



**भारत संचार निगम लिमिटेड BHARAT SANCHAR NIGAM LIMITED**

(भारत सरकार का उद्यम A Government of India Enterprise)

**बेंगलूर दूरसंचार जिला BANGALORE TELECOM DISTRICT**

**बेंगलूरु/BENGALURU-560 027**

**वर्ष 2018-19 के लिए बीजीटीडी के पश्चिम क्षेत्र में विकास कार्यों के लिए खुदायी करके ताँबे के केबल बिछाना - 5जोड़े /वितरण/प्राथमिक केबल और पुनस्थापन के लिए**

**ई-निविदा प्रपत्र**

**E-TENDER FORM**

**for**

**Trenching, Laying of Copper Cable for Development Works - 5 Pair/  
Distribution/Primary Cable and Reinstatement in West area of BGTD for  
the Year 2018-19**

**निविदा प्रपत्र का मूल्य/Cost of Tender Form: Rs. 2,360/-**

**निविदा संख्या/Tender No: AGM (CC) /4-10/ Copper Cable/West/2018-19**

**Due Date /Time of Receipt: 1300 Hrs of 09.01.2019**

**Due Date /Time of Opening: 1400 Hrs of 10.01.2019**

**सहा.महाप्रबंधक(केबल निर्माण) का कार्यालय**

**O/o AGM (CC)**

**सिटी दूरभाष केंद्र भवन**

**City Telephone Exchange Building,**

**संपंगीरामनगर, बेंगलूरु - 27**

**S.R. Nagar, Bengaluru - 27**

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**SECTION – I****(Part-A)****DETAILED NOTICE INVITING TENDER**

SEALED TENDERS ARE INVITED ON BEHALF OF CHAIRMAN AND MANAGING DIRECTOR, BHARAT SANCHAR NIGAM LIMITED BY PGM, BGTD FROM THE ELIGIBLE CONTRACTORS FOR TRENCHING, LAYING OF COPPER CABLE FOR DEVELOPMENT WORKS - 5 PAIR/DISTRIBUTION/ PRIMARY CABLE AND REINSTATEMENT IN WEST AREA OF BGTD FOR THE YEAR 2018-19.

- 1. Name of the work:** Trenching, Laying of Copper Cable for Development Works - 5 Pair / Distribution / Primary Cable and Reinstatement in West area of BGTD.

Tender operating Area	Tender number	Quantum Of work	Estimated cost of tender	Document Cost Non-refundable	Amount of EMD/Bid Security
BGTD - West area	AGM (CC)/4-10/ copper cable/ West /2018-19/ dtd. 21.12.2018	<b>Trenching works:</b> i. 5 Pair - 30 km ii. 10 pairs & above-20 km <b>HDD works:-</b> 10 pair & above - 15 km	<b>Rs.2.31 crores</b>	Rs. 2,360/-	<b>Rs 4.62 Lakhs</b> (2% of Estimated cost)

**Note 1:** The quantities stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. LOI without any change in unit price or other terms & conditions.

- 2. Accessibility of Tender Document:** Tender document (free viewing copy) can be obtained by downloading it from the website [www.bangaloretelecom.com](http://www.bangaloretelecom.com) ([tenders](http://tenders))/[www.tenders.gov.in](http://www.tenders.gov.in) The official copy of tender document for participating in e-tender will be available for downloading from [www.bangaloretelecom.com](http://www.bangaloretelecom.com) (e-tender)/<https://eprocure.gov.in>
- 2.1. Cost of Tender document ₹2360/- [₹2000/- [+18% GST ₹ 2360/-] (Non Refundable)**  
DD / Bankers cheque of an amount of Rs **2,360/-** in favour of “**Accounts Officer Cash (HQ), BSNL, Bangalore Telecom District**” payable at Bangalore shall have to be submitted towards tender fee along with the tender bid failing which the tender bid will be rejected.
- 2.2** BSNL has decided to use process of **e-tendering** for inviting this tender and **thus the physical copy of the tender would not be sold.**
- 3. Sale of physical copy of tender Document:** Not applicable.

**Note 1:** The Tender document shall not be available for download on its **submission /closing date.**

**4. Eligibility Criteria for bidders:**

- I. The bidder should be an Indian Firm / Company registered and eligible to participate in the Bid.
- II. The bidder should have following documents:
  - a) Valid PAN No.
  - b) Valid Goods and GST Registration No.
  - c) A self declaration alongwith the evidence that the bidder is not blacklisted by GST authorities.
  - d) In case multiple GST numbers, all the numbers can be provided as Annexure.
  - e) GSTIN registration number (s) which need to be quoted mandatorily.

The bidder should have successfully completed a minimum 30 Km of U/G Copper cable laying works by open trenching/ HDD method in BSNL/MTNL/other PSUs /Govt. Department/ Private Telecom service providers during the last 5 years ending 31.03.2018.

As documentary evidence for having executed a work of same or more volume satisfactorily, the copy of experience certificate issued by the competent authority not below the rank of AGM/DE or equivalent in BSNL/MTNL and duly attested by an officer not below the rank of SDE/AE/ Gazetted Officer shall be submitted along with bid and in case of certificate issued by any other government department/PSUs/Private service telecom providers, the same should be duly attested by Gazetted officer.

- III. The bidder should have a combined financial turnover of 50 lakhs during the last 3 financial years of
  - i) 2014-2015
  - ii) 2015-2016
  - iii) 2016-2017The same should be supported by Profit & Loss account statement duly certified by the Auditors /CA.
- IV. Date & Time of Online Submission of Tender bid: Up to **13.00 hrs** on 09.01.2019 (tender closing date).
- V. Online Opening of Tender Bids: At **14:00 Hours** of this tender closing date (**10.01.2019**)

**5 Bid Security / EMD:****5.1** The bidder shall furnish the bid EMD in one of the following ways:-

- a) Demand Draft/Banker's cheque drawn in favour of "**Accounts Officer - Cash (HQ), BSNL Bangalore Telecom District**" Payable at Bangalore.
- b) Bank Guarantee from any scheduled bank drawn in favour of Principal General Manager, Bangalore Telecom District, Bangalore, which should be valid for 180 days from the tender opening date.

सहा. महाप्रबंधक (केबल निर्माण)  
AGM (CC),

## SECTION II

### Tender Information

1. **Type of tender:** Single stage bidding, two stage Opening using two-Electronic Envelope System,

**Note:** The bids will be evaluated techno-commercially and financial bids of techno-commercially compliant bidders only shall be opened.

2. **Bid Validity Period: Validity of Bid offer for acceptance by BSNL: 150 days** from the tender opening date and for further extendable for **120 days**.

3. The tender offer shall contain two envelopes viz. techno-commercial and financial envelopes which will contain one set of the following documents only:

4. **Techno-commercial envelope shall contain:**

- Certificate(s)/documents showing fulfillment of the eligibility criteria stated in Clause 4 of the Detailed NIT Section- I part A.
- Documents stated in clause 9.2 of Section-IV Part A.
- Bidder's Profile & Questionnaire duly filled & signed. - Section VIII.
- Near Relation Certificate in Proforma –VII (G) -duly filled & signed.
- Undertaking & declaration in Proforma –Section VI duly filled & signed.
- Tender documents (Electronic Form- Technical) with all relevant annexes.
- Tender/ Bid form, duly filled & signed - Sec IX- Part A.

**Note: EMD, Cost of Tender documents, Solvency certificate and Power of Attorney will be submitted in physical form.**

5. **Financial envelope shall contain:** Electronic Form- financial Bid - Sec. IX Part B.

6. **Payment terms:**

**Procedure for Preparation and Settlement of Bills**

The work order shall contain one or more works of trenching, laying of copper cable for Development Works - 5 pair/Distribution/Primary cable and reinstatement in West areas of BGTD. All items of work involved in the work order shall be completed in all respects before preparing the bills for the work.

7. **Procedure for Preparation, Processing and Payment of bills:**

The Contractor shall prepare the bills in triplicate ensuring execution of part work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to S.D.E. in-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book. The S.D.E. in-charge shall record the certificate on the bill that the site order books have been consulted before signing the 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 bills with the documents as mentioned below to the AGM, in-charge of work.

8. First copy of bill along with measurement book, depth A/T reports/HDD profile report in case of HDD, and cable termination and / continuity test report (*wherever necessary as per the nature of works*) - Original-payable copy.
9. Second and third copy of bill along with copy of depth A/T report and termination and continuity test of the cable (*wherever necessary as per the nature of works*) for office record - **(Not for Payment)**
10. The AGM shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The AGM shall retain the third copy of the bill along with photocopies of other documents in his estimate and send first and second copies of the bills along with all documents to works Section for processing of bills and release of payment.

11. The bills shall be processed in estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by works section, by the officer competent to pass the bill. **The 7.5% of the bill amount towards Performance Security Deposit and statutory taxes applicable to contract shall be deducted at the time of payment of bill.**
12. **Bill payment through Real Time Gross Settlement (RTGS)**  
The payment of bill will be allowed only for full completion of work as per the work order. For More than 2000 mts of work there will be multiple work orders(*wherever applicable*).  
All the payments shall be made through **Real Time Gross Settlement (RTGS)only**. The contractors should submit the mandate form for this purpose along with the agreement while entering into the contract.
13. **Processing and payment of bill:**  
On submission of the bill by the contractors to the concerned field engineer i.e. SDE in charge of work, the same shall be processed by the concerned SDE in charge of works and shall be forwarded to respective DDOs and bill shall be paid within 30 days from the date of forwarding of the bill. The contractor shall submit the details of the document along with the bill  
(i) The bill for all the quantities as per Measurements at the Approved Rate.  
(ii) Adjustment of amount received against all the work orders for that specific rate.  
(iii) Adjustment of Performance Security Deposit and Statutory Taxes already recovered if any .  
(iv) Store reconciliation statement furnishing account of stores received against the Work Order.  
(v) Diagram indicating segment /section in connection with the execution of works in the routes/section.
14. **Paying Authority:** **CENTRAL SETTLEMENT CELL,**  
O/o CGMT, KARNATAKA CIRCLE,  
BANGALORE-560 008.
15. **No. of bidders to be awarded:**  
Maximum 2 (Two) contractors are required for this tender works. However BSNL has got the discretion to allot additional contractors depending on the actual work requirement. Contractor will be selected from the technically qualified list based on their Financial Bid ranking. The successful contractors have to carry out the works in BGTD - West area.
16. **Tender Validity:**  
Validity of Tender is for 1 year from the acceptance/ LOI and may be extended for further period of 3 months on mutual consent.

सहा. महाप्रबंधक (केबल निर्माण)  
AGM (CC),

## **Section III**

### **Part –A**

#### **SCOPE OF WORK AND JURISDICTION OF CONTRACT**

#### **1. SCOPE OF WORK -UNDER GROUND COPPER CABLE CONSTRUCTION ACTIVITIES**

**The items of work involved in UG cable construction are as under:-**

Excavation of trench up to a depth of 1.1 meter below the normal ground level according to the construction specifications. Laying of Cables in Trenches or through Pipes/Ducts/Walk through trenches. Placing of RCC Pipes/ Stone slabs /Pre Cast RCC slabs/ Layer of Bricks as per specifications. Back filling and compacting of the excavated trenches according to construction Specification and removal of excess earth from the site. Construction of pillar Foundations, erection, painting and sign writing of pillars. Erection, termination, painting and sign writing of D.Ps. Termination of cables in MDF, Pillars and DPs. ,Jointing and end-to-end Testing of cables-Correspondence and Electrical tests. Fixing, Painting and sign Writing of Route and Joint Indicators, Documentation.

#### **2. EXCAVATION OF TRENCHES:**

- Trenches for cable laying will depend upon the requirements and number of cables to be laid. The width may be increased as per BSNL requirement. The payment for reinstatement will be done strictly as per the type of surface & width of the trenches and/or size of manholes, hand holes mentioned in the permission letter of BBMP and work order of BGTD. Payment for road reinstatement will be allowed, strictly, as per these measurements and no deviation will be permitted.
- **The cable will be laid by HDD method where manual trenching can not be done.**
- **Trenching limit - Every 200 mtrs of segment is to be completed in Toto before taking up further segment.**

#### **3. ALLIED ACTIVITIES:**

##### **3.1 Transportation of materials:**

The materials required for executing the work entrusted to the Contractors against a work order shall be made available at District Stores Depot at BGTD. In some cases the materials may be available at Sub - divisional store go down. The Contractor shall be responsible for transporting the materials, to be supplied by BSNL or otherwise to execute the work under 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.

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

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

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

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

#### **4.0 VOLUME OF WORK: Please refer Section III Part C**

**5.0 JURISDICTION OF CONTRACT:** The jurisdiction of the contract shall be the telephone exchange areas in DGM (NWO)-West areas of BGTD. If any additional telephone exchange is planned, the same shall be included in the zone in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

Scope of work includes jobs relating to road cutting, excavation in trenches, laying required cables/pipes through trenches, placing of bricks for identification and safety, refilling the trenched area as per specification and to the satisfaction of the Divisional Engineer. The excavation may have to be carried out in different types of soil for which rates are as specified in the schedule of rates. It may be required to lay either RCC or GI Pipes in road crosses or at other required places as per the requirements of BSNL and draw the cables through the pipes. The scope of work, also includes the road reinstatement works under the jurisdiction of Bangalore Mahanagara Palike BBMP/BDA to be carried out as per Technical Specifications of BBMP, BDA. The acceptance of such works, completely rests with BBMP, BDA authorities. The works will be required to be carried out within the areas served by Bangalore Telecom District covering Urban and Rural limits as notified by BGTD, from time to time. The contractor(s) shall execute the work(s) entrusted to them within the period, either stipulated in the work order issued by the Divisional Engineer or stipulated in the road cutting permits issued by BBMP, BDA. It is the responsibility of the contractor to employ sufficient men for the works ordered so that the targets, for completion of work as prescribed shall be met.

**6.0 SOIL/ Surface of earth and rates: SOIL/ Surface of earth and rates :** Rate offered for road cutting, trenching & refilling with excavated earth is as per Schedule of Rates. Rate offered for refilling with sand, brought from outside, shall be as per specifications of BBMP/BDA/CMC. Rate offered for reinstatement work, shall be as per the classifications of BBMP/BDA/CMC and their specifications. Subject as herein after mentioned, the BSNL does not guarantee any definite volume of work or any particular pattern of service at any time or through out the period of the contract. The mere mention of any item of work in this contract does not by itself confer any right on the contractors to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The BSNL will also have the exclusive right to appoint one or more contractors for any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that the BSNL may decide and no claim shall lie against the BSNL by reason of such division of work. The contractor may be awarded work order in continuation, if the performance of the contractor is good. The performance of the contractor shall be judged on the quality of the work done within the stipulated period and complaint received from the public or other utility agencies like Traffic Police, BBMP, CMC, PWD, BDA, KEB, BMT and other private service providers, and the damages caused on the existing underground services. If the Work Awarding Authority finds that performance of the contractor is not up to the mark, then no further work may be allotted. The quantum of work may vary within a limit of 25% plus or minus. The tenderers must note that the quantum of the work in BBMP limits largely depends upon the permission given by BBMP for the road cutting and hence no fixed quantum /regular flow of work can be guaranteed and some of the items may not be required to be performed. For example, the tenderer may be asked to carry out only laying of the cable in the trenches. In such case, the tenderer will not have any type of claim whatsoever for other item of works.

#### **7.0 TECHNICAL - SPECIFICATIONS & BRIEF DESCRIPTION OF WORKS**

**EXCAVATION OF TRENCHES:** Trenches for cable laying will depend upon the requirements and number of cables to be laid. The width may be increased as per BSNL requirement.

**The payment for final reinstatement:** The tenderers must note that the quantum of the work in BBMP limits largely will be done strictly as per the type of surface & width of the trenches and/or size of manholes, hand holes mentioned in the permission letter of BBMP and work order of BGTD. Payment for road reinstatement will be allowed, strictly, as per these measurements and no deviation will be permitted.

**PRECAUTIONS:** Use cable drum jack and spindle for paying out the cables. Rotate the cable drums in the direction of the arrow indicated on the flange. See that the mazdoors who pull cable do not cluster at one point and that they are distributed through out the length of the pulling portion of the cable. While laying, never bend the cable to a radius smaller than 9 times the overall cross sectional diameter of the cable. Trench should be cleaned for any fallen stones etc., before actual laying. While pulling cable through pipe make sure that cable is not damaged at the mouth of the pipe. Use grease on the cable to reduce friction. Place warning bricks



No. AGM (CC)/4-10 /Copper cable/West/2018-19 dtd. at BG - 27, the 21/12/2018 continuously over the cable. Get the activities of "Putting soft earth and placing warning bricks" acceptance tested. Replace the warning bricks of other utility services if they got disturbed while trenching.

**ROAD CROSSING PIPE LAYING:** Pipes of 250 mm diameter shall be laid in the road crossing trenches. In some cases GI Pipes 65 mm sizes to 200 mm sizes dia may have to be laid. Pipe laying work involves jointing of collars and lowering the same in the trench and filling up the trenches and leveling the road and making the road road-worthy without any humps or depressions in the out surface.

**BACK FILLING AND CONSOLIDATION:** Marker bricks are first to be placed through out the length of the trench over the portion occupied by the cables. The bricks are to be placed length wise and breadth wise as per the instructions of the Officer-in-Charge of the work or by his authorised representatives. Semi circular RCC Pipes (not bricks) are to be placed over HDPE Pipes for OFC laying as per company standards.

Bricks & Semi-circular pipes will be supplied by the contractor(s) themselves. After laying of the cables/bricks/pipes, the trenches are to be back filled by the soil excavated, wherever the refilling is required to be done with course sand, fresh sand should be brought from outside and refilled. If excavated sand is used for refilling then no payment will be allowed. The final reinstatement will have to be done by the contractor as per specifications and to the satisfaction of the respective corporation/municipalities within the targeted period of completion.

**DAMAGES TO THE EXISTING INSTALLATION AND TRIAL PITS:** The contractor shall take all precautionary methods to avoid any damage to the existing installation in the places where the trenches are to be made. The contractors are responsible for any or all damage caused to the existing cables or the pipe lines of Karnataka Electricity Systems, Bangalore Water Supply and Sewerage Systems. The contractors will have to make good the damage at his own expense. If the contractors fail to do so, the Divisional Engineer will arrange to repair and the cost of such repairs will be deducted from the contractor's bill. The Divisional Engineer as a sole judge will decide the cost of such repair. In order to avoid such damages, it is necessary to dig "TRIAL PITS" before start of trenching work. These trial pits will be of the size of approximately 30 cm wide and 60 to 120 cm length (at right angles to the length of the cables) with a depth of 1 meter at a suitable interval of cable route. If it is a slab surface, two slabs may be removed and trial pits may be made. The costs of trial pits are subsumed in the Standard Schedule Rates and therefore no separate charges are payable on this account.

**TOOLS AND OTHER AMENITIES OF LABOURERS:** The contractor shall provide at his cost all tools, caution boards & barricades tackle, danger lights and flags and other requirements for efficient and speedy progress of the work. For safety purposes, it is recommended to use pickaxe below one for the surface of the soil so that damages to existing cables can be avoided. It is the responsibility of the contractor to provide tents, lights and water for labourers in the area where tents will be pitched for work. The contractors are responsible for the movement of their crew from one place to another place.

