in contact. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every moment of delay is serious, so, in the meanwhile, a doctor should be called for.

12.2 **Safety precautions while working in public street and along railway lines:** Where a road or footpath is to b e opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. Excavation work should be done in such a manner that it would not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable bridges over open trenches should be so planned that these are required for the minimum possible time. Where bridges are constructed to accommodate vehicular traffic and is done near or on railway property, it should be with the full consent and knowledge of the competent railway authorities.

12.2.1 **Danger from falling material:** Care should be taken to see that apparatus, tools or otherexcavating implements or excavated materials are not left in a dangerous or insecure position so as to fall or be knocked into the trench thereby injuring any workman who may be working inside the trench.

12.2.2 **Care when working in Excavations:** Jumping into a trench is dangerous. If it is deep,workmen should be encouraged to lower themselves. Workers should work at safe distance so as to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire or sharp objects they should be removed carefully. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position that it is likely to cause any accident or obstruction to a roadway or waterway. If possible the excavated material should be put between the workmen and the traffic without encroaching too much on the road.

12.2.3 **Danger of cave in:** When working in deep trenches in loose soil, timbering up/shoring thesides will prevent soil subsidence, The excavated material should be kept at sufficient distance from the edge of the trench or pit. Vehicles or heavy equipment must not be

permitted to approach too close to the excavation. When making tunneled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

12.2.4 **Protection of Excavations:** Excavations in populated areas, which are not likely to be filledup on the same day should be protected by barriers or other effective means of preventing accidents and the location of all such openings must in any event be indicated by red flags or other suitable warning signs. During the hours from dusk to dawn, adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risk and responsibility is involved. Notwithstanding adoption of the abovementioned precautions, works involving excavations should be so arranged as to keep the extent of opened ground and the time to open it to a minimum.

12.2.5 Precautions while working on roads: The period between half an hour after sun-set and halfan hour before sunrise, and any period of fog or abnormal darkness may also be considered as night for the purpose of these instructions, for the purpose of providing the warning signs. Excavation liable to cause danger to vehicles or the public must at all times be protected with fencing of rope tied to strong uprights or bamboo poles at a suitable height or by some other effective means. Any such temporary erection which is likely to cause obstructions and which is not readily visible should be marked by posts carrying red flags or boards with a red background by day and by continuously lighted lamps at night. The flags and the lamps should be placed in conspicuous positions so as to indicate the pedestrians and drivers of vehicles the full expanse i.e. both width and length of the obstruction. The distance between lamps or between floors should not generally exceed 1.25 meters. Along the width and 6meters. Along length of the obstruction in non-congested areas, but 4 meters along the length in congested areas. If the excavation is extensive sufficient notice to give adequate warning of the danger, should be displayed conspicuously not less than 1.25 meters. Above the ground and close to the excavation. Where any excavation is not clearly visible for a distance of 25 meters. To traffic approaching from any direction or any part of the carriage way of the road in which the excavation exists, a warning notice should be placed on the kerb or edge of all such roads from which the excavation or as near the distance as is practicable but not less than 10 meters. From the junction ofan entering or intersecting road in which the excavation exists. All warnings, in these should exhibit a red light, but white lights may be used in addition to facilitate working at night. Wherever required a passage for pedestrians with footbridge should be provided. At excavations, cable drums, tools and all materials likely to offer obstructions should be properly folded round and protected. This applies to jointer's tents as well. Leads, hoses etc. stretched and across the carriage way should be guarded adequately for their own protection and also that of the public.

12.2.6 **Traffic Control:** The police authorities are normally responsible for the control of traffic andmay require the setting up of traffic controls to reduce the inconvenience occasioned by establishment of a single line of traffic due to restriction in road width or any other form of obstruction caused by the work. As far as possible, such arrangements should be settled in advance. If there are any specific regulations imposed b the local authorities, these should be followed.

12.2.7 **Work along Railway Lines:** Normally all works at Railway crossing is to be done undersupervision of the railway authorities concerned, but it is to be borne in mind that use of white, red or green flags by the Departmental staff is positively forbidden to be used when working along a railway line as this practice may cause and accident through engine drivers mistaking them for railway signals. When working along a double line of railway, the men should be warned to keep a sharp look on both the "UP" and "DOWN" lines to avoid the possibility of any accident when trains pass or happen to cross one another near the work spot.