**SUPERVISION:** The contractor shall provide sufficient and suitable labourers and supervisors to ensure that all the instructions are properly and promptly carried out. The work is to be carried out with due diligence and in the professional manner. The contractor will organise his labour and supervision in such a manner as excavation, cable laying and reinstatement works are carried out without interruption on each day. No cable trenches are to be left open normally, after the day's work is completed. If in the event of a length of open trench is left, the contractor shall be responsible for the provision at his expense of proper guarding and danger lighting of the trenches to avoid accidents and damage to third parties. The contractors shall be able to execute the work between 2 and 3 locations simultaneously by keeping adequate number of persons at his disposal for speedy execution of works entrusted to him.

**PROCEDURE TO CARRYOUT WORK, ITS COMPLETION & PRECAUTIONS:** The Divisional Engineer shall issue a work order for 1 to 10 Kms of works or less with the assignment of supervisory staff. The contractor shall arrange to mobilize his team to their work spot. Though the drawing, which will be accompanied a work order will be a sketchy one, the company engineer shall mark the exact location of the work. After starting the work, the trial pits are to be made for the clearance and the company supervisors will mark the required area of the trenching. After the completion of the required trenching for the type of cable is to be laid, the company shall take the measurement of the trenches and enter in the approved measurement book. Then the laying of cables, placing of bricks and reinstatement will start. After the completion of the

No. AGM (CC)/4-10 /Copper cable/West/2018-19 dtd. at BG - 27, the 21/12/2018  
reinstatement work, the company will write the length of the cable laid and complete the measurement book with the signatures of both company representative and contractor for having accepted the measurements. Before the start of the work, the BSNL shall obtain necessary permission from Corporation, Municipality, Electricity Company, Water and Sewerage Company, Police authorities for their clearance for night work, particularly for controlling the traffic. In addition to trenching, cable laying and reinstating, the following supplies and works are also being offered to the contractors.

**FLOODING OF TRENCHES BY CARRYING WATER TO SITE:** Whenever trenches are dug on existing cables, flooding of the trench is to be done by carrying water to the spot at contractor's cost. Flooding should formally be done so as to ensure that 10 to 15 cms of water remain on the top of the existing cables for at least 8 hours.

**CONCRETING ATOP PIPES:** In some cases cement concreting in the proportion 1:2:4 (Cement+ Sand+ Jelly) is to be done on top piles for extra protection to cables. Contractors are to quote rates for this item of work also. The work will involve carriage of materials to site, concreting and curing also to the satisfaction of the supervisory officer. A sketch for the work carried out should accompany the bill.

## SECTION III

### Part B.

#### UNDER GROUND CABLE CONSTRUCTION PRACTICES

The guidelines in the form of Engineering Instructions (E.Is) on 'construction Practices of underground Cable' are issued by T & D wing of BSNL from time to time. However, the present practices are summarized here under, from the point of view of describing the scope of work under various items of work.

**1.1 General:** The underground Copper Cables are extensively used in outdoor network of an exchange system. The cables are laid from Telephone Exchange up to Distribution Points (D.Ps). For the purpose of flexibility, pillars are introduced in the network. The primary cables, which are in 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 BSNL for 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.

**1.2 The works involved:** The underground cables are buried to a depth of 1.1 mtr (110cms) below the normal ground level. The item of work involved in U.G. cable laying are as under:-Excavation of trench upto a depth such that the top of cable is one meter below the normal ground level according to the construction specifications. Laying and pulling of cables in trenches or through Pipes/Ducts. Placing of half round RCC Pipes/Stone slabs/Pre cast RCC slabs/ Layer of Bricks as per specifications. Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site. Construction of pillar foundations, erection, painting and sign writing of pillars. Erection, termination, painting and sign writing of D.Ps. Termination of cables in MDF and pillars. Jointing and end to end Testing of cables Correspondence and Electrical tests. Supply, Fixing, Painting & Sign writing of Route and Joint Indicators, Documentation.

#### **1.3 Construction specifications**

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

##### **1.3.1 NON SURFACED STRATA**

**1.3.1.1 Non Rocky:** This will include all types of soil – soft soil/hard soil/ morrum i.e. any strata, such as sand, gravel, loam, clay, mud, black cotton morrum, shingle, river or nallah bed boulders, soling of roads, paths, densely pebbles/stones etc., lime concrete, mud concrete and their mixtures which for excavation yields to the application 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.

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

**1.3.2 SURFACED STRATA:** The surfaced strata shall cover the following irrespective of strata encountered below the surface.

##### **1.3.2.1 Footpaths:**

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

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

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

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

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

**Tiled Roads:** means road covered with the various types of tiles/bricks/stone slabs with or without compacted strata below the tiled road surface, irrespective of thickness of tiles/bricks/stone slabs.

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

### **1.3.4 Road crossings:**

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

**Tiled/CC Road** means road made of tiles of any type/stone slabs/bricks or CC road normally having compacted strata below the tiled/CC surface, irrespective of thickness of tiles/CC.

**RCC Road** means the surface made of cement concrete duly reinforced with steel bars normally having compacted strata below RCC, irrespective of thickness of RCC. At road crossings, the trenches shall be so dug that top of RCC pipe shall be at one meter depth from ground level.

### **1.4 Excavation of Trenches**

Excavating trenches of required width including excavation for sockets and dressing of sides and ramming of bottoms depth upto 1.10m including getting out excavated soil and then returning the soil as required in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering etc., and disposing of surplus excavated soil. Filling available excavated earth in trenches in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and watering and lift upto 1.10 m

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 make trial pits to locate the underground services before commencement of actual trenching. These trial pits shall be 30 cms. wide, 120 cms. deep and 120 cms long at right angles to the proposed trench at an interval of 20 to 50 Mtrs along the proposed cable route. If 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 road except where it may have to come to the edge of the carriage way or cutting across roads with the specific permission from the concerned authorities maintaining the road (such permission shall be obtained by BSNL) Outside the city limits, the trench will normally follow the boundary of the roadside land. However where the roadside land is full of burrow pits or afforestation or when the cables have to cross culverts/bridges or streams, the trench may come closer to the road edge or in some cases, over the embankment or shoulder of the road (Permission for such deviations for cutting the embankment as well as shoulder of the roads shall be obtained by BSNL). The alignment of the trench will be decided by a responsible BSNL official, not below the rank of Junior Telecom Officer. Once the alignment is marked, no deviation from the alignment is permissible except with the approval of Engineer-in-charge. While making the alignment only the central 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. The contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate marking the center 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.

**1.4.1 Methods of Excavation :** In city limits as well as in built up areas, the contractor shall resort to use of manual labour only to ensure that no damage is caused to any underground or surface installations belonging to other Public Utility Services and / or private parties.

However, along the Highway and cross country routes, there shall be no objection to the contractor resorting to mechanical means of excavation, provided the 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 boards and required watch man shall be provide 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 the measurement of depth of the trench. In certain locations, such as uneven ground, hilly areas and all other places, due to any reason what so ever 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

No. AGM (CC)/4-10 /Copper cable/West/2018-19 dtd. at BG - 27, the 21/12/2018 minimum depth of 100 cms. above the cable, as detailed above, full facts shall be brought to the notices 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 shall obtain the approval of the Engineer – In – Charge in writing for resorting to blasting operation. The contractor shall obtain licence 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 up to date and the explosive rules, 1983. The contractor shall purchase the explosives, fuses, detonators, etc. only from 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 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 properly due to storage, transportation and use of 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 precaution 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.

#### **1.4.2 Trenching Near Culverts /Bridges: Item code – GIP**

At bridge and culverts, the cable shall be laid in GI of suitable size with the permission of concerned authorities maintaining the roads/bridges. While carrying out the work on bridge 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 footpath on the bridge for various services. The telecom officer need to maintain goods 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.

**1.4.3** Where the cushion on top of the arch of the culvert is 45 Cms. or more, the pipe to carry the cable may be 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.

**1.4.4** 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 burying the pipes, wheel guard should be re- built.

#### **1.4.5 Item code - RCC**

##### **1.4.5.1 Item code - PCC**

If neither of the two methods mentioned above is possible, the pipe should be clamped to the out side of the parapet wall of the culvert or bridge with the help of clamps, nails, nuts, bolts screws of suitable size to ensure that the pipe is securely fixed. The GI clamps should be of minimum 2.5mm width 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 concreting at site. For carrying out protection by concreting 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 a likelihood of

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their subsequent expansion and re modeling, the cable should be laid with some curve on both 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.

#### **1.4.6 Excavation in Surfaced Strata:**

##### **1.4.6.1 Excavation on Footpath**

The excavation of trenches in all type of footpaths including dismantling of asphalt/all type of tiles/CC and WBM shall be done upto a depth such that the top of the cable is 1.0 m below the normal ground level . 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 need to be exercised while excavation of trenches. **1.4.6.2 Excavation of Trenches along the roads** ( which are carpeted end to end) The excavation of trenches along the roads which are carpeted from end to end including dismantling of asphalt, concrete and WBM shall be done upto 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 than one meter. It is expected that the other services may be present below the roads, therefore, extra care need to be exercised while excavation of trenches.

**1.4.6.3 Excavation at Road Crossings/ Railway Crossings:** The excavation of trenches in all types of roads 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 1.0 meter below the normal ground level . After excavation of trench, RCC pipes of 100mm/ 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 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 reinstalling 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 slight slope 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 creates 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. The 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 BSNL or Railway Authorities as mentioned in the permission letter. If the pipe are supplied by the railways, cost shall be borne by BSNL. The pipeline should extend on both sides of the Railways 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 though the laid pipes to facilitate cleaning and cable pulling at a later date. It is desirable to bury extra pipe 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.**

## **1.5 5 Pair Cable Specifications**

### **DIGGING AND TRENCHING :**

The trench width should be 30cms top and 25cms bottom and depth should be 60cms. Wherever not possible due to technical reasons, to reach 0.6 mts, payments will be made on prorata basis.

Inside the compound, the trench should be at 10 cms depth and cable should be taken through PVC pipes. The surface inside the compound should be reinstated to the original status neatly up to the satisfaction of the customers ( under such circumstances, where original status could not be maintained, at least caution should be taken to bring to status of the surface nearer to the originality so as to avoid dis-satisfaction of the customer). Wherever necessary, PVC pipes are to be laid in advance with tees / bends with a rope, so that the cable can be pulled when needed without disturbing the surface inside the compound. PVC pipes should be taken to the appropriate level ( about 1.5m)on the wall neatly fixed with saddles at regular intervals. Care should be taken to see that minimum holes are drilled and nicely covered, and neatness of the wall is maintained; so as to avoid complaints.

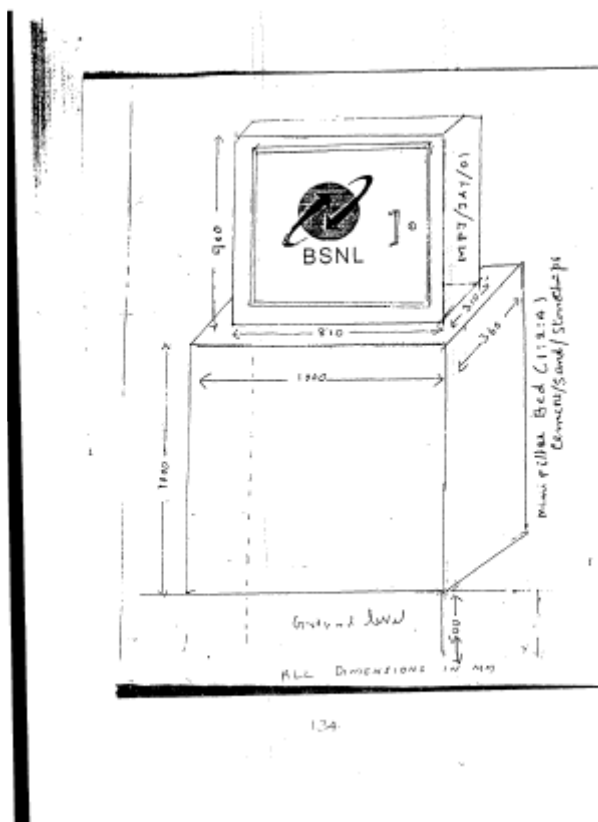
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Back filling should be done in stages to bring back to normal condition up to surface level for all types of surface along the road, all types of footpaths irrespective of all types surfaces and reinstatement as per BMP specifications

#### Construction of mini pillar bed/ foundation, erection :- Specifications

Pillar beds as per diagram enclosed should be constructed with 1:2:4 cement concrete. The charges include labour charges / earth work excavation of all types of soil and also supply of required material such as cement, sand, coarse aggregate etc, charges should be inclusive of curing and plastering in 1:6 cement mortar and also transportation of all materials. The excess soil / debris also should be removed to the location as per BMPs guidelines.

Mini pillar bed (1:2:4) Cement/Sand/Stone strips of measurement 1000mm X 360mm X 1000mm with excavation 1000mm X 360mm X 500mm and steel reinforcement at 100kg/Cum as shown in the diagram



**SIGN WRITING:** Letters of 20 mm size in English, in white paint with the following details i.e. BSNL logo, Bangalore Telecom District ,Mini pillar No....., Name of the Exchange , Stick no bills should be painted on the pillar. The rates quoted should include supply of materials and labour charges and transportation charges.

**Classification of Trenches:** The trenches have been categorized based on its size required for laying different sizes and number of cables as under:

SIZES AND NUMBER OF CABLES AS UNDER:					
SL No.	Type of trench	Trench size in cms			Required for
		Width		Depth above cable/pipe	
		Top	Bottom		
1	A	45	30	100	a. single cable of any size or b. laying any number of cables below 400 pairs * or c. laying two cables of 400 pairs and above with/without any number of additional small size cables.

2	<b>B</b>	60	45	100	Laying three cables of 400 pairs and above with/without any number of additional small size cables.*
3	<b>C</b>	75	60	100	Laying four cables of 400 pairs and above with/without any number of additional small size cables.*
4	<b>D</b>	90	75	100	Laying five cables of 400 pairs and above with/without any number of additional small size cables.
5	<b>E</b>	30	25	60	Laying 5 pair cables .

➤ The bottom width is mandatory.

➤ In case of large number of cables to be laid in a trench, the type of trench can be upgraded to higher type of trench by the DGM in – charge considering site conditions.

➤ Where more than one cable is being 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.

#### **1.6 Laying and pulling of cables: Item code - PLT**

The normal methods used in BSNL for laying underground cables are:

- Laying direct in the ground
- Pulling through Ducts

**1.6.1 Laying direct in the ground:** After excavation of trenches, approximately 5 Cm thick bed of soft soil / or sand (in case the excavated material 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:

<b>Size of the cable</b>	<b>Length of overlap.</b>
1200 pairs and above	1.5 meter
800 and 1000 pairs	1.4 meter
400 and 600 pairs	1.2 meter
below 400 pairs	1.0 meter

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/ 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 is 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 Cm. duly leveled and rammed lightly to form a bedding for warning bricks or half round RCC pipes/stone slab/ pre cast RCC slab 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 to complete the job in a professional manner. When trenches are excavated up to 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 the signature. Trenches for which measurement are recorded in measurement book shall be considered as approved trenches. The contractor shall ensure that trenching and cable laying activities are continuous, without leaving patches or portions incomplete in between. When there are number of cables of the same size in the same trench it becomes difficult to identify the particular cable at time of maintenance. Therefore, identification collars bearing L.I. number of the cable shall be tagged to all the cables. The identification collars shall be provided at an interval of not more than 2 meters.

#### **1.6.2 Cable Pulling through ducts: Item code – PLD**

Before starting the cable pulling work, the duct and manholes/hand must be cleaned and made free from obstructions so that cable is not damaged while pulling. The contractor shall be adequately equipped with tools and the equipments like-continuous steel rod, winch machine, cable hauling rope fittings, swivels, hauling



No. AGM (CC)/4-10 /Copper cable/West/2018-19 dtd. at BG - 27, the 21/12/2018 eyes, cable grips etc. to carry out the cable pulling work through ducts in a professional manner. As the cable pulling through ducts is a 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 supervisors responsible to carry out this work are fully trained and have sufficient experience.

### 1.6.3 Placing of Half Round RCC Pipes/Stone Slabs/PreCast RCC slabs /Layer Of Bricks

#### Item code – WPL

After laying of 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 a mechanical protection, as the telecom cables are vulnerable to damages due to excavations by other agencies. The warning/ protection layer of half round RCC pipes/ stone slabs/ pre cast RCC slabs/ bricks is laid as per following schedule depending upon the size of the cables and depth of trench.

SL	Size of cable	Depth (In Cms.)	Warning Layer / Protection
1.	200 pairs & below	All depths.	Bricks /stone slabs
2.	400 pairs & above	Upto 80 cms.	Bricks/ stone slabs
3.	400 pairs and above	Below 80 cms.	Half round RCC Pipes/stone Slabs/Pre cast RCC slabs /Bricks

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 100mm dia RCC Pipe and above 400 pairs cables 150mm dia RCC Pipes shall be required.

#### 1.6.4 Layer of Bricks:

Well burnt non-modular bricks of nominal size 229 mm (+/- 4mm)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 kilometre 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.

#### 1.6.5 Back Filling and Compacting of the Excavated Trenches:

After laying the cables and providing warning/ protection layer as per specification, 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 made motor-able as soon as the work is completed. The permanent reinstatement of roads and pavement shall be done by the local authorities or by the contractor, if the local authorities insist for the same at the rate approved for the different surface reinstatement.

#### 1.7 Erection of Pillars:

The pillars should be installed in safe places on footpaths at suitable location convenient and accessible for maintenance. The positions close to the edge of footpaths, near transformers or below Electric Lines particularly H.T Lines 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 pillar 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.

##### 1.7.1 Construction of RCC Plinth for Pillars and Erection of Pillars :

#### Item code - COPP

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 + 30cms. Width = D + 30cms. Depth = 110 cms,  
where W = Width of the pillar shell, D = Depth of the Pillar Shell.

After digging the pit for casting the plinth of the pillar, a G.I. plate of size 300 mm x 300 mm and 4mm 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 to 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.

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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 R.C.C. 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 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 frame 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 frame 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 10mm bolts embedded in RCC formwork firmly and terminating the earth wire on the C.T. Box mounting frame inside.

#### **1.7.2 Painting and sign Writing of Pillars:**

The pillar shell should be cleaned thoroughly and one coat of red oxide 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 grey paint of reputed brand on all surfaces. Once the grey paint dries up, the sign writing shall be done after cleaning the surface with dry cloth, with white enamel paint of reputed brand. Sign writing shall be carried out in capital letters of height 10cms. and width 7.5 cms.(4" x 3") and as per instructions of Engineer-in-charge. The following contents shall be sign written on the face of the shell:

- Logo of BSNL
- 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.

#### **Erection of D.Ps      Item code - DP**

The distribution points (D.P.s) are fitted on poles, walls or in the staircase walls easily accessible for maintenance, to terminate distribution cables coming from pillars. There are two types of D.P.s which are required to be erected. a) External D.P b) Internal D.P.

The items of work involved in erection of a D.P are as under:

#### **External D.Ps :**

- Fitting of post with all components i.e. Hamilton tubes (normally A4BC or BC), socket cap and spikes.
- Digging pit for the post.
- Fitting sole plate in the assembled tube and lowering the assembled post in the pit.
- Re-instating and consolidating after making the post upright and rigid.
- Preparation and installation of stay(s).
- Pulling the L.I. cable (5 pair/10 pair /20 pair) 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.).
- Painting & sign writing of the D.P post. The D.P post shall be painted with enamel paint of reputed brand in three coloured bands of ten inch each (Red , Blue and Red). The painting of lower red band will start 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 DPs in the SSA will be given by Engineer-in-charge.