12.3 **Procedure and Safety precautions for use of explosives during blasting for Trenching:** In areas where the cable trench cannot be done manually on account of boulders and rocks, it is necessary to blast the rocks by using suitable explosives. The quality of explosive to be used depends on the nature of the rocks and the kind of boulders. A few types of explosive fuses and detonators normally used for making trenches for cable works are detailed below:

i) Gun power

ii) Nitrate Mixture

iii) Gelatin
iv) Safety fuse
v) Electric Detonator
vi) Ordinary Detonator

12.3.1 **Procedure:** A detailed survey of the route is to be done to assess the length of the sectionwhere trenching is to be done with the help of blasting. A route diagram of the rocky section may be prepared indicating the length of the route where the explosive is to be used. For the purpose of obtaining license, longer length of route should be given the application as in many cases, after digging ,rocks appear were blasting was not initially anticipated Next a license will have to be obtained for use and storing of explosive in that section. If the are a falls agenda a police commissioner, the authority for granting such license is the police commissioner, the authority for issuing license is the district magistrate. The concerned authority should be applied in prescribed form with the route map. The concerned authority will make an inquiry and issue a license for using/storing explosives for cable trenching works. Such license will be valid for 15 days only. The license should be renewed if the blasting operation need to be extended. Once the license is granted, it is the responsibility of the holder of the license for the proper use of explosive, its transportation and storing. **Method of using:** The safest explosive is the Gelatin and electric detonator. Gelatin is in the form of astick. Electric detonator is a type of fuse used for firing the explosive electrically. holes are made at suitable interval on rocky terrain boulder either by air compressor and by manual chipping. The depth of the holder should be 2 to 3 ft. Fill up the hole with small quantity of sand for about 6". First the electric detonator is to be insert into the Gelatin and the Gelatin is to be inserted into the holes keeping the +ve and –ve wiring of electric detonator outside the holes. Again refill the hole by sand. These +ve and _ve insulated wire of detonator are then extended and finally connected to an exploder kept at a distance of not less than 100mtrs.Now the explosive is ready for blasting. But before connecting wires to exploder for blasting, all necessary precaution for stopping the traffic, use of red flags,exchange of caution signals, etc., should be completed and only then Exploder should be connected and operated.

12.3.1.1 **Operation of exploder (IDL Schaffer type 350 type exploder):**The type 350 blasting machine consists of a bearing block with blasting machine system and the explosion proof light – alloy injected molded housing. The exploder is held with the left hand. The twist handle is applied to the drive pin, dappled with the right hand turned in the clock wise direction in continued measurement at the height speed from the initial position until it reached to a stop. At the stage an indication lamp will glow. When the indication lamp glow, "press button switch" should be pressed. This will extend the electric current to detonator and Gelatin will be detonated. The rock will be blasted out of the trench. Number of holes can be blasted in a single stroke by connecting all such detonator in series connection and finally to the exploder. After blasting , again mazdoors are engaged on the work to clear the debris. If the result of the first blasting is not satisfactory, it should be repeated again on the same place.

12.3.2 **WARNING :**There may be two reasons for unsatisfactory result of the blasting:
a) Misfire of Gelatin due to leakage of current from detonator.
b) Over loading because of overburdens.

Never pull the broken wire pieces from the holes in such cases, Attempts should not be made to re-blast the misfired Gelatin. The safest way is to make a fresh hole but its side and put fresh Gelatin in that holes and blast it.

12.3.3 PRECAUTIONS: The abstract of explosives Rules 1983 that are relevant to our work isgiven below: Restriction of delivery and dispatch of explosives: No person shall deliver or dispatch any explosives to any one other than a person who.a) Is the holder of a license to possess the explosives or the agent of a holder of such a license duly authorized by him in writing on his behalf. **OR**

b) Is entitled under these rules to possess the explosive without the license.

The explosive so delivered or dispatched shall in no case exceed the quality, which the person to whom they are delivered or dispatched is authorized to possess with or without a license under these rules.

No person shall receive explosive from any person other than the holder of a license granted under these rules. No person shall receive from or transfer explosives to any person for a temporary storage or safe custody in a license premise unless prior approval is obtained from the chief controller. A person holding license for possession of explosives granted under these rules shall store the explosives only in premises specified in the license.

Protection from Lightening During Storing:

Every magazine shall have attached there to one or more efficient lightening conductors designed and erected in accordance with the specification laid down in Indian standard specification No.2309 as amended from time to time. The connection to various parts of earth resistance of the lightening conductor terminal on the building to the earth shall be tested at least once in every year by a qualified electrical; engineer or any other competent person holding a certificate of competency in this behalf from the state electricity Department. A certificate showing the results of such tests and the date of the last test shall be hung up in conspicuous place in the building.

Precautions during thunder-storm:

When a thunder-storm as pear to be imminent in the vicinity of a magazine or store house every person engaged in or around such magazine and store house shall be withdrawn to a safe distance from such distance from such magazine and store house and the magazine and storehouse shall be closed or locked until the thunder storm has ceased or the threat of it has passed.

Maintenance of records:

Every person holding a license granted under these rules for possession, sale or use of explosives shall maintain records in the prescribed forms and shall produce such record on demand to an inspection Officers.

Explosives not to be kept in damaged boxes:

The license of every magazine or store house shall ensure that, the explosives are always kept in their original outer package. Incase, the outer package gets damaged so that the explosive contained therein cannot be stored or transported, such explosive shall be repackage only after the same are examined by controller of explosives.

Stored of explosives in excess of the licensed quantity:

The quantity of any kind of explosives kept in any licensed magazine as store house shall not exceed the quantity entered in the license against such kind of explosives. No explosives in excess of the license quantity shall be stored in the magazine or store house unless a permit in this behalf is obtained from the licensing authority by a letter or telegram.

12.3.6 Precautions to be observed at site:

The electric power at the blasting site shall be discontinued as far as practicable before charging the explosives. No work other than associated with the charging operations shall be carried out within 10 meters of the holes unless otherwise specified to the contrary by the licensing authority.

When charging is completed, any surplus explosive detonators and fuses shall be removed from the vicinity of the hole and stored. At a distance which should prevent accidental detonation in the event of a charge detonating prematurely in any hole. The holes which have been charged with explosives shall not be left unattended till the blasting is completed. Care shall be taken to ensure that fuse or wires connected to the detonation are not damaged during the placing of stemming materials and tamping.

*** Suitable warning procedure to be maintained:-**

The licensee or a person appointed by the licensee to be in charge of the use of explosives at the site shall lay down a clear warning procedure consisting of warning signs and suitable signals and all persons employed in the area shall be made fully conversant with such signs and signals.

*** Precautions to be observed while firing:-**

The end of the safety fuse if used in place of a detonator should be freshly cut before being lighted. The exploders shall be regularly tested and maintained in a fit condition for use in firing. An exploder shall not be used for firing a circuit above its rated capacity. The electric circuits shall be tested for continuity before firing. All persons other than the shot-firer and his assistant, if any shall be withdrawn from the site before testing the continuity. For the purpose of jointing, the ends of all wires and cables should have the insulation removed for a maximum length of 5 cms. and should, then be made clear and bright for a minimum length of 2.5 cms. And the ends to be joined should be twisted together so as to have a positive metal contact. Then these should be taped with insulation to avoid leakage when in contact with earth. In case of blasting with dynamite or any other high explosive, the position of all the bore holes to be drilled shall be marked in circles with while paint. These shall be inspected by the contractor's agent. Bore holes shall be of a size that the cartridge can easily pass down. After the drilling operation, the agent shall inspect the holes to ensure that drilling has been done only at the marked location and no extra hole has been drilled. The agent shall then prepare the necessary charge separately for each bore hole. The bore hole sshall be thoroughly cleaned before a cartridge is inserted. Only cylindrical wooden tamping rods shall be used for tamping. Metal rods or rods having pointed ends shall never be used for tamping. One cartridge shall be placed in the bore hole and gently pressed but not rammed down. Other cartridges shall then be added as may be required to make up he necessary charge for the bore. Hole. The top most cartridge shall be connected to the detonator which shall in turn be connected to the safety fuses for required length. All fuses shall be cut to the length required before being inserted into the holes. Joints in fuses shall be avoided. Where joints are unavoidable, a semi-circular niche shall be cut in one piece inserted into the niche. The two pieces shall then be wrapped together with string. All joints exposed to dampness shall be wrapped with rubber tape. The maximum of eight bore holes shall be loaded and fired at one occasion. The charges shall be fire successively and not