**Internal D.Ps :** The items of work in erection of internal D.Ps are as under : Fixing of 20/32 mm G.I pipe with the help of clamps, nail and saddles at every 30cms The clamps should be made of 25 mm wide and 3 mm thick G.I. strips properly galvanized.

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Pulling of L.I. cable ( 5 pairs/ 10 pairs/ 20 pairs/ 50 pairs through 20/32 mm dia G.I pipe of approximately 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 raw plugs/ wodden gatti and screws.

Painting & sign writing of the D.P . The sign 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
- Number 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

## **2.0 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 frame work and line side tag blocks are fitted on verticals. In BSNL, 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 verticals are numbered 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. The 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 from top to bottom in a column as A1,A2.....;B1, B2.....; C1, C2.....& D1, D2.... The tag in a tag blocks 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 thus terminated primary cables and B & 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 pillar 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 on MDF and pillars “ includes: Fixing of tag blocks on MDF vertical/ C.T. boxes in pillars., Drawing the cable into the pillar and removing the cable sheath for required length., Providing earth continuity with the armour of the cable(s),Cleaning the insulated conductors and covering the formed bunches with PVC sleeve /tape. ,Termination of cable pair in tag blocks/C.T. Boxes., 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.

## **3.0 Jointing of cables and End to End testing**

“A chain is as strong as its weakest link “hence the quality of external plant 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, it is not only loss of capital but also the department loses the potential revenue by not able to provide the connections. In view of these facts, the quality of jointing work is of immense importance and therefore, the jointing work should be done by experienced jointer 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) Straight joint: for connecting all the pairs of two cables
- 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.

The items of work involved in jointing are as under:

#### **4.0 Straight and Branch Joints:**

- 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.

#### **5.0 Teeing work involved in Area Transfer/Re-arrangement work**

The following works are involved in teeing for Area Transfer/ Re-arrangement work., Digging pit for the joint.. Operating the cable and numbering out.. Putting sleeves with indicator slip on cable pairs.. Jointing with new cable i.e Tee joint. ,Conducting correspondence test between old D.P and new D.P on MDFs., Closing the joint by Thermo shrinking if required before releasing the Tee.

- a. **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.),Providing protection to the joint with half round RCC pipe/stone slabs/pre cast RCC slabs., Back filling and compacting., 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 is worth a pound of cure”**. In case of some pairs missing, the defects should be rectified at this stage itself, as the 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 trapping in the cavities will result into low insulation fault at a 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 BSNL supervising the work

Date of joint

**6.0 End-To-End Testing :** The cables are to be tested for continuity of pairs and electrical and transmission characteristics 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 BSNL issued by T & D circle. Broadly the following parameters are tested (I) insulation (ii) cross insulation (iii) continuity (iv) loop resistance (v) transmission loss (vi) cross talk level.

#### **7.0 Cable Route & Joint Indicators:**

##### **Item code – RJF**

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 over wide 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 Joint Indicators should be provided in the alignment of the trench 2 meter 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 approximately 250 mm X 150 mm and top 200mm x 75 mm and height 1000mm. The indicators shall be supplied by BSNL. For fixing the route/ joint indicators, the pits of size 60 cms x 60 cms. And 75 cms 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 cm by concrete mix of 1:2:4 ( 1 Cement, 2 Coarse sand and Stone aggregate of 20mm nominal size). Necessary curing shall be carried out 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.

**Item code – PVC:** Laying and fixing of 20 mm PVC Pipe on the walls of multi storied buildings to pull 10 pair/ 20 pair UG cable for Block Wiring.

### **8.0 Documentation: Documentation for U/G Item code - DOC**

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 include the following:

**Route Diagrams:** Preparation of route diagram depicting alignment of cables on roadsides on a geographical map of the pillar area/ exchange area. The Route Index Diagrams should be prepared with (X-Y) coordinates to the scale of  $\pm 1$  mtr and should be clearly mentioned on the Diagram for every interval of 50 mtrs along the Road/ Routes. The details of X-Y coordinates should compulsorily mentioned on the diagram wherever the culverts/ cross roads/ Routes come across. while submitting the bills, the soft copy of the Route Index Diagram along with the hard copy should be submitted.

**Pillar cards:** The pillar cards shall show the termination details of primary as well as distribution cables in the pillar. **These cards shall be prepared in A-4 size sheets of 75 GSM.**

**MDF Termination Cards:** The MDF termination cards shall provide details 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 75 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 of the documentation 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 bear 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.

- Name of the SSA
- Name of the exchange system
- Name of the contractor
- Name and number of the pillar/exchange system
- Work order No.
- Date of commencement of work
- Date of completion of work

The contractors shall supply 6 copies of bound documents as one set of Documentation the rate for one set of documentation is given in standard schedule rates.

### **9.0 Preparation of Documents in general**

The documents should be prepared in the bound sets which will contain the following:

The route diagram indicating the road, Hand holes, Number of Pipes, Important land marks in one sheet.

The detailed profile of the Cable Construction route to be drawn in A4 sheet indicating the following details

The offset – every 10 m interval

Land marks – minimum one per 30 m

The depth of the trenching profile – every 10 m interval

Hand holes

Number of Pipes / Cables and colour.

Other utilities running parallel or crossing the route.

The documents should be prepared for each route of 1 KM in computer using drawing tools of MS Office and six bound copies as a set should be made over along with a soft copy. The drawings will be accepted by the Engineer in charge after verifying the correctness, usability.

The contractor is responsible to carry out the underground Cable laying for a small stretch /road crossings by using HDD/Mole machinery wherever trenching can not be done.

### **10.0 SAFETY PRECAUTIONS:**

#### **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,

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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 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 contacted to do the needful. If an electric cable is damaged even slightly, it 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.

**Electric shock – Action and treatment :** Free the victim from the contact as quickly as possible. 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 energised 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.

**Safety precautions while working in public street and along railway lines**

Where a road or footpath is to be 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 will 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.

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

**Care when working in Excavations :** Jumping into a trench is dangerous. If it is deep, workmen should be encouraged to lower them selves. 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.

**Danger of cave in:** When working in deep trenches in loose soil, timbering up/ shoring the sides 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.

**Protection of Excavations:**

Excavations in populated areas, which are not likely to be filled up 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 flag 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 above mentioned 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.

**Precautions while working on roads :** The period between half an hour after sun-set and half an hour before sunrise, and any period of 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

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public must at all times be protected with fencing of rope tied to strong upright 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 . 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 1.25m along the width and 6m along length of the obstruction in non-congested areas, but 4 metres 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 1.25m above the ground and close to the excavation. Where any excavation is not clearly visible for a distance of 25m 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 10m from the junction of an entering or intersecting road in which the excavation exists. All warnings, in these should have a red background and should be clearly visible and legible. All warning lamps 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 carriageway should be guarded adequately for their own protection and also that of the public.

**Traffic Control :** The police authorities are normally responsible for the control of traffic and may 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 by the local authorities, these should be followed.

**Work along Railway Lines:** Normally all works at Railway crossing are to be done under supervision of the railway authorities concerned, but it is to be borne in mind that use of white, red or green flags by BSNL staff is positively forbidden ,to be used when working along a railway line as this practice may cause an 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.

**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 explosives ,fuses and detonators normally used for making trenches for cable works are detailed below :

Gun power, Nitrate Mixture, Gelatin, Safety fuse, Electric Detonator, Ordinary Detonator.

#### **Procedure**

A detailed survey of the route is to be done to assess the length of the section where 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 explosives are to be used. For the purpose of obtaining License, a longer length of route should be given in the application as in many cases, after digging, rocks appear where blasting was not initially anticipated. Next a license will have to be obtained for use and storing of explosive in that section. If the area falls under a police commissioner, the authority for granting such license is the police commissioner of the concerned area. When the route does not fall in the jurisdiction of a police commissioner, the authority for issuing license is the District Magistrate. The concerned authority should be applied in prescribed form with a route map. The concerned authority will make an enquiry and issue a license for using/ storing explosives for cables trenching work. Such license will be valid for 15 days only. The license should be got renewed if the blasting operation need to be extended. Once the license is granted, it is the responsibility of the holders of the license for the proper use of explosives, its transportation and storing.

**Method of using :** The safest explosive is the gelatin and electric detonator. Gelatin is in the form of stick. Electric Detonator is a type of fuse used for firing the explosive electrically. Holes are made at suitable Intervals on rocky terrain or boulders either by air compressor or by manual chipping. The depth of the holes should be 2 to 3 ft. Fill up the holes with small quantity of sand for about 6". First the electric detonator is to be inserted into the gelatin and the gelatin is to be inserted into the holes keeping the +ve and -ve wirings of electric detonators outside the holes. Again refill the holes with sand. These +ve and -ve insulated wires of detonator are then extended and finally connected to an EXPLoder kept at a distance of not less than 100m. Now the explosive

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is ready for blasting. But, before connecting wires to exploder for blasting, all necessary precautions 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.

**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 injection moulded housing. The exploder is held with the left hand. The twist handle is applied to the drive pin, clapped with the right hand turned in the clockwise direction in continuous measurements at the highest speed from the initial position until it reached to a stop. At this stage an indication lamp will glow. When the indication lamp glows “press button switch” should be pressed. This will extend the electric current to detonator and the gelatin will be detonated. The rock will be blasted out of trench. Number of holes can be blasted in a single stroke by connecting all such detonators 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.

**Warning:** There may be two reasons for unsatisfactory results of the blasting. a) Misfire of gelatin due to leakage of current from detonator. b) Overloading because of overburdens. Never pull the broken wire pieces from the holes in such case. Attempt should not be made to re-blast the misfired gelatin. The safest way is to make a fresh hole by its side and put fresh gelatin in that hole and blast it.

**Precautions:** The abstract of Explosives Rules 1983 which are relevant to our work is given below.

**Restriction of delivery and dispatch of explosives:** No person shall deliver or dispatch any explosives to any one other than a person who is the holder of a licence to possess the explosives or the agent of a holder of such a licence duly authorised by him in writing on his behalf or is entitled under these rules to possess the explosives without licence. The explosives so delivered or dispatched shall in no case exceed the quantity which the person to whom they are delivered or dispatched is authorised to possess with or without a licence under these rules. No person shall receive explosives from any person other than the holder of a licence granted under these rules. No person shall receive from or transfer explosives to any person for a temporary storage or safe custody in a licensed premise unless prior approval is obtained from the Chief Controller. Person holding license for possession of explosives granted under these rules shall store the explosives only in the 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 Specifications No. 2309 as amended from time to time. The connections 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 in conspicuous place in the building.

**Precaution during thunder-storm:** When a thunder - storm appears 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 magazine or store house and the magazine and the store house shall be kept closed and 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 Officer.

**Explosives not to be kept in damaged boxes:** The licensee of every magazine or store house shall ensure that, the explosives are always kept in their original outer package. In case, the outer package gets damaged so that the explosive contained there in cannot be stored or transported, such explosives shall be repacked only after the same are examined by controller of explosives.

**Storage of explosives in excess of the licensed quantity:** The quantity of any kind of explosives kept in any licensed magazine or store house shall not exceed the quantity entered in the license against such kind of explosives. No explosives in excess of the licensed 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.

**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 that 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 explosives, detonators and fuses shall be removed from the vicinity of the holes 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



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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 white 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 locations and no extra hole has been drilled. The agent shall then prepare the necessary charge separately for each bore hole. The bore holes shall 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. 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 the necessary charge for the bore holes. The top most cartridge shall be connected to the detonator which shall in turn be connected to the safety fuses of 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 in to 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 fired 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 lighted 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 bore holes 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 crosser( 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 boreholes.

a. The Contractor's agent shall be very careful when the tamping is damp dry extract the tamping with a wooden scraper and withdraw the primer and detonator.

b. 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. This 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.

**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 light the fuse, shall withdraw to a safe 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-Chief in writing.

**Precautions against misfire:** The safety fuse shall be cut in an oblique direction with a knife. All saw dust shall be cleaned from inside of the detonator. This can be done by blowing down the detonator and tapping the one end. No tools shall be inserted into the detonator for this purpose.

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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. Waste proof fuse only shall be used in the damp borehole or when water is present in the borehole.

If a misfire has been found to be due to defective fuse, detonator or dynamite, the entire consignment from which the fuse, detonator or dynamite was taken shall be got inspected by the Engineer-in-chief or his authorised representative before resuming the blasting or returning the consignment.

**Precaution against stray currents:** Where electrically operated equipment is used in locations having conductive ground or continuous metal objects, tests shall be made for stray current to ensure that electrical firing can proceed safely.

#### **11.0 FINAL REINSTATEMENT**

For final reinstatement, the following are the description and specifications of works for different surfaces as per the Bangalore Mahanagara Palike requirements which are to be met strictly.

**Note 1:** The type of surface, width and length shall invariably be mentioned in the permission granted by BBMP, BDA and in the work order issued by BGTD.

**Note 2:** Whenever refilling with coarse sand is involved, the required quality of sand shall be brought from outside. The work of refilling shall be done in the presence of site engineer only.

#### **Specifications for back filling of trenches up to slab base:**

##### **Footpaths**

**a. Using available red earth** The excavated red earth / murrum shall be refilled and well compacted using mechanical compactors / pneumatic tampers in layers of 15 cm, watering the layers to optimum moisture content.

**b. Using sand** The trench shall be back filled with sand when the earth met with is not red earth or murrum, using coarse sand in the FM range of 2.5 to 3 and well compacted using mechanical compactors in layers of 15 cm, watering the layers to optimum moisture content etc. complete as per detailed specification. The trench shall be never flooded to achieve compaction of sand.

**c. Burnt stone slab** Reinstatement of base and super structure for foot paths  
Reinstatement of footpath paved with Burnt stone slab including compacting the surface before relaying and setting the stones and bringing the surface to grade and line to adjoining surface and pointing the joints with 1:3 mortar, curing etc.

**d. Interlocking blocks** Reinstatement of foot paths paved with interlocking blocks including spreading sand to the required thickness compacting and laying the blocks and bringing the surface to grade and line to adjoining surface also supplementing sand and interlocking blocks if required etc

**e. Chequered cement concrete tiles** Reinstatement of footpaths paved with Chequered cement concrete Tiles including providing base concrete of 75mm thick compacting and fixing tile in Cement Mortar of 1:3 proportion and bringing the surface to grade and line to adjoining surface, also supplementing base concrete and chequered tiles if required etc.

**Road surfaces** The trench in carriage way shall be back filled with only sand using coarse sand in the FM range of 2.5 to 3 and well compacted using mechanical compactors in layers of 15 cm, watering the layers to optimum moisture content etc.

**a. Water bound Macadam surface Relaying** of water bound macadam (WBM) surface by providing, laying, spreading and compacting stone aggregates of specific size to water bound macadam specification for thickness not less than 20 cm including spreading in uniform thickness and compacting using mechanical tamper in layers adding requisite type of screening / binding materials to fill up the interstices of coarse aggregates, watering etc.

**b. Mix seal Surfacing** Reinstatement of Mix Seal surfacing by providing, laying, mix seal surfacing with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade, in hot mix plant laying to the required thickness compacting with mechanical tamper with all material labour etc.

**c. Bituminous macadam** Reinstatement of Bituminous macadam by providing, laying, Bituminous Concrete with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade, in hot mix plant, laying to the required thickness compacting with mechanical tamper, with all material labour etc.

**d. Dense Bituminous Macadam** Reinstatement of Dense Bituminous Macadam by providing, laying, Bituminous Concrete with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade, in hot mix plant laying to the required thickness compacting with mechanical tamper with all material labour etc.

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**e. Bituminous Concrete** Reinstatement of Bituminous Concrete by providing, laying, Bituminous Concrete with specified graded crushed aggregate premixed with bituminous binder of 80/100 grade, in hot mix plant laying to the required thickness compacting with mechanical tamper with all material labour etc.

**CONCRETE:** Providing and laying granite or basalt or trap jelly cement concrete using 40 mm and down size jelly for foundation laid in 15 cms thick layer and well compacted including curing etc., complete in CC 1:2:4. Providing and laying granite or basalt or trap jelly cement concrete using 20 mm and down size jelly including mixing, laying, tamping, curing and finished for exposed faces with necessary centering form work etc., complete (CC 1:3:6). Depending upon the area where road crossings have to be done and also permission from police authorities to be obtained, this work may have to be carried out in the night and the work has to be completed before next day morning, so as not to disrupt traffic. In case of very large road crossings, it has to be done in portion and the portion that has been done has to be completed before the next day morning.

**Layer Thickness for Asphalt Road of various categories**

		Category of road			
		a	b	c	d
1	WMB(mts)	0.232	0.232	0.232	0.150
2	BM(mts)	0.050	0.050	0.050	--
3	DBM(mts)	0.075	0.050	--	--
4	BC(mts)	0.040	0.040	0.040	--
5	Chip Carpet(mts)	--	--	--	0.025
	Total Thickness	0.397	0.372	0.322	0.175

**Calculations of Reinstatement Charges for different category of roads**

Particulars	Basic Rate in cum	Category of Roads							
		a	COST	b	COST	c	COST	d	COST
WBM(mts)	989.25	0.232	229.506	0.232	229.506	0.232	229.506	0.15	148.3875
BM(mts)	1861.6	0.05	93.08	0.05	93.08	0.05	93.08	--	
DBM(mts)	8095.65	0.075	607.17375	0.05	404.7825	--		--	
BC(mts)	8881.4	0.04	355.256	0.04	355.256	0.04	355.256	--	
Total Thickness		0.397	1285.0158	0.372	1082.6245	0.322	677.842	0.175	148.3875

**SUPPLY OF MATERIAL AT SITE:**

Bricks (Table molded) of 'B' class 9" x 4.5 " with ISI No IS-107/76-III Revision with stipulated tolerance and RCC Hume pipes and collars and also semi-circular pipes conforming to ISI No 458/1988. The rates are to be quoted by the contractors. Pipes should be of 2 meters length. If less, proportionate rates will be paid. For covering joints one meter length semi-circular pipes will be required.

**TRANSPORTATION OF CABLE DRUMS TO WORK SPOT:**

- Transportation of cable drums from stores to work site also will be the responsibility of the contractor including loading and unloading. The following operations must be carried out very carefully and it must be ensured that no cable is damaged under any circumstances. Use always lorries for transporting the cable drums. Use crane for loading and unloading cable drums from lorry. If crane is not available, use ramp/tripod with chain pulley for loading and unloading. Do not drop cable drum to the ground under any circumstances. Check the condition of the cable whenever any cable drum is received from the stores. If a cable drum is to be transported to a short distance (Say a few yards) roll the drum always in the direction of arrow indicated on the drum.

**SPECIAL NOTE & PRECAUTIONS TO CONTRACTORS REGARDING CABLE CONSTRUCTION/ROAD REINSTATEMENT/REPAIR WORKS TO BE DONE TO THE SATISFACTION OF THE RESPECTIVE CORPORATION/MUNICIPALITIES.** The percentage rate quoted shall be inclusive of clearance of site prior to commencement and after completion of the work in all respects and will hold good for the work under all conditions of sites, moisture and weather etc. All the works should be carried out in accordance with the standard specification of the Indian Standard Institute, National Building Code and other specifications of the corporation/municipality and as per directions of the

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Officer-in-Charge of the work. The contractors at his own cost will supply materials at site. The Percentage rates should be inclusive of all leads, lifts, loading, unloading and incidental charges and taxes (local or general). All materials should conform to ISI standard specifications and such other standards as may be prescribed by the BSNL and or the corporations or municipalities. The percentage rates quoted shall be inclusive of providing barricades, putting up danger signs/lights, watchman etc., till completion of work. Following guidelines and precautions are to be followed for trenching and cable laying:

**TRENCHING:** After getting the work orders, the work site should be surveyed along with the construction unit personnel permit from proper authorities should be collected along with traffic police permit wherever necessary. Pilot pits should be taken at suitable points. Trench should be marked and trenching should be taken to lay cable below all the other installations except power cables and care should be taken to identify power cables. Caution Board, red flags and Road barricades should be used liberally. In addition flickering lamps or red lamps should be provided during night along with number of cone reflectors. Necessary wooden/steel plates may be provided at intervals across the trench for public to cross conveniently. Restrict the use of crowbars only to the removal of hard upper crust of the earth and for levering stones. Use pick axes and pharaohs for further trenching. Take care not to damage the existing underground plant/services while trenching. Intimate to the concerned utilities if any of their plant/services are damaged while trenching. Power cables should be avoided. Trench should be straight as far as possible and stack the excavated earth properly. Get the trench acceptance tested. A/T should be informed 24 hours well in advance.

**TRENCHING ACROSS ROADS: PRECAUTIONS:** Use road crossing pipes to lay cables across roads and streets. Requirement of RCC pipes should be ascertained and collected in advance. Provide flicker lamps, continuously lighted lamps and red flags while working on roads. In case of broad roads, complete the pipe laying for the first half of the road and then the second half to allow smooth flow of traffic. Bury the pipes sufficiently deep (the axis of the pipe alignment should be 1 meter below the road surface). Leave guide wires inside spare pipes.

**PAYING OUT AND LAYING CABLES:** Use cable drum jack and spindle for paying out the cables. Rotate the cable drums in the direction of the arrow indicated on the flange. See that the mazdoors who pull cable do not cluster at one point and that they are distributed through out the length of the pulling portion of the cable. While laying, never bend the cable to a radius smaller than 9 times the overall cross sectional diameter of the cable. Trench should be cleaned for any fallen stones etc., before actual laying. While pulling cable through pipe make sure that cable is not damaged at the mouth of the pipe. Use grease on the cable to reduce friction. Put soft earth for 6 inches over the cable. Replace the warning bricks of other utility services if they got disturbed while trenching. Measurements should be taken and entries made in the Measurement Book by Construction Officer. The contractor or his representative should sign in the Measurement Book having accepted the measurement. Use the correct key to lift manhole covers. Obtain assistance to lift heavy covers. Place manhole guards or barricades around all open manholes. Do not locate equipment where it is likely to cause interference or injury to the public.

**Special conditions of contract:** PGM, BGTD reserves the option of awarding the Reinstatement of Road/ Foot Path etc. as per BBMP specification along with cable laying to the same contractor or to any other separate agency.

### Section III

#### Part –C: Schedule of Requirements

The schedule of requirement under this tender is Trenching 30 Km ( for 5 pair ) 20 Km (for 10 pairs & above ) - 15Kms of HDD (for 10 pairs & above ) & of Copper cable for development works by open trenching /HDD in West area of BGTD. The work is to be carried out as per the field requirements. The unit cost w.r.t. each component of works will be as per the schedule of rates in Section X.

## SECTION IV

### PART - A.

#### General Instructions to bidders

#### A INTRO DUTION

##### 1 DEFINITIONS

- a. President of India: The President of India means the President of India and his successors.
- b. Government of India: The Government or Government of India shall mean the President of India
- c. BSNL means **BHARAT SANCHAR NIGAM LIMITED**, the company with Board of Directors and Chairman & Managing Director, with Head Quarters at New Delhi.

All references of:

Department  
Chief General Manager  
Principal General Manager  
General Manager  
Deputy General Manager/Area Manager/Director/Telecom Dist. Manager  
Assistant General Manager  
Sub Divisional Engineer  
Junior Telecom Officer  
Chief Accounts Officer  
Accounts Officer  
Assistant Accounts Officer  
Junior Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean BSNL, an enterprise under the Ministry of Communications, Government of India

Department in the document means department of **BHARAT SANCHAR NIGAM LIMITED**

- d. **The SSA Head** means the Head of SSA , **PGM, BGTD** and his successors
- e. **The General Manager** means the General Manager (NW-CFA), BSNL, or any other GM of Bangalore Telecom District and his successors.
- f. **The Deputy General Manager** means all the Deputy General Managers, Area Managers of Bangalore Telecom District
- g. **The Assistant General Manager** means all the AGMs of Bangalore Telecom District in charge of underground cable works and their successors.
- h. **Representatives of the AGM** means the Officer and staff for the time being in the Bangalore Telecom District deputed by the AGM for supervising the works etc.
- i. **Bangalore Telecom District** – Secondary Switching Area covered by Bangalore District.
- j. **The jurisdiction of PGM, BGTD:** The jurisdiction of **PGM, BGTD** means full SSA under his control for Telecom Administration and service.
- k. **Representative of PGM, BGTD:** Representative of **PGM, BGTD** means Officer and staff for the time being in “BGTD” deputed by the **PGM, BGTD** for inspecting or supervising the work or testing etc.
- l. **Engineer-in-charge:** The Engineer-in-charge means the Engineering Officer nominated by PGM, BGTD to supervise the work, under the contract (Minimum AGM level Officer).
- m. **Site Engineer:** Site Engineer shall mean an SDE of BSNL who may be placed by the **PGM, BGTD** as in-charge of the work at site at any particular period.
- n. **A/T Unit:** A/T Unit shall be mean Acceptance and Testing Unit of BSNL.
- o. **A/T Officer:** An Officer authorised by **PGM, BGTD/A/T unit** to conduct A/T.
- p. **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them. The expression works or

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work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- q. **Contractor:** The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- r. **Works:** The expression “**Works**” shall unless there is something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- s. **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the **standard** schedule of rates mentioned in the document.
- t. **Site:** The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- u. **Normal Time or Stipulated Time:** Normal time or stipulated time means time specified in the work order to complete the work.
- v. **Extension of Time:** Extension of Time means the time granted by BSNL to complete the work beyond the normal time or stipulated time.
- w. **Date of Commencement of Work:** Date of commencement of work means the date of actual commencement of work from the date of issue of work order.
- x. **Due date of completion:** Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- y. **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- z. **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

**B. ELIGIBILITY OF BIDDERS:**

2. The bidders are eligible to bid as per **clause No.4** “Eligibility Criteria for bidders” of NIT Section I Part A.

2.1 **EMD:** The bidder shall furnish the bid EMD of **Rs. 4.62 lakhs** in one of the following forms:

- a) Demand Draft/ Banker’s cheque drawn in favour of “**Accounts Officer - Cash(HQ), BSNL Bangalore Telecom District**” payable at Bangalore.
- b) Bank Guarantee from any scheduled bank drawn in favour of Principal General Manager, Bangalore Telecom District, Bangalore, which should be valid for **180 days** from the tender opening date.

**Note:** 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.

2.2 **Place of opening of Tender bids:**

BSNL has adopted e-tendering process which offers a unique facility for Public Online Tender Opening Event (TOE)’. BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE in the office of AGM (CC),City Telephone Exchange Building, S.R.Nagar, Bangalore-27, where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

2.3 Tender bids received after due time & date will not be accepted by the system.

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- 2.4** Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 2.5** PGM BSNL Bangalore Telecom District, reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 2.6** The official copy of tender document for e-bidding process of E-tender shall be available for downloading from <https://eprocure.gov.in>
- 2.7** The bidder shall furnish a declaration 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 E-tender Portal (<https://eprocure.gov.in>) - at section VII (K).
- 2.8** In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.  
**Note 3:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 2.9** All computer generated documents should be duly attested/ signed by the issuing organisation.
- 3 Participation of near relatives of BSNL employees in the Tender / Execution of works in BSNL Units:**  
It has been decided that the near relatives of BSNL employees either directly recruited or on deputation are prohibited from participation in the tender and execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs.
- I.** The near relatives for this purpose are defined as
- Members of a Hindu Undivided family,
  - Husband and wife,
  - The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter in law), daughter (s) & daughter's husband (son in law), brother (s) & brother's wife, sister (s) & sister's husband (brother in law)
- II.** As per Government of India's CCS Conduct rule, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person, if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. servant shall refer every such matter or contract to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head/circle Head/Chief engineer/ Chief Archt./corporate Office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head/ Chief Engineer/Chief Archt./ Corporate Office under whom he is posted.
- III.** The company/or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA / Circle/Chief Engineer/Chief Archt. / Corporate office for non-executive employees and all SSA in a Circle including Circle office/Chief Engineer /Chief Archt. / Corporate office for executive employees (including those called as Gazetted officers at present). Therefore, it has been decided by the competent authority that the tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. The certificate will be given by the proprietor in case of proprietorship, , by all the partners in case of partnership firm and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
- 4.** The declaration duly signed that tenderer having no relatives employed in BSNL should be enclosed with tender form (As per Proforma given in Section – VII (G)
- 5.** The firm/party BLACK LISTED by Central Government/State Government or any unit of BSNL shall not be eligible for bid .Suppression of this information at the time of filling of tender at section VII(D) and subsequently, will amount to automatic rejection and forfeiture of all deposits at any stage.

**C. BID DOCUMENTS:**

**6. The Bid Documents:** The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents.

**6.1. The Bid Documents include:**

- 6.1.1** Notice inviting Tender
- 6.1.2** Bid Form
- 6.1.3** Tenderer's Profile.
- 6.1.4** Special Instruction to bidder regarding e-tendering
- 6.1.5** Instruction to Bidders.
- 6.1.6** General (Commercial) Condition of the contract.
- 6.1.7** Special Conditions of Contract.
- 6.1.8** Scope of work & Jurisdiction of Contract.
- 6.1.9** U/G Cable Construction Specifications
- 6.1.10** Material Security Bond Form.
- 6.1.11** Agreement (Sample).
- 6.1.12** Letter of Authorisation for Attending Bid Opening.
- 6.1.13** Rates of Empty Cable Drums
- 6.1.14** Schedule of Rates
- 6.1.15** Financial bid form

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

**7. CLARIFICATION ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify BSNL by mail at the department's mailing address indicated in the invitation for Bids. BSNL shall respond in writing to any request for clarification of the Bid Documents, which it received not later than 21 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by BSNL will form part of the bid document.

**8. AMENDMENT OF BID DOCUMENTS:**

- 8.1** At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.
- 8.2** The amendments shall be notified in writing through E-tender portal to all prospective bidders on the address intimated at the time of purchase of the bid document from the Purchaser and these amendments will be binding on them.
- 8.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

**D. PREPARATION OF BIDS:**

**9. COST OF BIDDING:**

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

**9.2. DOCUMENTS TO BE SUBMITTED ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

- 9.2.1** The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:
  - 1. Bid Security in accordance to NIT Section I.
  - 2. Cost of bid documents as per NIT Section I.
  - 3. The bidder should have successfully completed a minimum 30 Km of UG copper cable laying works by open trenching/ HDD method in BSNL/MTNL/other PSUs /Govt. Department/ Private Telecom service providers during the last 5 years ending 31.03.2018.



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As documentary evidence for having executed a work of same or more volume satisfactorily, the copy of experience certificate issued by the competent authority not below the rank of AGM/DE or equivalent in BSNL/MTNL and duly attested by an officer not below the rank of SDE/AE/ Gazetted Officer shall be submitted along with bid and in case of certificate issued by any other government department/PSUs/Private service telecom providers, the same should be duly attested by Gazetted officer.

4. The bidder should have a combined financial turnover of 50 lakhs during the last 3 financial years of
  - i) 2014-2015
  - ii) 2015-2016
  - iii) 2016-2017The same should be supported by Profit & Loss account statement duly certified by the Auditors/CA.
5. Solvency Certificate in original from the banker of the tenderer for Rs.5 lakhs. The solvency certificate shall not be older than the date of issue of NIT. **Tender No. should be mentioned on Solvency Certificate.**
6. Registration of Firm:
  - i. Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm, on a non-judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
  - ii. Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.
  - iii. Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.
7. Indemnity Bond Declaration as per format given in Section VII (D). **Tender No. should be mentioned on Indemnity Bond.**

(It should be on Non judicial stamp paper of Rs.100/-duly attested by a Notary Public or registered before Sub-Registrar of the State(s) concerned).
8. Self attested copy of Employee's Provident Fund Registration certificate.
9. Self Attested copy of ESI registration certificate. In case any exemption from ESI Act, certificate in that effect to be enclosed.
10. Self attested copy of GST Registration Certificate and GSTIN No.
11. Tender document(s), in original, duly filled in by tenderer or his authorised representative. The bidder shall upload a certificate in his letter head stating that he has read, understood and complied the contents of the document.
12. Bid Form, duly filled in, and signed as per section IX Part A.
13. Tenderer's profile, duly filled in, and signed as per section VIII of the tender document.
14. 'Power of Attorney' in ORIGINAL (Section VII (H)), in case a person other than the tenderer has signed the tender documents. The Power of Attorney should be submitted as follows:
  - a. The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub- Registrar of the states(s) concerned.
  - b. The Power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company /Institution/Body corporate. The latest minutes of the Board of directors authorizing the signatory to sign the document on behalf of the company should be furnished.
  - c. In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partners(s) in favor of the said Attorney.
  - d. Attestation of the specimen signatures of such authorized signatory of the bid by the company's/firm's bankers shall be furnished. Name, designation, phone No. Mobile No, e-mail address and postal address of the authorized signatory shall be provided.
15. Self attested copy of PAN card
16. Self attested copies of income tax returns for the last 3 assessment years, i.e
  - (i) 2015-2016

(ii) 2016- 2017

(iii) 2017-2018

17. Declaration in case of web downloaded document as per format given in Section VII (K)

18. Certificate in the format given in Section VII (G) regarding non-participation of near relatives of BSNL employees as per Para 3 of Section IV Part A.

**Note:** - The authenticity of all the above documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be canceled/terminated at bidder's Risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.

**9.2.2** All documents mentioned in 9.2.1 above are to be uploaded online.

**9.2.3 Offline Submissions:**

The bidder is requested to submit the following documents offline to AGM (CC), City Telephone Exchange Building, S.R.Nagar, Bangalore -560027 before 1300 Hrs of the day of e-bid opening ,in a Separate cover. This cover should be superscribed as "BID SECURITY AND ELIGIBLE DOCUMENTS FOR TENDER No..... issued on .... and the words 'DO NOT OPEN BEFORE' (due date & time).

1. The bank guarantee for Bid Security in Original shall be as per the format given in Section VII(A) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with telephone number and FAX number.
2. DD of **Rs.2,360/-** drawn in favour of "**Accounts Officer - Cash(HQ), BSNL, BGTD**", payable at Bangalore against payment of tender document fee.
3. Solvency Certificate in original from the banker of the tenderer for **Rs.5 lakhs**. The solvency certificate shall not be older than the date of issue of NIT.
4. Power of attorney in accordance with Section-VII(H)
5. A proof regarding current registration with NSIC for the tendered item will have to be submitted in case of Small Scale Industries for exemption from submission of bank guarantee against Bid security as prescribed in clauses 11.1 & 11.3 of Section IV Part A of the bid document.

**Note:** The Bidder has to upload the Scanned copy of all above said original documents during e-format Bid Submission.

**10 Rejection of the Bid:** While all the conditions specified in the Bid documents are critical and are to be complied, **special attention of bidder is invited to the following clauses of the bid documents.** Non-compliance of any one of which shall result in outright rejection of the bid.

- i. The bids will be recorded unopened if the bids are not complied as per clause 15 of section IV Part A
- ii. Clause 4 of Section I Part A and clause 9.2 of Section IV Part A: If the eligibility condition as per clause 4 Section I Part A is not met and /or documents prescribed to establish the eligibility as per clause 9.2 of section IV Part A are not enclosed, the bids will be rejected without further evaluation.
- iii. The bids will be rejected at opening stage if Bid security is not submitted as per Clause 11.1 of Section IV Part A and bid validity is less than the period prescribed in clause 13 of Section IV Part A.
- iv. Section IX Part B- Price Schedule: Prices are not filled in as prescribed in price schedule.

**11. BID SECURITY:**

**11.1** The bidder shall furnish, as part of his bid, a bid security (EMD) as in the NIT of Section I Part A of the Tender Document. No interest shall be paid by BSNL on the bid security for any period, what so ever.

**11.2** The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 11.7.

**The MSE 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 alongwith 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.
- 11.3** Bid Security shall be paid in the form of Crossed Demand Draft drawn in favour of “**Accounts Officer (HQ), BSNL BGTD**” payable at Bangalore or in the form of Bank Guarantee issued from any Scheduled Bank with a period of validity for **180 days** from the date of opening the Qualifying bid.
- 11.4** A bid not secured in accordance with para 11.1 and 11.3 shall be rejected by BSNL as non-responsive.
- 11.5** The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by BSNL.
- 11.6** The successful bidder’s bid security will compulsorily be converted to part performance security deposit. Hence if the Bid security is submitted in the form of Bank Guarantee, the successful bidders have to replace the Bank Guarantee with a new Bank Guarantee for the same amount with a validity of 2 years from the date of signing the agreement.
- 11.7 The bid security shall be forfeited:**
- 11.7.1** If a bidder withdraws his bid during the period of bid validity specified in the bid document including extension period of further 120 days.
- 11.7.2** If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL or
- 11.7.3** The bid security shall be forfeited:
- a. If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - b. If the bidder does not accept the LOI/ AWO and /or does not submit Performance Security Guarantee (PBG) /Material Security and sign the contract/ agreement in accordance with clause 29.
- Note:** - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.
- 12 BID PRICES:**
- 12.1** Prices shall be quoted by the bidder as percentage **below/above/at par** in section IX Part B (financial bid proforma) with respect to the Schedule of Rates vide section X which is exclusive of GST. However the successful bidder can claim the GST as applicable as extra on production of necessary bills. Prices quoted at any other place shall not be considered.
- Note:** If the bidder desires to quote below or above the schedule of rates, percentage quote is to be mentioned in figures as well as in words in the appropriate columns. In case if the quote is ‘At Par’ with respect to the schedule of rates, the same should be mentioned in words “At Par” at the respective column.
- 12.2** In case work allotted to a contractor is not done in stipulated period, any increase in GST, the additional expenses shall be borne by the contractor.
- 12.3** The contractor shall be responsible for transporting the materials, to be supplied by BSNL (At District Telecom Store) or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.
- 12.4** A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 12.5** The rate once approved will not be changed under any circumstance. No upward revision of rate is allowed during the entire period of contract and the extended period also.

**13 PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for **150 days** from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE.

**13.1** The bid once accepted will be valid for **150 days** from the date of acceptance of the bid.

**13.2** In exceptional circumstances, the BSNL may request the consent of the bidder for an extension of bid validity to 120 days.. The request and the response there to shall be made in writing. The bid security provided under the clause 11.1 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

**14 SIGNING OF BID:**

**14.1** The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

**14.2** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed digitally by the person or persons signing the bid.

**E. SUBMISSION OF BIDS :**

**15. SEALING AND MARKING OF BIDS:**

**15.1** The bid shall be 'Single Stage Bidding & Two envelope system'. The bid should be submitted online using Two Envelope methodology. The first envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 4 of Section I Part A & Section III Part B with Bid security as per Clause 11 section IV part A.