simultaneously. Immediately before firing, warning shall be given and the agent shall see that all persons have retired to a place of safety. The safety fuses of the charged holes shall be ignited in the presence of the agent, who shall see that all the fuses are properly ignited. Careful count shall be kept by the agent and others of each blast as it explodes. In case all the charged boreholes have exploded, the agent shall inspect the site soon after the blast but in case of misfire the agent shall inspect the site after half an hour and mark red crosses (X) over the holes which have not exploded. During his interval of half an hour, nobody shall approach the misfired holes. No driller shall work near such bore until either of the following operations have been done by the agent for the misfired bore holes. **a)** The contractor's agent shall very carefully (when the tamping is a damp day) extract the tamping with a wooden scraper and withdraw the primer and detonator'**s)** The holes shall be cleaned for 30 cm of tamping and its direction ascertained by placing a stick in the hole. Another hole shall then be drilled 15 cm away and parallel to it. This hole shall be charged and fired. The misfired holes shall also explode along with the new one. Before leaving the site of work, the agent of one shift shall inform the another agent relieving him for the next shift, of any case of misfire and each such location shall be jointly inspected and the action to be taken in the matter shall be explained to the relieving agent. The Engineer-in-Charge shall also be informed by the agent of all cases of misfire, their causes and steps taken in that connection.

12.3.7 **General Precautions:** For the safety of persons red flags shall be prominently displayed around the area where blasting operations are to be carried out. All the workers at site, except those who actually ignite the fuse, shall withdraw to a sage distance of at least 200 meter from the blasting site. Audio warning by blowing whistle shall be given before igniting the fuse. Blasting work shall be done under careful supervision
and trained personnel shall be employed. Blasting shall not be done within 200 meters of an existing structure, unless specifically permitted by the Engineer-in-Charge in writing.

Precautions against misfire: The safety fuse shall be cut in an oblique direction with a knife. All saw dustshall be cleared from inside of the detonator. This can be done by blowing down the detonator and tapping the open end. No tools shall be inserted into the detonator for this purpose. If there is water present or if the borehole is damp, the junction of the fuse and detonator shall be made water tight by means of tough grease or any other suitable material. The detonator shall be inserted into the cartridge so that about one-third of the copper tube is left exposed outside the explosive. The safety fuse just above the detonator shall be securely tied in position in the cartridge. Waster proof fuse only shall be used in the damp borehole or when water is present in the bore hole. If a misfire has been found to be due to defective fuse, detonator or dynamite, the entire consignment form which the fuse, detonator or dynamite was taken shall be got inspected by the Engineer-in-Charge or his authorized representative before resuming the blasting or resuming the consignment.

12.3.8 Precautions against stray currents: Where electrically operated equipment's is used in locationshaving conductive ground or continuous metal objects, tested shall be made for stray current to ensure that electrical firing can proceed safely.

13. REPORTING/ BOOKING OF FAULTS IN CABLE.

1. The contractor shall open a nodal centre in SSA with a fax and telephone facility over which the faults will be booked by field units. The Nodal centre shall be operational round the clock and shall be manned by such competent technical staff who shall be able to provide (in the event of reporting of any fault by B.S.N.L. staff of any site under its jurisdiction or otherwise) all necessary technical assistance for fast restoration of faults, telephonically, at the first instance. The names of all technical staff who will be authorized to visit the exchange premises must be intimated to concerned SDOT. Subsequent changes must also be immediately intimated.
2. The concerned SDOT shall intimate to the contractor about the fault of cable by telephone/fax./e-mail, Mobile/SMS The contractor will maintain a record for all such calls received and will maintain a case serial number, which will be given to each call.
3. Since the proper functioning of cable is essential for running of the exchanges, the total failure will affect the telecom services in that exchange. Therefore the contractor shall envisage that lf failure for these cables at any time is not envisaged. The contractor must take adequate steps to ensure this at all times during the currency of rate contract.
4. The contractor shall ensure that activity of maintenance is started with in the period of half hour at site of fault occurrence.
5. In case of UG cable fault the cable must be restored in the period as mentioned below unless specified in WO

For 5 pair / 10 pair / 20 pair 3 Hours

For 50 pair / 100 pairs 4 Hours

For 200 pair / 400 6 Hours

For 800 pairs 10 Hours

14. **INSPECTION:**After carrying out repairs of the faulty cable these will be handed over toSDOPconcerned who will accept the repaired cable after inspection and testing.

15. **WARRANTY OF REPAIRS :** The contractor shall furnish a summary of maintenance activity done and name/details of the place of occurrence to concerned SDOP. Contractor and concerned SDOP shall maintain the exchange wise records of faulty repaired cable related details—Place, Cable size, date of fault occurrence, and period of fault. The concerned SDOP will maintain a History sheet Register, to be submitted quarterly in desired format. The claims for payment will be reconciled with this report. If no report is received to SDE (Planning) within 1 months of completion of work, it may be assumed that no maintenance work has been done in that particular months.

16. **. PENALTIES: this is in addition to penalties defined in tender document under relevant clauses.**

1. Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or 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.
2. The contractor is required to attend the faults at site, repair it, on the same day of reporting, If there is delay in the cases as above, penalty will be applicable in all two cases –
3. For delay beyond mentioned hours in case of UG cable the penalty for delay in attending/ repair will be imposed at a rate of Rs.100/- per Hours per cable for which fault is reported.
4. For delay beyond mentioned hours in case of OF cable the penalty for delay in attending/ repair will be imposed at a rate of Rs.200/- per Hours per cable for which fault is reported

SECTION –XIII

AGREEMENT

The successful tenderer shall have to execute the following agreement :

Theagreementmadeonthisdayof (month) (year)**2019**between **M/s**
herein after called ―The contractor of the one part and**AGM (NP-CFA)** on behalf of B.S.N.L. (Which expression shall unless executed by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee), here in after referred to as the BSNL, of other part. Where as the contractor has offered to enter into contract with the said BSNL for the

Laying of UG Cable and other associated works for Maintenance in Bilaspur SSA on the terms and conditions herein contained and the ratesapproved by the BSNL (copy of rates annexed) have been duly accepted and where as the necessary security deposit have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties

to these presents as follows.

1) The contractor shall, during the period of this contract that is to say from

to or until this contract shall be DE(P) by such notice is hereinafter mentioned, safely carried out, by means of labours employed at his own expenses andby means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses.
It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change asper actual requirements as demanded by exigencies of service.

2) The NIT (notice inviting tender) No.**W-1-1/NIT/Tender/GMTD-BIL/19-20/107 Dated: - 20.05.2019**and Bid Documents (Technical and financial) no.**T-107/UG CABLE-MTC./BIL/19-20/08 DATED: - 20.05.2019**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 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.

4) 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.

5) At the time of agreement with BSNL, the contractor will liable to pay stamps duty, court fee etc. as per prevailing stamps act.

6) The contractor shall provide all safety measures as per Govt. safety act rules. BSNL will not entertain any claim by way of compensation

7) PSD :- 10% amount will be deducted from each bill

8) The Contractor may deposit the wages in the Bank account of the Workers through online as NEFT/RTGS, the deposit slip for the bank credit shall be attached to the bill

9) The contractor shall have to follow all the labour laws

10) Copy of paid challan of EPF & ESI must be submitted with bill

11) Copy of Attendence register & wage slip must be submitted with bill

12) Any damage caused during transporting of materials. The contractor will be responsible and he is liable to make full payment of damaged material
13) Compensation for damage to BSNL property will be recovered from the bill/SD/PSD of contractor
14) Contractor shall abide by the terms & conditions of the tender
15) SD Deposit Rs:- ……

The witness whereof the parties presents have here into set their respective hands and seals the day and year in **2019**
Above written :

Signed sealed & Delivered by
the above named contractor

In the presence of Witnesses :

1.

2.

Signed & Delivered on behalf

Of the BSNL

Witnesses : 1.

2.

SECTION XIV

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender Number .....

Subject : Authorized for attending bid opening on ..... (Date) in the tender of Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of .....

(Bidder) in order of preference given below .

Order of Preference	Name	Specimen Signatures
I		
II		
Alternate Representative		

Signature of bidder

or

Officer authorized to sign the bid

documents on behalf of the bidder.