The second envelope will be named as Financial bid containing price schedules as per Section IX Part B.

Bid sealing is done electronically by encrypting each bid part with a symmetric pass phrase by the bidders himself. Please refer Section IV Part B for further instructions.

**15.2** Venue of Tender Opening: O/o AGM (CC), BGTD, City Telephone Exchange Building, S.R.Nagar , Bangalore-27.

**16. SUBMISSION OF BIDS:**

**16.1** Bids must be submitted online by the bidders as per instructions in Section IV Part B not later than the specified date & time indicated in the covering letter.

**16.2** The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

**16.3** The bidder shall submit his bid offer against a set of bid documents purchased by him as per requirement of the Bid Documents.

**17. LATE BIDS:**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

**18. MODIFICATION AND WITHDRAWAL OF BIDS:**

**18.1** The bidder may modify, revise or withdraw his bid after submission prior to the deadline prescribed for submission of bid.

**18.2** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

**18.3** Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

**F. BID OPENING AND EVALUATION:**

**19 OPENING OF BIDS BY PURCHASER:**

- 19.1** The purchaser shall open Bids **online**, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder's representatives, who are present; shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A Format is given in Section VII (C)).
- 19.2** Maximum two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3** The bids will be opened in two stages i.e. 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 & 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
- 19.4** The bidder's names, Item name, EMD amount & validity and acceptability, Information in respect of eligible bidders, Details of bid modification/ withdrawal (if any), and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of techno-commercial bid opening.
- 19.5** The bidder's names, Name of the Items, Quantities/prices quoted in the bid, discount, if offered, Taxes & levies and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of financial bid opening.
- 19.6** 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.

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

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

**21. PRELIMINARY EVALUATION:**

- 21.1** 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.
- 21.2** Arithmetical errors shall be rectified in the following basis. If there is discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. 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.
- 21.3** Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4** A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5** BSNL may waive any minor infirmity of 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.

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

- 22.1** BSNL shall evaluate in detail and compare the bids, previously determined to be substantially responsive.
- 22.2** The evaluation and comparison of responsive bids shall be on the percentage deviation (above/below/at par) offered and indicated in schedule of rates of the bid documents.
- 22.3** The comparison shall be made on total amount quoted for the entire quantity of works mentioned as a package.

**23. CONTACTING BSNL:**

- 23.1** No bidder shall try to influence BSNL on any matter relating to its bid, from the time of bid opening till the time contract is awarded.
- 23.2** Any effort by the bidder to modify his bid or influence BSNL in BSNL's bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.

**24. AWARD/PERIOD OF CONTRACT:**

- 24.1** BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 24.2** The work against the tender is for One Year requirement and the terms and conditions of this tender shall be operative for a period of One Year from the date of signing of agreement between BSNL and the contractor. The Tender is extendable for further period of 3 months on mutual consent.

**25. Selection Criteria**

- 25.1** Maximum 2 (Two) contractors are required for this tender works. However BSNL has got the discretion to allot additional contractors depending on the actual work requirement. Contractor will be selected from the technically qualified list based on their Financial Bid ranking. The successful contractors have to carry out the works in BGTD-West Areas including its Sub Urban/rural.

- 25.2** L-1, L-2 ... are financial rating of bidders in ascending order. L-1 is the lowest bidder.

**25.3 Distribution of quantity of work**

As per the requirement of this tender (2 contractors maximum), L1 bidder will be allotted 60% of the work. L2 bidder will be counter offered L1 rate and will be allotted 40% of the remaining work. In case of no of qualified bidders is less/more than the requirement, the allocation of work shall be as per the Table below:

No. of Bidders to be approved	Quantity to be allotted to the respective bidder				
	L1	L2	L3	L4	L5 and so on
One Bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50%	30%	20%	Nil	Nil
Four Bidders	40%	30%	20%	10%	Nil
More than four bidders	40%	In the inverse ratio of their evaluated quoted prices			

- 25.4** To reallocate the work keeping in principle subject to logistics and administrative convenience, percentage of work to be allotted to L-1 bidder and other bidders also varies as per the above Table, depending on the no. of contractors awarded. Performance of the Contractor will be monitored during the execution of the works and accordingly further works will be awarded.

- 25.5** In case of rate quoted by multiple bidders is same, BSNL reserves the right to accept or reject any tender or all tenders and the right to re float the tenders without assigning any reason.

- 25.6** Principal General Manager, BSNL, Bangalore Telecom District reserves the right to accept or reject any tender or all tenders and the right to re float the tender without assigning any reasons. BSNL also does not bind itself to accept the lowest offer. BSNL also reserves the right to distribute the work and ward the contract to any number of contractors, as and when required.

**26 BSNL'S RIGHT TO VARY QUANTUM OF WORK:**

(a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms & conditions at the time of award of contract.

(b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies/services from the existing vendors, the BSNL reserves the right to place the repeat order up to 50% of the quantities of goods and services contained in the tender / contract within the tender validity period at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing marketing conditions and the impact of reduction in duties and taxes etc.

**27 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL THE BIDS:**

BSNL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without

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thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's  
action.

**28. ISSUE OF LETTER OF INTENT:**

**28.1** The issue of letter of intent shall constitute the intention of BSNL to enter into the contract with the bidder. Letter of Intent will be issued as offer to the successful bidder/s.

**28.2** The bidder shall give his acceptance within **14 days** from the date of issue of Letter of Intent.

**29. SIGNING OF AGREEMENT:**

**29.1** The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by BSNL within a week of submission of material security.

**29.2** As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted into the Performance security deposit, which will be held by BSNL till the completion of warranty period.

**30. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply to sign the agreement as per clause 29 constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event, BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

**31. THE PRINCIPAL GENERAL MANAGER RESERVES THE RIGHT:**

To place the contract with one or more contractors as he may think fit, To allot any work partially or fully as he chooses, To complete the work through any other company referred to in the contract to meet any emergency if he is satisfied that the contractor is not in a position to complete the work within the period required.

To split up the work and award it to a number of contractors by dividing it in any fashion that is considered necessary.

Not to offer the items of works/supplies to contractors or withdraw certain items during the currency of the tender.

To allow two or more works, simultaneously, to any one contractor.

The Principal General Manager may terminate this agreement at his option at any time giving *14 days* (fourteen days) notice and that too without assigning any reason. In case of bad work, Principal General Manager may remove the same and have it replaced, deducting the value of the work rejected or the cost of replacing the same, as he may think proper from any amount due to the Contractor making this tender.

In the event of any damages sustained by the company due to the unsatisfactory execution or delays in carrying out the work by the selected contractor the Principal General Manager, besides forfeiting the security deposit as referred, is entitled to recover the cost of damages. The Principal General Manager's decision shall be final. The Principal General Manager reserves to himself the right to forfeit the entire security deposit or such portion thereof he may think, for improper reinstatement of the road made by the contractor.

The Contractor's heirs shall with the consent in writing of the Principal General Manager have the right to continue to perform the duties or engagements of the contract in case of death. In the event of the contractor with such consent as aforesaid, transferring his business and in the event of the contractor being a company and being wound up at any time during the period of this contract for the purpose and with the object of transferring its business to any person, persons or a company shall continue to perform the duties or engagements of the contractor under this contract and be subject to the liabilities there under.

## **Section IV**

### **PART B**

#### **SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

##### **General:**

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders', as given in Section-IV Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o Principal General Manager, BSNL, Bangalore Telecom District, has decided to use the (<http://www.eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry Of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

##### **1. Tender Bidding Methodology:**

Sealed Bid System -Single Stage – 2 Envelopes

Using - Two Envelopes.

In case of two envelope system 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)
2. Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP (e-portal)/Electronic Tendering System (ETS)
5. Download Official Copy of Tender Documents from CPPP(e-portal)
6. Clarification to Tender Documents on CPPP(e-portal)
  - Query to BSNL (Optional)
  - View response to queries posted by BSNL, as addenda.
7. Bid-Submission on CPPP(e-portal): Prepare & arrange all document/paper for submission of bid online and offline.
8. Attend Public Online Tender Opening Event (POTOE) on ETS (CPPP) Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on (CPPP)ETS (Optional) Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on ETS (CPPP) (Not applicable in this Tender).
12. Submission of offline documents in sealed envelope at AGM (CC), City Telephone Exchange Bldg., S. R.Nagar, Bangalore-560 027.
13. Please take care to scan documents that total 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.
14. Utmost care may be taken to name the files/documents to be uploaded on ETS (CPPP). There should be no special character or space in the name of file. Only underscores are allowed.
15. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -IX Part B. (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

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

##### **3. Digital Certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and to 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 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> ].

**4. REGISTRATION**

To use the NIC's Central Public Procurement Portal (<https://www.eprocure.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and to the e-procure link then select Bidders Manual Kit.

**Note :** Please contact NIC Helpdesk (as given below), to get your registration accepted / activated

Help Desk Nos:

Telephone No. 1800 233 7315

Email ID: [cppp-nic@nic.in](mailto:cppp-nic@nic.in) (Please Mark CC: support-nic@ncode.in)

**BSNL Contact :**

1. BSNL's Contact Person: Arokiaraj, AGM (CC)  
Telephone/ Mobile: 080-2212 1700  
**E-mail ID: agmccbgtd@gmail.com**

**5. Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents/Addendum/Addenda
- Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

**6. Offline Submissions:**

The bidder is requested to submit the following documents offline to AGM (CC), City Telephone Exchange Bldg., S. R.Nagar, Bangalore-560 027, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as "e-TENDER FOR TRENCHING, LAYING OF COPPER CABLE for Development Works in West Areas of BGTD", the Tender No. AGM (CC)/4-10/Copper Cable/West/2018-19/- dtd dd mm 2018 and the words 'DO NOT OPEN BEFORE' (Due date &Time).

1. EMD-Bid Security in Original in accordance with Clause 5.1 of Section-I Part A.
2. DD/ Bankers cheque of **Rs.2,360/-** drawn in favour of "**Accounts Officer – Cash (HQ), BSNL, BGTD**", payable at Bangalore against payment of tender document fee in accordance with Clause 2.1 of Section-I Part A.
3. Solvency Certificate in original from the banker of the tenderer for Rs.5 lakhs. The solvency certificate shall not be older than the date of issue of NIT.
4. Power of attorney in accordance with clause 9.2.1 sub clause15 of Section IV Part A (as per Proforma at Section-VII (H))
5. A proof regarding current registration with NSIC for the tendered item will have to be submitted in case of Small Scale Industries for exemption from submission of bank guarantee against Bid security as prescribed in clauses 11.1 & 11.3 of Section IV Part A of the bid document.

**Note:** The Bidder has to upload the Scanned copy of all above said original documents during e-format online Bid Submission.

**7. Special Note on Security of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself.

Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

#### **8. Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS (CPPP) has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

#### **9. E-Reverse Auction:**

**Note: This Clause is not applicable to this tender.**

#### **10. Other Instructions:-**

For further instructions, the vendor should visit the home-page of the E-Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), click on eprocure and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on the E-Portal.
2. Register your organization on the E-Portal well in advance of your first tender submission deadline on the E-Portal.
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the E-Portal.
4. Submit your bids well in advance of tender submission deadline on the E-Portal (There could be

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last minute problems due to internet timeout, breakdown, etc.)

**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the e- Portal, the fourth instruction is relevant at all times.

**11. 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.

**12. Vendors Training Program:**

**Note: This Clause is not applicable to this tender.**

**13. 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. Download price schedule/BOQ Section-IX Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.
3. BOQ Section -IX Part B file 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.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

## SECTION V

### Part A

#### GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

- 1 **APPLICATION:** The General conditions shall apply in contracts made by BSNL for the execution of work of Trenching, laying of copper cable for Development Works and Reinstatement etc.,
- 2 **STANDARDS:** The works to be executed under the Contract shall conform to the standards prescribed in the Optical Fibre Cable construction specifications.
- 3 Prices charged by the contractor for services provided under the contract shall not be higher than the prices quoted by the contractor in his bid. Price once fixed will remain same for the entire period of contract..
- 4 **SUBCONTRACTS:** The contractor shall not assign, sub contract the whole or any part of the works covered by the contract, under any circumstances.

#### 5 **Security:**

##### 5.1 **Material Security:**

5.1.1 The successful tenderer will have to deposit Material Security of **Rs.2,00,000/-**(Rupees Two lakhs Only), in the form of Bank Guarantee (valid up to and including three months there after, the period of the contract) from a Scheduled Bank and in the Material Security Bond form provided in the Bid Document. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of BSNL, BGTD issued by a Scheduled Bank and payable at Bangalore. The Material Security will be a non interest bearing deposit, for any period what so ever.

5.1.2 The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more stores have to be issued to the contractor then the material security will be suitably enhanced. In this regard the decision of PGM, BSNL, BGTD shall be final and binding.

5.1.3 The proceeds of the material security shall be payable to the department as a compensation for any loss resulting from the contractors failure to handle properly the material issued to him under the contract.

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

##### 5.2 **Performance Security:**

5.2.1 The contractor shall permit BSNL, at the time of making any payment to him for work done under the contract, to deduct such sum in addition to the sum already deposited as security deposit (due to conversion of bid security), an amount to the tune of **7.5 %** of the bill.

5.2.2 The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract.

5.2.3 The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.

The Security Deposit will not bear any interest. The Security Deposit shall not be returned to the Contractor(s) until a period of 12 months shall have elapsed after payment of the final bill for final work order, but a portion thereof may be refunded at the discretion of the Principal General Manager, if the performance of the contractor has been found satisfactory and the portion retained will be sufficient to cover any damage.

5.2.4 No interest will be paid to the contractor on the security deposit.

#### 6 **Issue of Work Orders & Time limit:**

Time frame for carrying out the works

The contractor is expected to carry out at least 200 mts of Trenching/HDD/ Cable laying at a stretch in a day. The survey of the full route is to be carried out for any underground utilities, in proposed route. This should be done at a rate of 1 Km per day.

The total time allowed to carry out the Construction work will be calculated as below.

Survey of Routes -- 1 KM/ day

Permission from other Govt agencies/BBMP/CMC/BDA and other agencies—Maximum 21 days

Mobilisation of resources -- 1 day

Trenching/HDD/Cable laying -- 200 mts/ day

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The work order will be issued indicating the dates of commencement & completion of work as per the above time schedule. Work order should be issued indicating the quantum of such work in the route. The Work order shall be issued by the AGM in-charge of field unit after examining the technical and planning details of the works to be executed.

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 Area manager/DGM.

The AGM in charge shall mention the time limit to execute the work order after seeing the quantum of work and store available position.

BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of the work order issuing authority or the Area Manager/DGM, if the contractor is not executing the work at the required pace. The work order shall be issued so as to include all items of works for the section allotted to the contractor as put in the NIT.

**Note: All contractors who desire to take up the work, which involves Road opening are advised to obtain the “ Reopening and Restoration protocol “ latest version from BBMP and study the same before submitting the tender. Compliance to the contents contained in the above document is MANDATORY.**

**WORK EXECUTION:** The work orders will be issued by the AGM –field unit indicating the name of the work, route length, type of surface, width, and period allowed for completion of work, with indent for collection of stores/cables. The time allowed for completion is for complete activities like road cutting, trenching, and cable/pipe laying refilling and permanent reinstatement.

The contractor shall keep sufficient labour force and required materials to carry out the work strictly within the stipulated period. The stipulated period is fixed as per the permission of BBMP/BDA/CMC. However subject to the actual field constraint situations if any, the extension of the time will be allowed and there would be no scope for getting extension of time for delayed execution. Delayed execution will not only attract imposing of penalty but also tell upon the performance of the contract, which may lead to termination of contract, without any further notice.

**Certificate of inspection/completion:**

Certificate from a TECHNICAL COMMITTEE consisting of (i) AGM-O/D, (ii) SDE-O/D (iii) SDE (CP) and (iv) SDE (CC) for having re-instated for which the bill has been prepared.

The item rejected by the committee, are required to be redone at the cost of contractor immediately. Therefore the contractor shall keep the site engineer, always at the work spot, for interaction with the inspecting agency.

All the concerned documents, permission letter, work order, indent etc. shall be made available by the contractor's site engineer to the inspecting agency, whenever required by them.

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

**7.1 GENERAL**

**7.1.1** In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned within 30 days from the date of issue of work order.

**7.1.2** In as much as “ the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

**7.2 Application for Extension of Time and Sanction of EOT:**

**7.2.1** There may be some hindrances, other than covered under *force majeure*, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part- A) to the engineer-in-charge for the extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of area) with his detailed report and photocopy of the hindrance register, in the prescribed Form(Part-B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers if the following conditions are satisfied.

**7.2.2** The application contains the ground(s), which hindered the contractor in execution of work.

**7.2.3** The Engineer-in-charge is of the opinion that the grounds shown for Extension of time are reasonable.

**7.2.4** The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

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**7.2.5** The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom Officer competent to grant the extension of time.

**7.2.6** 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.

**7.2.7** 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.

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

## **8. Measurement, Inspection, Testing and Acceptance Testing**

### **8.1 Measurement:**

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

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

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

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

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

### **8.1.5 Trench of less Depth:**

**Relaxation and Competent Authorities to Grant Relaxation:** The depth of trench is very important for future life of cables. Therefore, contractor is obligated to ensure that the standard depth is maintained in normal circumstances. The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths. If for any reason, the required depth can not be reached

No. AGM (CC)/4-10 /Copper cable/West/2018-19 dtd. at BG - 27, the 21/12/2018 and the competent authority is satisfied with the reasons for not achieving the full depth then the payment will be regulated as follows, where more standard width and more depth are required to be done by the contractor, the rates proportionate, which will be decided by the DGM/AM concerned. After digging, the trenches have to be made clear of boulders and other materials and a smooth bed is to be made available for laying cables.

8.1.6 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 prescribed below shall be obtained giving reasons for not achieving standard depth.

Size/Type of cable	Standard depth in cms.	Minimum acceptable Depth without Relaxation	Powers delegated for Relaxation For depth upto	
			AGM	DGM
U/G - sizes 10 pair and above	110	90%	80%	30%
UG cable size -5 pair	60	90%	80%	30%

The rates payable for the work of shallow –depth as acceptable by DGM/AM ,concerned shall be as follows  
**Underground cable: - Standard trench Depth 1.1 Mtrs**

Sl.No	Depth between slab	Rate applicable as percentage of approved rates on prorated basis
1	90 cms to 109 cms	100% approved rates for the achieved depth
2	80 cms to 89 cms	75% of approved rates for the achieved depth
3	70 cms to 79 cms	65% of approved rates for the achieved depth
4	60 cms to 69 cms	50% of approved rates for the achieved depth
5	50 cms to 59 cms	40% of approved rates for the achieved depth
6	40 cms to 49 cms	30% of approved rates for the achieved depth
7	30 cms to 39 cms	20% of approved rates for the achieved depth
8	Below 30 cm not allowed	

An example is shown below :-

#### U/G Standard Depth 1.1 m

Assuming that the standard depth required is 110 cms and the rate approved is Rs 40/- for the standard depth, then as per the above formula, for a depth of 80 cms the rate worked out is

Rate applicable =  $40 \times .80 = \text{Rs } 32/-$  per running meter

Actual amount to be paid =  $(80 / 110) \times 32 = \text{Rs } 23.27/-$  Per running meter

#### 8.1.7 Measurement of Lengths and Profiles of strata and protection.

The measurements of length of trenches are on running meter basis, irrespective of type of soil encountered while digging. The type of protection provided (item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

**Measurement of length of cable:** The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/ Measuring tape. The length should be cross verified with the marking of length on the cables. The lengths shall be recorded in sheet provided in the measurement book.

**Measurement of other items:** The measurement/numerical details of other items shall be recorded in the sheets provided for respective items, viz., Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber or Pre Cast RCC type. Fixing, Termination of Cable in equipment room and number of joints. Erection, termination painting and sign writing of DPs. Construction of plinths and Erection, Painting and Sign Writing of Pillars., Termination of Cables on MDF and Pillars(Primary Cables),Termination of Cables on MDF and Pillars( Distribution Cables)

**8.1.8** The contractor shall sign all the measurement recorded in the Measurement Book. This will be considered as an acceptance by the contractor of measurement recorded in the MB. In case contractor fails to

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attend the measurement or fails to countersign or to record the difference within a week, then in any such events, the measurements taken by Engineer -in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

**8.1.9** The AGM, before passing the bill for sections covered by each set of measurement, may carry out test check by re-opening trench at as many locations as necessary as specified in the document 'procedure for U/G Cable construction' and bills will be passed only when he is personally satisfied of the correction of the 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 AGM. Separate payment shall not be made to the contractor for excavation of such test checks. However, such test pits shall not be more than 10% of the cable laying work.

**8.1.10** Measurement of work of cable pulling through Pipe/duct will be taken equal to the actual length of the cable which has been pulled.

The Junior Telecom Officer/Sub Divisional Engineer directly responsible for supervision of work shall be responsible for 100% accuracy of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of 50% of measurements. The AGM shall be responsible for conducting test check of 10% of measurements.

## **8.2. INSPECTION AND QUALITY CONTROL :**

**8.2.1 The Quality of works:** The importance of quality of cable works cannot be over-emphasized. The efficiency of the reliable connecting to the exchanges depends upon the quality of laying of U/G Cable. Further, the U/G cables are vulnerable to damages due to work of other agencies.

**8.2.2** The quality of u/g cable plant depends upon the quality of individual items of work involved viz. Depth of cables laid, care while paying & laying. Protection, Jointing of cables and Termination in equipment room /MDF pillars and DPs and at last but not the least on documentation of cable networks. In order to ensure quality in Cable Construction work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

**8.2.3** It is imperative that the contractors are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with specification. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specification before offering the same to A/T wing for Acceptance and Testing.

**8.2.4** An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).

**8.2.5.** The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim. This will require close cooperation and coordination among the three sub agencies namely (1) The Constructions Officers (i.e the engineer –In-charge and staff/officers working under him/ her supervising the work) (2) The Contractor (3) The Acceptance and testing Wing of the Department. All the three sub agencies shall have distinctly defined functions and interrelationships.

### **Broadly they are outlined as under:**

Quality control responsibilities of Construction Officers: The construction officers are directly responsible for ensuring proper control of the quality of the work in accordance with specifications. They shall also be responsible for ensuring the materials duly approved by the competent authority are used in the works. The construction officers shall ensure that defects are immediately brought to the notice of contractors so that the same can be rectified without any loss of anytime.

**8.2.6** In addition to acceptance testing being carried out by A.T wing and supervision by Construction Officers, all works at all times shall be opened to inspection of the department. The contractor shall be bound, if called upon to do so, the works for inspection without any extra payment.

### **8.2.7 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 operations of many contractual clauses. The site order book is to be maintained in the prescribed format. The contractor or their authorised representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

## **8.3 Accepting Testing ( other than HDD works)**

**8.3.1** The work shall be deemed to have been completed only after the A.T. Officer has accepted the same. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra



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payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test measurements tools and testers for conducting various tests.

### **8.3.2 Scope of Acceptance and Testing:**

The purpose of acceptance and testing is to verify integrity of measurements 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 the measurements, the measurements taken by A.T. Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. Officer without any additional cost to BSNL.

### **8.3.3 Offering the work for acceptance and testing:**

The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work to A.T. Officer for conducting Acceptance Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.

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

## **9 WARRANTY**

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

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

**9.3** The Cable joint shall be guaranteed for a period of ONE year from the date of closing of joint. In case of failure of the joint due to poor workmanship i.e. failure of joint without external damage, with in the stipulated period of guarantee the contractor shall repair the joints at his own cost within 24 hours of informing him, failing which the department may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work plus the cost of materials used shall be recovered from the contractor from his pending bill/SD or any amount due to him without prejudice to any other action as per terms and conditions of the tender. The cost of jointing kit, supplied by the department, so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled.

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

## **10 AUDIT AND TECHNICAL EXAMINATION:**

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

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

**10.2** Provided that BSNL shall be entitled to recover any sum overpaid, or the contractor shall be entitled to

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payment of any sum paid short where such payment have been agreed upon between the AGM 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 PGM, BGTD or his subordinate officer.

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

## **11 PAYMENT TERMS**

**11.1** The work order shall contain one or more works of Trenching, Laying of Copper Cable for Development Works - 5 Pair /Distribution /Primary Cable and Reinstatement in West & West areas of BGTD. All items of work involved in the work order shall be completed in all respects before preparing the bills the work. The provision of 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 bills is enumerated as under.

### **11.2 Procedure for Preparation, Processing and Payment of bills:**

The Contractor shall prepare the bills in triplicate ensuring execution of part work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to S.D.E. in-charge of work. The bills shall be prepared accurately and as per measurements recorded in the measurement book . The S.D.E. in-charge shall record the certificate on the bill that the site order books have been consulted before signing the 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 bills with the documents as mentioned below to the AGM, in-charge of work.

- First copy of bill with first copies of measurement sheets of measurement book and depth A/T reports, and cable/ Fibre termination and /continuity test report by CC/ overlay internal team SDE in –charge (**Payable Copy**)
- Second copy of bill with first copies of measurement sheets of measurement book, (**Not for Payment**)
- Third copy of the bill with photocopies of measurement sheets and A/T reports, (**Not for Payment**)

**11.2.1** The AGM shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The AGM shall retain the third copy and record it in the estimate file maintained in his office and send first and second copies with all documents to works Section of the Planning Cell for processing of bills and release of payment.

**11.2.2** The bills shall be processed in estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by works section, by the officer competent to pass the bill. **The 7.5% of the bill amount towards Performance Security Deposit and statutory taxes applicable to contract shall be deducted at the time of payment of bill.** **11.2.3 Bill payment through Real Time Gross Settlement (RTGS)**

The payment of bill will be allowed only for full completion of work as per the work order. For More than 2000 mts of work there will be multiple work orders.

All payments pertaining to the bills of this contract will be made through **Real Time Gross Settlement (RTGS) only**. The contractors should submit the mandate form for this purpose along with the agreement while entering into the contract. The bill may be furnished for payment for each work order on full completion of work in all respects along with AT certificate.

### **11.3 Procedure for preparation, processing and payment of bill:**

**11.3.1** The contractor shall prepare the bill in triplicate after completion of the entire work entrusted against the work order & actual servicing of the route and acceptance and route testing of all the works and submit to S.D.E-in- charge of work within 30 (Thirty) days of acceptance and testing and payment shall be made within one month. The bill shall be prepared for all the measurements of all items involved in execution of complete work order. The Contractor shall prepare the bill containing the following details:

- 1 The bill for all the quantities as per Measurements at the Approved Rate
- 2 Adjustment of amount received against all the work orders for that specific rate
- 3 Adjustment of Performance Security Deposit and Statutory Taxes already recovered
- 4 Store reconciliation statement furnishing account of stores received against the Work Order and returned to the designated Store Go down as surplus with requisite verification from store in-

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charge/S.D.E in-charge of work.

5 Letters of grant of E.O.T(s) if work could not be completed within stipulated time

6 Six sets of bound documentation, with Soft Copy

**11.3.2 The following recoveries shall be effected from every bill**

**Performance Security Deposit at 7.5% of the value of work done**

**Income Tax**

**Works contract Tax**

**Any other Miscellaneous items**

**1% of bill amount towards cess to the state government.**

**11.3.3** The S.D.E in –charge of work shall scrutinize the work order bill against the works entrusted and accord necessary certificate stating that the work has been executed satisfactory in accordance with specification and terms and conditions of contract. The S.D.E shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T officer). The S.D.E in-charge of work shall submit the final bills along with other documents mentioned above, with the documents as mentioned hereunder to the AGM, in-charge of work.

- Bill prepared by the contractor.
- Material reconciliation statement.
- Measurement book.
- A/T Certificates.
- The site order 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.
- Details of Route Index Diagram as per Section III Part 'B' clause no. 8.

The contractor may use Form ACE-18 to prepare his bills. But the bills prepared by him in his own forms etc., may be accepted provided they comply with the following conditions:

The bills are to be submitted in triplicate, all being signed on revenue stamp by the contractor.. The copies may be marked as original, duplicate etc.

Details of quantity and nature of each item of work done as well as the approved rates are given.

Copy of work order cum completion certificate.

A/T clearance certificate along with the part work order bill..

A certificate with running bill signed by concerned SDEs, counter signed by concerned AGMs that after ramming extra material has been transported and dumped at authorized dumping ground.

All the invoices and receipts for the payment of completed work when executed by a firm must be signed by all partners except where the contractors are described in their tender as a firm in which case the receipt or invoices may be signed by one of the authorized partner in the name of the firm. All the partners or Managing Partner can nominate a representative to sign the receipt or invoices.

**11.3.4** The AGM shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The AGM shall retain the third copy of the bill along with photocopies of other documents in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by S.D.E along with the bills as above to the concerned section for processing the final payment.

**11.3.5** The office cell dealing with bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all the liabilities of the contractor and statutory taxes besides 7.5% payments against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.

**11.4 PROCEDURE FOR PAYMENT FOR SUB STANDARD WORKS**

The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of works 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 sub-standard work, here in after ), the AGM In-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

**11.5 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 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 substandard work to the AGM 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 AGM in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of notice period, if the contractor fails to rectify/replace/remove the substandard items, the defect shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

**11.5.1** Non reporting of substandard work in time on the part of the Construction Officers 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 substandard work or associated liabilities.

**11.5.2 Authority and Procedure to accept substandard work and payment thereof:-**

There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of PGM, BGTD, the items in question will not materially deteriorate the quality of service provided by the construction, the PGM, BGTD shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The committee shall constitute one AGM other than the one who is directly in-charge of Cable Construction involving substandard 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 materials/work pointed out as substandard and recommend the rates payable to such substandard work which shall not exceed 60% of the approved rates of the items in question.

**11.6 Record of substandard work:** The items adjudged as substandard shall be entered into the measurement with red-ink.

**12 DISPOSAL OF EMPTY CABLE DRUMS**

**12.1** The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The competent authority taking into account the prevailing market rates has fixed the cost of Cables 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 drums has been issued or any other amount due to the contractor or from security deposit.

**12.2** Rates fixed for cable drums are given in Tender Document (Qualifying Bid). The rates are fixed and there is no percentage above or below applications on these rates.

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

**12.4** The contractor shall not be allowed to dump the empty cable drums in Govt /Public place, which may cause inconvenience to Govt /Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, the department is at liberty to dispose off the drums in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges fixed as twice the rate of the cable drum, from the bill / security deposit any other amount due to the contractor.

**13 PENALTY CLAUSE:**

**13.1 DELAYS IN THE CONTRACTORS PERFORMANCE**

**13.1.1** The time allowed for completion of the work as entered in the tender shall be strictly adhered to by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from 7<sup>th</sup> (Seventh) day of the issue of work order by BSNL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 1%(one percent) of the amount, minimum Rs 1000/- (Rupees One Thousand Only) per week of the incomplete work, for every one week of delay in completion of work, subject to a maximum of 10%(ten percent) of the cost of the work awarded.

**13.1.2** On any date, the penalty payable as above, reaches 10% (ten percent) of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the AGM that, he is allowed to proceed further with the work. It will be in the discretion of the AGM to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the AGM. 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 AGM and the contractor.

**13.1.3** Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and /or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security

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deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

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

**13.1.5** PGM, BGTD reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 21(twenty one) days after issue of the work order.

**13.1.6 Penalty for other delays:**

Time is the essence of contract. The period of completion mentioned in the permission letter of BBMP/BDA/CMC or in the work order of BGTD shall be, for all the activities of a specified job eg. trenching, cable/pipe laying, refilling & final reinstatement shall be strictly followed. If the contractor fails to complete the work, within the stipulated period, he shall be liable to pay compensation as below.

Where excavation in the property of BBMP/BDA/CMC is involved

Road Category	Road width	Penalty for late completion, Rupees per meter per day of delay
A	Above 15 m	Rs.10/-
B	Between 7.5 m & 15 m	Rs.06/-
C	Less than 7.5 m	Rs.05/-

The decision of the AGM concerned shall be final and the amount of penalty, shall be recovered from any of the due amount/bills of the contractor. This is in addition to any other penal action proposed elsewhere in the contract.

**NOTE:** For this purpose a record of delays will be kept in a register called "Register of delays" and all the entries should be signed by SDE/JTO and Contractor during the period of execution.

**13.1.7 PENALTY FOR BAD WORKMANSHIP (In Case of Final Reinstatement)**

The quality of work executed, shall be as per prescribed technical- specifications. The work of sub standard-quality noticed during execution or during the period of one year, from the date of completion, has to be made good by the contractor, at his own cost. Failing to attend the defective work by the contractor, BGTD shall be at liberty to carry out the noticed defective work and to recover the cost from the contractor, from any bills due & Payable to him including performance security deposit. The works of final reinstatement of BBMP/BDA/CMC, have to be executed strictly as per technical specifications of BBMP/BDA/CMC. All such works are liable for inspection either by BBMP/BDA/CMC authorities or any independent agency authorized by BBMP/BDA/CMC. The contractor is liable to take immediate remedial/rectification action, as pointed out by the inspection authority, at his own cost, and offer the works for inspection again. If the works offered for second inspection, are rejected by the inspecting agency, the contractor shall be liable to pay penalty as follows.

Road Category	Road width	Penalty for rejection on 2 <sup>nd</sup> Inspection per Meter of Reinstatement.
A	Above 15 m	Rs.20/-
B	Between 7.5 m & 15 m	Rs.15/-
C	Less than 7.5 m	Rs.12/-

The amount of penalty shall be recovered from any bills/amount due to the contractor ( including performance security deposit). If the contractor fails to redress the trench properly i.e., **ramming and consolidation** of the trench as per procedure mentioned in the technical specification and removing of surplus earth within 48 hours of the completion of the work, then a penalty of 20% of the charge for excavation of trenching against the work order of the particular route shall be recovered straightway from the bill.

**14 Penalty for causing inconvenience to the public:**

**14.1** To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4(four) days in case of cable laying by digging paved surfaces, In the event of contractor failing to comply with these conditions, a penalty of recovery up to Rs300 /- (Rupees Three Hundred

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**14.2** The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt /public place, which may cause inconvenience to Govt /Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 (three) days of becoming empty, the department is at liberty to dispose off the drums in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums / waste materials from the bill/ security deposit along with the cost incurred by the department in disposing off such materials as per the rates prevailing in the market. BSNL may also levy a penalty up to Rs1000/- (Rupees One thousand Only) for each such default.

**14.3** If any such penalty is levied on a contractor for more than 2(Two) occasions, then his/her contract could be terminated. In this regard the decision of PGM, BGTD shall be final and binding.

## **15 Penalty for cutting/damaging the old cable of BSNL**

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

Size of existing U/G /OF cable cut/damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs.500.00 (Five Hundred)
Above 100 pairs & up to 400 pairs	Rs.1,000.00(One thousand)
Above 400 pairs	Rs.2,000.00(Two thousand)
OF Cable	Rs.50,000.00 (Fifty Thousand) as per the recent guidelines from BSNL HQ

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

## **15.2 Penalty for damaging any other utilities.**

If there is a damage caused to any property of a third party, injury/loss occurs to any person because of any lack of proper precaution on the part of the contractor, the contractor will be held responsible and he has to compensate for such damage/injuries/losses which will be deducted from his bills payable or from the security deposit or from what ever amount due to him. He will be required to make good security deposit or any such deposit by payment of additional amount before new works are taken up .If BSNL has to incur any expenditure to repair such damages or to compensate for such injuries/lapses, the amount plus five percent as processing charge will be recovered from the dues of the Contractor or from the security deposit or both .In every case by virtue of the provisions and Workman's Compensation Act, BSNL is obliged to pay compensation to a work man employed by the contractor in charge of the execution of the work, the BSNL will be entitled to recover from contractor the amount of compensation so paid plus five percent processing charge. Insurance coverage for the materials supplied to the contractor must be borne by the contractor for covering the loss if any due to fire, hazardous lifting, explosions, impact by rail / road, vehicle, animal, riot, strike malicious and terrorist damages. The contractor has to appraise himself of the laws/rules/regulations of the BBMP / BDA / CMC and abide by such laws/rules/regulations concerning his work. Any lapses on this account may lead to penalties and prosecution, for which the contractor will be solely responsible.

## **16 Penalty to damage stores/materials supplied by BSNL while laying**

**16.1** The contractor while taking delivery of materials supplied by the department at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if any material is found damaged / working unsatisfactorily, then a penalty equivalent to the cost of material plus 10 %(Ten Percent) as penalty shall be recovered from the contractor's payments/securities.

**16.2** In case of damage to PIJF cables, while laying, the cost of number of pairs damaged (including laying charges, transportation/storage charges) plus 10%(ten percent) as penalty shall be recovered from the contractors bill/securities

**16.3** However, contractor will not be penalized for any defect in workmanship of the material, which shall be taken up separately with the supplier of the stores.

**16.4** If the contractor fails to provide adequate provision on site for barricading, G I sheet, caution sign board, red light etc., then a penalty @ of 20% of the excavation charges pertaining to the work order shall be recovered from the bills. All sum payable by way of compensation/ penalties under any of the provision of the

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#### **17 Penalty for delayed Submission of Bills**

**17.1** “The bills complete in all respects submitted by the contractor beyond the prescribed period mentioned in the previous clauses are liable for penalty at the rate of 0.25% of the amount of the bill for every one week of delay subject to maximum of 5 % of the amount of the concerned bill”

**17.2** “The bills complete in all respects submitted by the contractor after six months of completion of A/T, will be treated as invalid and no payment will be made on them. However, in exceptional cases, payment will be authorised with applicable penalties mentioned in the bid documents by PGM, BGTD only, after detailed investigation & on appeal by the contractor.”

#### **18 RESCISSION/ TERMINATION OF CONTRACT**

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

- a. If the contractor commits breach of any item of terms and conditions of the contract
- b. If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date of 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 failed to comply with the requirement within the specified period.

**18.2** Upon rescission of the contract the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of BSNL as under;

**18.2.1** Measurement of works executed since the date of 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 authorised representative do not turn up for joint measurement, the measurement shall be taken by the officer authorised 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.

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

**18.2.3** The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L1, L2, L3...) at their quoted rates. If the work was awarded on single tender basis then BSNL shall get the unexecuted work completed through any other contractor approved in BGTD at the approved rates of that particular section or to execute the work departmentally as is convenient or expedient to BSNL at the risk and cost of the contractor. In such an event no compensation shall be payable by BSNL to the contractor towards any inconvenience/ loss that he may be subjected to as a result or such an action by BSNL. In this regard, the decision of PGM shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by BSNL under the contract or any other account whatsoever any where in the department or from a security deposit.