No. 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

SECTION - XV

RATES OF EMPTY CABLE DRUMS

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

S.No.	Size of drum	Rate of disposal
1.	For all size	300.00

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

SECTION-XVI
SCHEDULE OF REQUIREMENT

Tentative schedule of requirement in U/G Cable laying for maintenance work in BILASPUR SSA			
SN	**Item**	**Required Qt.**	**Unit**
1	DIGGING OF PITS OF SIZE 4'x3'x3' FOR OPENING OF JOINTS AND FAULT LOCALIZATION	9000	PIT
2	JOINTING OF CABLE.	300000	PAIR
3	THERMOSHRINKING UP TO 200 PR.	10000	Joint
4	THERMOSHRINKING BEYOND 200 PR.	700	Joint
5	TRENCHING FOR CABLE MTCE WORKS (Excavating trenches including cable laying, back filling, compacting and removing excess earth from site)		METER
5a	30x60 cm depth	25000	meter
5b	30x100 cm depth	15000	meter
6	Excavating Cement concrete 15x15 cm including Cable laying, back filling compacting with cement concrete	5000	Meter
7	Refitting of existing DP /Replacement of faulty DP with termination	400	No.
8	Replacement of CT Box with termination	220	No.
9	Replacement of Pillar Cabinet with painting & sign writing upto 1000P (Removing of old pillar, transportation to deposit in GMTD store & fixing of new pillar)	50	No.

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of IndiaEnterprise)

SECTION XVII

BID DOCUMENT

(FINANCIAL)

Tender for

E-TENDER FOR LAYING OF UG CABLE AND OTHER ASSOCIATED WORKS FOR MAINTENANCE IN SSA BILASPUR

Tender No. :T-107/UG CABLE-MTC./BIL/19-20/08 DATED: - 20.05.2019

NIT no. W-1-1/NIT/Tender/GMTD-BIL/19-20/107Dated: - 20.05.2019

O/o OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT BILASPUR

SECTION-XVII
FINANCIAL BID

Rate to be quoted with labour, transportation of stores including loading & unloading from GMTD stores Bilaspur and **including all taxes as applicable.**

Laying of UG cable and other associated works for Maintenance in SSA Bilaspur

SN	Item	Required Qt.	Unit	Amount (Rs) In figure	Amount(Rs) In words
1	DIGGING OF PITS OF SIZE 4'x3'x3' FOR OPENING OF JOINTS AND FAULT LOCALIZATION	9000	PIT	Rs ……	Rs ……...
2	JOINTING OF CABLE.	300000	PAIR	Rs ……	Rs ……....
3	THERMOSHRINKING UP TO 200 PR.	10000	JOINT	Rs ……	Rs ……....
4	THERMOSHRINKING BEYOND 200 PR.	700	JOINT	Rs ……	Rs ……....
5	TRENCHING FOR CABLE MTCE WORKS (Excavating trenches including cable laying, back filling, compacting and removing excess earth from site)				
5.a	30x60 cm depth	25000	Meter	Rs …… Rs ……....	
5b	30x100 cm depth	15000	Meter	Rs ……	Rs ……....
6	Excavating Cement concrete 15x15 cm including Cable laying, back filling compacting with cement concrete	5000	Meter	Rs ……	Rs ……....
7	Refitting of existing DP /Replacement of faulty DP with termination	400	No.	Rs ……	Rs ……....
8	Replacement of CT Box with termination	220	No.	Rs ……	Rs ……
9	Replacement of Pillar Cabinet with painting & sign writing upto 1000P (Removing of old pillar, transportation to deposit in GMTD store & fixing of new pillar)	50	No.	Rs……	Rs ……

Note: - 1. THE MATERIALS WILL BE MADE AVAILABLE AT SSA STORES BILASPUR. The rates of the empty cable drums as per XV, which have to be deducted from contractor's bills asper tender document if cable pulling is to be carried out by the same contractor If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree toabide by this Bid for a period of 240 days from the date of opening of technical bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated:-……./……./

2. If there is any difference between the rates quoted in figures and words the rates quoted in words shall be taken as final

3. For the purpose of evaluation, the TEC will obtain the grand total by multiplying the rates quoted for different items with the approximate quantities mentioned for those items in the financial bid. The lowest grand total will be treated as L-1.

Signature of the tenderer ……
ame of Tenderer……