**18.2.4** The certificate of the AGM in-charge of work as to the value of work done shall be final and conclusive against the contractor provided always that action shall only be taken after giving notice in writing to the contractor.

#### **19 TERMINATION FOR INSOLVENCY**

**19.1** BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to BSNL.

#### **19.2 Optional Termination by BSNL (Other than due default of the Contractor)**

**19.2.1** BSNL, 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

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reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.

**19.2.2** In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipments and hand over possession of the work/operations concerned to BSNL or as BSNL may direct.

**19.2.3** BSNL, 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.

#### **19.2.4 TAX INDEMNITY CLAUSE**

BSNL has the right to recover input tax credit loss suffered by it due to any misdeclaration on invoice by the contractor.

### **20 Issuance of Notice:**

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

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

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

### **20.3 TERMINATION OF CONTRACT**

1) In the event of any breach by the contractor of any of the terms and conditions thereof or if the compensation/ penalties imposed against one or more work orders exceeds the Security Deposit or if the work relating to one work order remains incomplete or if the contractor fails to start the work within 21 days from the date of issue of the work order or if in the opinion of the D.G.M.(CC)/Area Manager/Deputy General Manager(R)(which will be final) the work is not being performed satisfactorily, the concerned AGM, thereof shall have the power to adopt any of the following courses as suited to the BSNL.

2) To terminate the contract at any time, giving 14 days notice and in that case the performance Security Deposit of the contractor shall stand forfeited to the BSNL.

3) To measure up the work of the contractor and to take such part thereof remaining unexecuted at the hands of the contractor and award of the work to another contractor to complete, and in case of defects discovered subsequently, to have the defects repaired and removed by another contractor. In both cases, expenses which may be incurred in excess of what would have been paid to the contractor, if the whole work had been properly

executed by him (the amount of such excess, certified in writing by the AGM concerned shall be final and conclusive) shall be borne and paid by the contractor or may be deducted from any money due to him from the company, under this contract or any other contract or from the Security Deposits at his credit..

4) If the contractor fails to execute any item of work within the time schedule, or refuses to carry out any work or refuses to follow the work priority for executing any specified work, BSNL reserves the right to get the work done by other agencies even with higher rates and the differences of the cost will be recovered from the contractors pending bills or Security Deposit as the case may be.

5) In the event of any of the above course being adopted, the contractor shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on account of or with a view to the execution of the work of the performance thereof.

### **21 Indemnities:**



**21.1** The contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and descriptions, brought or produced against BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to 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 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 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 BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

**21.2** The contractor shall at his own cost at 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.

## **22 FORCE MAJEURE**

**22.1** If at any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this Contract be prevented or delayed by reason of any War or Hostility, Acts of Public Enmity, Fires, Civil Commotion, Sabotage, Effects of Floods, Explosions, Epidemics, Quarantine Restrictions, General Strikes and Bundhs, Acts 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 there of neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

**22.2** Provided also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as BSNL may deem fit, excepting such materials bought out, components and stores as the contractor may with the concurrence of BSNL elect to retain.

## **23 ARBITRATION:**

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

**23.2** The Arbitrator may from time to time with the consent of the 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 and any modification thereof for the time being in force shall deem to apply to the arbitration proceedings under this clause.

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**23.3** The venue of the arbitration proceedings shall be the office of the Principal General Manager, Bangalore Telecom District or such other place as the arbitrator may decide. The following procedure shall be followed.

- a) In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- b) There should not be a joint submission with the contractor to the Sole Arbitrator.
- c) Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- d) The onus of establishing his claims will be left to the contractor.
- e) Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- f) The "points of defense" will be based on actual conditions of the contract.
- g) Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- h) The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense"
- i) If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

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

**23.4 Legal Jurisdiction and laws Applicable :**

The contract shall be governed by Indian Laws and Courts at Bangalore will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).

**24 Set Off**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL or the Govt. or any other person or persons contracting through the Govt. of India and set off the same against any claim of the department or Govt. or such other person or persons for payment of a sum of money arising out of this contract made by the contractor with BSNL or Govt. such other person or persons contracting through Govt. of India.

**Section V**  
**Part B**  
**SPECIAL CONDITIONS OF CONTRACT**

**Wherever there is a conflict, the provisions herein shall prevail over those in section V -Part A.**

**1 GENERAL:**

- 1.1** The work shall be accepted only after Acceptance Testing carried out by the team, designated by BSNL as per prescribed schedule and work /material passing the test successfully.
- 1.2** BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.3** BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4** BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5** Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.6** Tender will be evaluated as a single package of all the items given in the price schedule
- 1.7** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the AGM or site Engineer -in – charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8** If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the AGM within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of PGM shall be final.
- 1.9** If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.10** Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any Government promissory notes etc., forming the whole or part of such security or running /final bill pending against any contract with BSNL . In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.
- 1.11** No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of BSNL. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of BSNL as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.12** In the event of the contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the case of company of the passing of any resolution or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the PGM shall have the power to terminate the contract without any notice.
- 1.13** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the PGM on behalf of the CMD BSNL can terminate the contact without compensation to the contractor. However the PGM at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death . In this regard the decision of PGM shall be final.

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**1.14** 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 transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the contractor under this contract and be subject to his liabilities there under.

**1.15 Interpretation of the contract document:**

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

**1.16 Notification**

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

**1.17 Shut down on account of weather conditions**

The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by BSNL or deemed advisable on account of bad weather conditions or other Force Majeure conditions

**2 Stores Supplied by BSNL:**

**2.1** At no point of time the contractor shall be issued stores of value more than the contractors material security. If at all the work requires more amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the store and the contractor will not have any objection to it

**2.2** The contractor shall transport (including loading and unloading ) all stores issued to him from the District Telecom Store, to the site of work at his own cost. BSNL shall not pay any transportation charges to the contractor.

**2.3** All materials supplied to the contractor by BSNL shall remain the absolute property of BSNL and shall not be removed from the site of the work except for use in the work and shall be at all times open to inspection by the representative of the PGM . In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office / store will also be treated as site for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to BSNL at a place informed to him by BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

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

**2.5** The contractor shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed for items of work any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the "BSNL's calculation"(which shall be final ) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges storage charges etc.

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

**2.7 Insurance coverage**

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, material etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the Government from and against all manner of claims and demands and losses and damages and cost (including between attorney and client ) charges and expenses that may arise in regard the same or that the Government may suffer or incur with respect to and /

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or incidental to the same . The contractor shall have to furnish originals and /or attested copies as required by the department of the policies of insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

### **2.8 Employee's Provident Fund and Miscellaneous Act 1952**

Employee means any person who is employed for wages in any kind of work, manual or otherwise , in or in connection with the work of an establishment and who gets his wages directly or indirectly from the employer and includes any person employed by or through a contractor in or in connection with the work of the establishment.

**As per the recent guidelines from BSNL Headquarters, BSNL contractors have to pay EPF by cheque and produce proof to BSNL.**

Under para 36B of the EPF Scheme , 1952 :

The Contractor shall within seven days of the close of every month submit to the Principal Employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the Principal Employer is required to furnish under the provisions of the scheme to the Commissioner.

### **3 Easements, Permits, Licenses and other facilities**

- 3.1** The contractor shall obtain /provide at his own cost all easements, permits and license necessary to do its work including the following  
“Right of User” easements and permits, Railway and Highway crossing permits including bridge., Canal/stream crossing permits.
- 3.2** The contractor shall be fully responsible for arranging and obtaining all necessary easements, permits and licenses, for moving all necessary equipments, tools, supplied materials and men across Railways and Highways across public or private road as well as premises of any public utility within the right of user and for bearing all costs, that may be incurred in respect of the same.
- 3.3** The contractor is to confine his operation to the provided construction work “Right of User” unless it has made other arrangements with the particular property owners and /or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangements as also breach and claim and shall be entitled with a copy to the AGM.
- 3.4** The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways ,Railways, Telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction “Right of User”. Some construction and such contingency shall be deemed to have been providing for in the rates.
- 3.5** At location where the U/G cable trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the railways or Government or local agencies having jurisdiction.
- 3.6** If the contractor is not in position to obtain the permission due to restrictions, ban etc imposed by local authorities,, then the extension of time limit shall be provided as per EOT clause given in tender document.
- 3.7** Contractor has to get road cutting permissions from local authorities viz BDA, BBBMP, CMC etc. BSNL BGTD will apply for Road permission to the concerned authorities and do the payments that is estimated by the above authorities after getting in writing. The contractor has to liaison with the local authorities for getting these permissions. Contractor has to survey the route for buried utilities, liaison with other agencies for locating their utilities and should get their clearance before starting the execution of the work.
- 3.8** The contractor has to liaison with the local authority viz BDA, BBMP, CMC etc in getting the permissions for which BSNL will apply seeking right of way permission and the estimated payment for the same will be paid by BSNL after getting in writing.
- 3.9** Reinstatement Charges will be paid after getting certificate from the appropriate local authority.
- 3.10 General procedure for obtaining the permission:**
  1. The contractor on receiving the work order with route details should carry out the survey of the routes for any buried under ground utilities by taking the built diagram of other utility agencies and draw out a firm plan indicating
    - a) The exact alignment of the route
    - b) The location of each entry / exit pit

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2. Prepare an application to the local authorities in the prescribed format and submit to the work order issuing authority for verification, approval and signature.
3. Completed applications to be submitted to the local concerned local authorities for permissions. Further liaison with the local authority and clarify if any points in consultation with the work order issuing authority / Site engineer.
4. The demand note as raised by the local authority to be submitted by the contractor to work order issuing authority for making payment. The payment will be normally made within 7 days by cheque.
5. BSNL also will pursue with local authorities in case of policy issue regarding permission.
6. In the event of delay in obtaining permissions due to any reason attributable to local authorities, the same to be intimated in writing to work order issuing authority.  
BBMP/ Local authorities may impose a stipulation that the contractors firm be registered as contractor with them . Such stipulation are required to be completed within a reasonable time.

#### **4 Quality of work**

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

#### **5 Taxes and duties**

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

#### **6 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES**

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

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

**6.2** Attention of the contractor is drawn to the rules regarding laying of cable at road crossing, along Railway Bridges, Highways safety precautions while working in public street. The contractor in writing shall obtain the detailed engineering instructions from the AGM of the area.

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

**6.4** 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 undertake to indemnify BSNL, from and against all actions, cause of actions, damages, claims and demands what so ever,

either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of BSNL shall promptly repair any damage incurred.

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**6.5** The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

**6.6 WORK AND LABOUR:**

The normal working hours shall be between 8 AM to 6 PM on all working days ( 0800 and 1800 hours) but it may be necessary for the contractor to work longer hours for carrying out work at night in busy thoroughfares, of which due advance verbal notice will be given and recorded in the log book kept at site. The contractor may have to work sometimes only during night hours if the situation so demands. Work on Sundays and public holidays shall also be carried out when necessary. No additional payment will be made on this account.

No labour below the age of 14 years shall be employed on the work.

The contractor shall pay his labourers not less than wages fixed under Minimum wages act.

In every case, in which by virtue of the provisions of section 12, sub-section (1) of the workmen's compensation Act 1923, BSNL is obliged to pay compensation's the amount of compensations paid and without prejudice to the right of BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum , due by BSNL to the contractor(s) whether under this contract or other wise .BSNL shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said act except on the written request of the contractor(S) and upon his/their giving to BSNL full security for all cost for which BSNL might become liable in consequence of contesting such claims.

The contractors shall at his own responsibility arrange to obtain necessary license required under "Contract Labour (Regulation and Abolition) Act. 1970" and abide by the provisions of the said Act.

The contractor shall at all times hold the BSNL harmless and indemnify against all claim, cost, charges and incur or pay on account of his negligence or misconduct of the contractor or his servants or any of them and of any person under his control whether in respect of injury to the person or damage to the property of any member of the public or any other concern on account of any defect or want of repair in such works or in the equipment used by the contractor in connection there with or otherwise and against all claims and demands in respect thereof.

If damage is caused to persons or assets or private parties or other such electric, gas or water supply utilities etc., during the course of the work, the damage shall be made good by the contractor to the person or party at the cost of the contractor as demanded. The contractor will also be responsible to comply with all laws including those relating to the labour etc., in force at the time. The contractor is responsible to comply with Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 as amended from time to time. A log book will be kept at the work site, all observations and instructions will be recorded therein. The contractor is required to note the contents which will also be verbally explained to the representative of the contractor at the work site. The contractor will however be responsible for all such remarks, instructions etc., and take necessary action and remedy defect and/or comply with instructions. His noting in the log book cannot be considered as sufficient ground for non compliance of instructions.

The contractor shall not charge any extra amount for traveling, overtime allowance and charges for any materials used by him and will not be entitled to get compensation for any damage or losses in the course of execution of works for any extra payments i.e, charges for labour that he will employ at his own deterioration of materials.

**7 Labour Welfare measures and workman compensation**

**7.1 Obtaining license before commencement of work.**

The contractor shall obtain a valid labour licence issued by Assistant Labour commissioner, Govt of India, Department of Labour under the Contract Labour (H&A)Act,1970 and the Contract labour (regulation and abolition) Central rules 1971, before commencement of work, and continue to have a validity of the license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and regulation ) Act 1986. Any failure to fulfill the requirement shall attract the penal provisions of this contract arising out of the resultant non- execution of work.

**7.2 Contractor's Labour Regulations:**

**7.2.1 Working Hours**

Normally working hours of an employee should not exceed 9 hours a day . The working day shall be so arranged that is inclusive of interval for rest, if any , it shall not spread over more than 12 hours on any day.

**7.2.2** When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

**7.2.3** Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

**7.2.4** Where the Minimum Wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

**7.2.5** Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

**7.2.6 Display of Notice Regarding Wages Etc.**

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

**7.3 Payment of Wages.**

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

**7.3.2** No wage period shall exceed one month.

**7.3.3** The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

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

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

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

**7.3.7** All wages shall be paid in current coin or currency or in both.

**7.3.8** Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

**7.3.9** A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-charge under acknowledgement.

**7.3.10** It shall be the duty of the contractor to ensure the disbursement of wages in presence of the supervising officer of BSNL who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

**7.3.11** The contractor shall obtain from the site Engineer or any other authorised representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form :

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

**7.4 Fines and deductions which may be made from wages** :The wages of a worker shall be paid to him without any deduction of any kind except the following:-

Fines, Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent

Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damages or loss is directly attributable to his neglect or default., Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register. ,Any other deduction, which the Central Government may from time to time allow.

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



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**7.4.2** No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

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

**7.5 Labour records:** After the issue of LOI, the successful bidders shall produce the labour Licence issued by Assistant Labour Commissioner, Govt of India, Department of Labour. The successful bidder shall also produce the list of labours to be engaged by him along with ESI and EPF particulars.

**7.5.1** The contractor shall maintain a **Register of Persons employed** on work on contract in form XIII of the contract Labour (R & A) central Rules 1971.

**7.5.2** The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in form XVI of the CL (R&A) Rules 1971.

**7.5.3** The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in form XVII of the CL (R & A) Rules 1971.

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

Full particulars of the labourers who met with accident, Rate of wages, Sex, Age, Nature of accident and cause of accident, Time and date of accident, Date and time when admitted in hospital, Date of discharge from the hospital, Period of treatment and result of treatment, Percentage of loss of earning capacity and disability as assessed by Medical Officer, Claim required to be paid under Workmen's Compensation Act, Date of payment of compensation, Amount paid with details of the person to whom the same was paid, Authority by whom the compensation was assessed, Remarks.

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

**7.6.2** The contractor shall maintain a **Register of Deductions for damage or loss** in form XX of the CL (R&A) Rules 1971

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

**7.6.4** The contractor shall maintain a **Register of Overtime** in form XXIII of the CL (R & A) Rules 1971

**7.7 Attendance card-cum wage slip**

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

**7.7.2** The card shall be valid for each wage period.

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

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

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

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

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

**7.10 Preservation of labour records:** The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-In -Charge or labour Officer or any other Officers authorized by the Ministry of Communication in this behalf.

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

**7.12 Report of investigating officer and action thereon:** The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge indicating the extent, if any to which the default has been committed with a note that necessary deductions from the contractor's

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

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

**7.14 Submission of Returns:** The contractor shall submit periodical returns as may be specified from time to time.

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

## **8 COMPLIANCE WITH LAWS AND REGULATIONS**

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental Agency or department, municipal board, Government of other regulatory or 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 share any portion of the work to be performed hereunder may be assigned, sub-leased or sub contracted to comply with the provisions of the clause and in this connection the contractor agrees to undertake to save and hold the Government harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or subcontractor to make full and proper compliance with the said by - laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

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

## Section-VI

### UNDERTAKING & DECLARATION

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

A) Certified that:

1. I/ We ..... have read, understood and agree with all the instructions to bidders, terms and conditions, 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.

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 LOA/ 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.

Place .....

Signature of Tenderer

Date: .....

Name of Tenderer.  
Along with date & Seal

## Section VII

### PROFORMAS

#### Section VII (A)

#### BID SECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

#### Sub: Bid Security/EMD guarantee.

Whereas M/s ..... R/o  
..... (Hereafter referred to as Bidder)  
has approached us for giving Bank Guarantee of Rs. ..../-  
(hereafter known as the "B. G. Amount") valid up to ...../...../ 20..... (hereafter known as the  
"Validity date") in favour of Principal General Manager, Bangalore Telecom District, Bangalore (Hereafter  
referred to as BSNL BGTD) for participation in the tender of work  
of ..... vide tender No. ....  
1. Now at the request of the Bidder, We .....  
Bank.....Branch having .....  
.....  
..... (Address) and Regd. office address as  
.....  
..... (Hereinafter called 'the Bank') agrees to give this guarantee as  
hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under  
this guarantee without any demur, merely on a demand from the BSNL BGTD stating that the amount  
claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL  
BGTD by reason of breach by the said bidder(s) of any of terms or conditions contained in the said  
Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand  
made on the bank shall be conclusive as regards the amount due and payable by the Bank under this  
guarantee where the decision of the BSNL in these counts shall be final and binding on the bank.  
However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G.  
Amount".

3. We undertake to pay to the BSNL BGTD any money so demanded notwithstanding any  
dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating  
thereto our liability under this present being absolute and unequivocal. The Payment so made by us  
under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall  
have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in  
full force and effect during the period that would be taken for the performance of the said agreement and  
that it shall continue to be enforceable till all the dues of the BSNL BGTD under or by virtue of the  
said Agreement have been fully paid and its claims satisfied or discharged or till BSNL BGTD Certifies  
that the terms and conditions of the said Agreement have been fully and properly carried out by the said  
bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is  
made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged  
from all liability under this guarantee thereafter.

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5. We the Bank further agree with the BSNL BGTD that the BSNL BGTD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL BGTD against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL BGTD or any indulgence by the BSNL BGTD to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;
- (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Bangalore Telecom District, payable at Bangalore

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

Rubber stamp of the bank

(Signature of the Bank Officer)

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank:

.....

Telephone Numbers .....

Fax numbers .....

**OR**

#### DETAILS OF EARNEST MONEY DEPOSIT

I have submitted the Bid Security (EMD) of Rs. \_\_\_\_\_ in the 1st envelop and details as under

Demand draft No \_\_\_\_\_ dated \_\_\_\_\_

Name of Bank \_\_\_\_\_

**Signature of bidder with rubber stamp**

*Read, Understood & Complied*

## Section VII (B)

### PERFORMANCE SECURITY GUARANTEE (Bond Form)

1. In consideration of the PGM, Bangalore Telecom District, Bharat Sanchar Nigam Limited (hereinafter called the 'BSNL') having agreed to exempt .....{hereinafter called "the said Contractor(s)} from the demand, under the terms and conditions of ..... an agreement / (Purchase Order) / Tender No.....dated.....made between .....and .....for the work of .....{hereinafter called "the said AGREEMENT"} of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, of production of the Bank Guarantee for .....we (name of the Bank) .....(hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding .....against any loss or damage caused to or suffered or would be to or suffered by the BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the Bank) .....do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding .....
3. We undertake to pay the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being obsolete and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. WE (name of the Bank) .....further agree that the Guarantee therein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by the virtue of the said agreement have been fully paid and its claims satisfied or discharged or till -----  
----- (Office / Department ) (BSNL) \_\_\_\_\_ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of **30 months** (as stipulated in PO) from the date thereof, we shall be discharged from all liabilities under this Guarantee thereafter.
5. We (name of the Bank) \_\_\_\_\_ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the Constitution of the Bank or the Contractor (s) / Supplier (s).
7. We (name of the Bank) ..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the ..... Day of ..... 2018.

**Section VII (C)**  
**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**Tender No** \_\_\_\_\_

Subject : Authorisation for attending bid opening on \_\_\_\_\_(date)

To  
AGM(CC), BGTD

Sir,

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

Order of Preference  
Alternate Representative

Name

Specimen Signature

Signature of bidder Or

Officer authorized to sign the bid documents on behalf of the bidder

Name of the Contractor

Address

Telephone Number & Fax Number

- Note: 1. Only one representative will be permitted to attend bid opening. Alternate Representatives 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 Authorisation as prescribed above is not submitted.

**Section VII (D)**

**INDEMNITY BOND DECLARATION**  
**(ON 100/- RUPEE STAMP PAPER)**

(IN CASE OF PARTNERSHIP FIRM/PROPRIETOR OF FIRM/ COMPANY)

I.-----son of /wife of Shri -----  
and proprietor/ Director/Partner of M/s -----  
do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s-----  
has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./ PSU/Public bodies/Municipalities and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases pending.

2. In case the above declaration is found to be incorrect or wrong , the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be blacklisted / debarred for future works/contract with BSNL. Any such action shall however be without prejudice to BSNL's rights under the law.

Signature of Proprietor/Partner/Director  
(Shri/Smt./Ms-----)

**Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by the the competent authority.**

*Read, Understood & Complied*

## Section VII (E)

### MANDATE FORM

----- (Name of the company) represented by Sri. -----  
----- (with designation like Proprietor, CEO, MD etc.) hereby give our  
consent to credit the settlement amount in r/o tender No. ----- dated -----  
----- for ----- to -----  
----- paying authority -----by way of Electronic  
Clearance system or by Electronic fund transfer (as the case may be) to our Bank account No. -----  
---SB/CA, Bank branch -----MICR No. ----- Bank's Name -----  
----- . IFSC Code-----

A copy of the canceled / Photostat cheque leaf is enclosed.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, we would not hold user institution responsible. We agree to discharge the responsibility expected of us as a participant under the scheme.

**Signature**

(By Authorised Signatory)

With the Stamp and Seal of the Company

Date

## Section VII (F)

### PRE- RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalore a sum of  
**Rs...../-** towards the refund of EMD paid against this office Tender Notice No. .... dtd.  
.....R. No. .... Book No. .... dtd. ....

Firm Name & Address

Seal / Rubber stamp of firm  
with signature



## Section VII (G)

### Near Relative Certificate

**To:**

The Assistant General Manager (CC),  
BSNL BGTD, 2nd Floor,  
City Telephone Exchange  
Bangalore-560027.

**Sir,**

**Sub:** Near Relative Certificate

**Ref:** Tender Notification No. AGM (CC)/4-10/----- dated

“I.....s/o..... r/o..... hereby certify that none of my near relative(s) of all directors / Partners of M/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.”

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son's wife(daughter-in-law) daughter's husband (Son-In-law), brother(s) wife, sister's & sister's husband( brother-in-law)

Yours Truly,

(Signature with seal)

**Note:** In case of proprietorship firm certificate will be given by the proprietor. For Partnership firm certificate will be given by the all partners, and in case Limited company by all the Directors of the company.

**Section VII (H)**  
**PROFORMA OF POWER OF ATTORNEY**  
**Non-Judicial Stamp paper of Rs. 200**  
**POWER OF ATTORNEY**

Be it known all to whom it concerns that: -

1. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
2. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
3. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_ (Address) \_\_\_\_\_ hereby appoint  
Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing  
at \_\_\_\_\_ as my/our Attorney to act in my/our name and on behalf and sign  
and execute all documents/agreements binding the firm for all contractual obligations (including references of  
cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bangalore Telecom  
District, Bangalore in connection with their Tender Enquiry No.

\_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ due for opening on \_\_\_\_\_.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning  
M/s \_\_\_\_\_. And I/We hereby agree to confirm and ratify his all  
and every act of this or any documents executed by my/our said Attorney within the scope of the authority  
hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and  
my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted

(Signature of Signatory of Tender Offer of the firm)

A T T E S T E D

Notary Public

(Signature with Official Seal )

**OR**

R E G I S T E R E D

Before

( SUB – REGISTRAR ) ..... (of concerned State)

Signed Sealed & Delivered  
by the above named Contractor in the presence of

Witness:

- 1.
- 2.

Signed & Delivered  
on behalf of the Chairman and Managing Director, BSNL

Witness:

- 1
- 2.

## धारा/Section VII (I)

### करार /AGREEMENT ( In Rs 200/- Stamp Paper )

सफल निविदाकार को निम्नलिखित करार को निष्पादित करना होगा

The successful Tenderer shall have to execute the following agreement:

इस समझौते पर ----- दिन ----- (महीने) ----- (वर्ष) मैसर्स ----- आगे "ठेकेदार" कहलाए जायेंगे (किस अभिव्यक्ति को संदर्भ में शामिल या प्रतिकूल किया जाएगा, इसके उत्तराधिकारी, वारिस, निष्पादक, प्रशासनिक प्रतिनिधि और समनुदेशिनी शामिल होंगे) एक भाग में और दूसरे पक्ष में बीएसएनएल के अध्यक्ष एवं प्रबंध निदेशक जिनको बाद में बीएसएनएल संदर्भित किया गया, के बीच ।

This agreement made on this-----day of ( month)------(year)-----between M/s -----herein after called "The Contractor" ( Which expression shall excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part and Chairman & Managing Director , BSNL here in after referred to as BSNL, of other part.

जहां ठेकेदार ने बीजीटीडी में ट्रेन्चिंग पीएलबी पाइप बिछाने, ओएफ केबल खींचने, संयुक्त चेंपरों की तैयारी, फिक्सिंग, पेंटिंग और मार्ग / संयुक्त संकेतकों के साईन लेखन, पुनस्थापन और अन्य संबंधित काम को निष्पादित करने के लिए बीएसएनएल के साथ करार में प्रवेश करने की पेशकश की है, और यहां के शर्तों व निबंधनों पर बीएसएनएल द्वारा अनुमोदित दरों को विधिवत स्वीकार कर लिया गया है और जहां आवश्यक सुरक्षा जमा निविदा दस्तावेज के प्रावधानों के अनुसार प्रस्तुत की गई है और जहां सुरक्षा जमा पर कोई ब्याज नहीं लिया जाएगा।

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of Trenching, PLB Pipe laying, OF Cable Pulling, Preparation of Joint chambers, Fixing, painting and sign writing of route/joint indicators, Reinstatement and other associated works in BGTD , on the terms and conditions herein contained and the rates approved by BSNL have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and where as no interest will be claimed on the security deposits.

अब ये गवाह प्रस्तुत करते हैं और इस प्रकार पार्टियों के बीच औप द्वारा निम्नलिखित को इस प्रकार से सहमत और घोषित किया जाता है Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

1) ठेकेदार इस करार की अवधि के दौरान होगा यानि ..... से .....तक या काम पूरा होने तक, जो भी पहले हो या जब तक इस करार को इस तरह के नोटिस द्वारा निर्धारित नहीं किया जाएगा, जैसा कि पहले उल्लेख किया गया है, सुरक्षित रूप से अपने खर्चों पर नियोजित श्रम के माध्यम से और उपकरण, औजार और उपस्रकों आदि के माध्यम से, अपने खर्चों पर अपने श्रम के लिए उनके द्वारा आपूर्ति की जाएगी, निविदा दस्तावेजों में वर्णित प्रकार से सभी ट्रेन्चिंग, पीएलबी पाइप बिछाने, केबल खींचने, संयुक्त कक्षों की तैयारी, फिक्सिंग, पेंटिंग और मार्ग/ संयुक्त संकेतकों के साईन लेखन, केबल संयुक्तकरण, पुनस्थापन और अन्य संबंधित कार्य ( करार से संलग्न हुआ), जब बीएसएनएल या पीजीएम या उस तरफ पीजीएम द्वारा अधिकृत किसी अन्य व्यक्ति की आवश्यकता होती है। यह ठेकेदार द्वारा समझा जाता है कि अनुसूची पर उल्लिखित कार्य की मात्रा सेवा की अनिवार्यता की मांग के अनुरूप वास्तविक आवश्यकताओं के अनुसार बदल सकती है।

The Contractor shall during the period of this Contract that is to say from .....to..... or completion of work whichever is earlier or until this contract shall be determined by such notice as is

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hereinafter mentioned, safely carry out, by means of labour employed at his own expenses and by means of tools, implements and equipments etc., to be supplied by him to his labour at his own expenses, all Trenching, PLB Pipe laying, OF Cable Pulling, Preparation of Joint chambers, Fixing, painting and sign writing of route/joint indicators, Cable jointing, Reinstatement and other associated works as described in tender documents (annexed to the agreement), when BSNL or the PGM or any other persons authorized by the PGM in that behalf require. It is understood by the Contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) एनआईटी (निविदा आमंत्रित करने का नोटिस), बोली दस्तावेज (योग्यता और वित्तीय), इरादे का पत्र, अनुमोदित दर, यहां संलग्न और ऐसे अन्य अतिरिक्त विवरण, निर्देश, आरेख, कार्य आदेश जो कार्य के निष्पादन के दौरान दिया जाना आवश्यक माना जाएगा और अनुबंध का एक अभिन्न हिस्सा माना जाएगा और यहां पर उपयोग किए जाने वाले "अनुबंध" या "करार" अभिव्यक्ति में भी शामिल किया जाएगा। The NIT (notice inviting tender), Bid documents (Qualifying and Financial ), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

3) ठेकेदार कार्य आदेश में निर्धारित समय के भीतर काम के उचित निष्पादन के लिए आवश्यक साधनों और सामग्रियों के साथ-साथ उपकरण, उपयंत्र, मशीन, औजार, परिवहन के लिए वाहन, सामान आदि के साथ आवश्यक संख्या में कार्यकर्ताओं की आपूर्ति भी करेगा। The Contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines , implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work order.

4) ठेकेदार एतद् घोषित करता है कि बीएसएनएल के रोजगार से जुड़े या संबंधित किसी भी व्यक्ति को करार में भागीदार के रूप में कभी भी भर्ती नहीं किया जाएगा। The Contractor hereby declares that nobody connected with or in the employment of the BSNL shall not ever be admitted as partner in the contract.

5) ठेकेदार निविदा दस्तावेज में निर्धारित शर्तों व निबंधनों, नियमों, दिशानिर्देशों, निर्माण प्रथाओं, सुरक्षा सावधानियों आदि का पालन करेगा जिसमें ठेकेदार और बीएसएनएल के बीच कोई पत्राचार शामिल है जिसमें करार के तहत काम के निष्पादन और काम के भुगतान पर असर पड़ता है। 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 BSNL having bearing on execution of work and payments of work to be done under the contract.

गवाह में जहां सन्निहित पार्टियों के संबंधित हस्ताक्षर और मुहरों को लगाएं  
दिन और वर्ष में -----

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

उक्त लिखा गया:

उक्त नामिक ठेकेदार द्वारा निम्नलिखित की मौजूदगी  
हस्ताक्षर, मोहर लगाकर वितरित

गवाह:

- 1.
- 2.

हस्ताक्षरित & वितरित

अध्यक्ष एवं प्रबंध निदेशक, भा.सं.नि.लि. के लिए

गवाह:

1

**Section VII (J)**  
**DEPTH RELAXATION FORMAT**

**APPLICATION FOR Depth Relaxation to be issued by AGM/DGM/GM/PGM**

1. Name of the Route (as per Work Order for which depth relaxation sought for) -----
2. Route length (in meters) -----
3. Work order No. -----

SL. No.	Running length ( in mtrs).		Depth achieved	Reason for Relaxation	Inspection Remarks
	From	To			
1					
2					
3					
4					
5					
6					
7					

**NOTE:**

1. In case depth achieved falls under different depth slabs as per the depth slab clause, a separate application shall be submitted to the respective competent authority for granting of depth relaxation.
2. The competent authority for depth relaxation as per the depth slab at clause No. 8.1.6 of section V Part A shall inspect/or authorize to inspect the routes/locations/segment of the routes and enter inspection remarks.

Signature of Competent Authority  
(PGM/GM/DGM/AGM)

**Section VII (K)**

## Certificate for Downloaded Document

**The following certificate should be submitted in the case of downloaded tender document**

The downloaded tender document as published at the website (bangaloretelecom.com ) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

**Date :**

**Signature of the Bidder**

## Section VII (L)

### APPLICATION FOR EXTENSION OF TIME

(To be filled in by the contractor)

1. Name of the Contractor -----
2. Agreement No. -----
3. Work Order No. -----
4. Date of commencement of work -----
5. Date of completion of work -----
6. Period for which E.O.T .has been given earlier -----

Sl.No.	Extension No	Letter No and date	Period of extension	Whether E.O.T. was granted with L.D. or without L.D.
1	First			
2	Second			

7. Total extensions previously given (copies of previous -----  
letters of grant of E.O.T.(s), shall be enclosed

8. Period for which extension is applied for -----

9. Hindrance on account of which extension is applied for with details

Sl.No.	Nature of Hindrance	Date of occurrence of hindrance	Period for which it is likely to last	Period for which extension required for this particular hindrance	Overlapping period if any with reference to item	Net extension applied for	Remarks if any

10. Submitted to (Engineer-in- Charge through site Engineer) -----

Signature of the Contractor -----

Date

For Office use only

*Read, Understood & Complied*

No. AGM (CC)/4-10 /Copper cable/West/2018-19 dtd. at BG - 27, the 21/12/2018

Date of receipt	Inward serial number	signature of receiving official with date

The scrutiny of details submitted by the contractors has been done and the report is mentioned hereunder

Signature of Site Engineer

Date

## SECTION VII (M)

### APPLICATION FOR EXTENSION OF TIME

(To be filled in by the Engineer- in -Charge)

1. Date of receipt of Application for extension of time -----
2. Name of the Contractor -----
3. Work order No. -----
4. Estimated amount of work ordered against the work order -----
5. Date of Commencement of work -----
6. Due date of completion of work -----
7. Period for which extension is applied for -----
8. Hindrance on account of which extension is applied with details -----

Sl.No.	Nature of Hindrance	Date of occurrence of hindrance	Period for which it is likely to last	Period for which extension is required for this particular hindrance	Overlapping period if any , with reference to them	Net extension applied for	Extension recommended

9. Submitted to competent authority for consideration

Signature of Engineer

Date

## SECTION VII (N)

### RATES OF EMPTY CABLE DRUMS (Fixed Rates)

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

Sl. No.	Size of drum	Rate of Disposal
---------	--------------	------------------

*Read, Understood & Complied*

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1	1200 pair and above	550.00
2	800 pairs	500.00
3	400 Pairs	375.00
4	200 pairs	250.00
5	100 Pairs	150.00
6	50 pairs	125.00
7	20 pairs	100.00
8	10 pairs/5 pair	75.00

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

## SECTION- VII (O) MATERIAL SECURITY BOND FORM

Where as .....(hereafter called “the Contractor”) has been awarded the contract of Cable Construction Works, as per tender number ..... , Name of the SDCA.....  
KNOW ALL MEN by these Presents that WE ..... of.....having our registered office at .....(hereinafter called the “the Bank”) are bound unto .....(hereinafter called “ BSNL” ) in the sum of .....for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

**THE CONDITIONS** of the obligations are :

1. If the Contractor is unable to keep stores issued to him, properly, i.e the store provided to the contractor, by BSNL are damaged or
2. The stores issued to the contractor by the BSNL are stolen or
3. The Contractor is not able to provide proper account of the stores issued to him/her/them by BSNL.

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

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

Signature of the Bank  
Signature of Witness  
Name & of Address Witness



## Section VIII

### TENDERER'S PROFILE & QUESTIONNAIRE



#### 1 General:

1.1 Name of the Tenderer / Firm .....

1.2 Name of the person submitting the tender whose Photograph is affixed .Shri/Smt .....

Photo to be affixed here

- (i) Passport size Photograph of the tenderer / authorized Signatory holding Power of Attorney (who is signing this bid) **duly self attested** should be affixed in the appropriate box
- (ii) In case of Sole Proprietorship the bidder himself/herself should sign the tender. Power of attorney is required in case where bidder himself/herself has not submitted the bid but done through Power of Attorney holder
- (iii) In case of Partnership firms, the tender has to be signed by all Partners or power of attorney holder.
- (iv) In case of limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.

1.3 Address of the Tenderer /Firm

1.4 Communication Address.....

1.5 Tel. No. (With STD Code) (O) .....(Fax)..... . (R).....

1.6 Registration & incorporation particulars of the firm/Company to be submitted are:

- i. Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm, on a non-judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
- ii. Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.
- iii. Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.

1.7 Name of Proprietor/Partners/Directors.....

**1.8** Tenderer's bank details:

- i) Address .....
- ii) Current Account No. ....
- iii) Bank IFSC Code .....
- iv) MICR code ..... for ECS payment.

**1.9** Infrastructural capabilities:

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

Sl.No.	Type of Vehicle	Registration No.
1		
2		
3		

- f. Particulars of other machines possessed by the contractor which can help in trenching, cable laying and cable pulling .splicing and A/T.
  - 1 .....
  - 2 .....
  - 3 .....

**1.10** Details of Technical and Supervisory Staff:

Sl.No.	Name	Qualification	Designation	Remarks
1				
2				
3				
4				

**1.11** Details of GST etc.

- 1. Trade Index Number
- 2. GSTIN No.
- 3. PAN Number
- 4. GST Registration Certificate

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

Place:

Date:

Signature of Tenderer/Authorised Signatory .....

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Name of the Tenderer.....

Seal of the Tenderer

## Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.
  - 1.1 If Yes, Give details  
.....  
.....
2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.
  - 2.1 If Yes, Give details  
.....  
.....
3. Suggestion for improvement of the tender document.  
.....  
.....  
.....

Place.....

Signature of contractor .....

Date ..... Name of Contractor .....

NOTE: 1. Any clarification on this tender document with respect to above points may be addressed to the tendering authority within 10 days from the date of NIT and the same will be clarified Within 3 days of receipt of the same.  
2. Any request for clarification received after 10 days will not be entertained.

## Section - IX

### PART -A

#### BID FORM

Tender No. AGM (CC)/4-10/Copper cable/West/2018-19/6 dtd @ BG - 27, the 21/12/2018

To,  
The Principal General Manager,  
BSNL, BGTD. Telephone House,  
Rajbhavan Road, Bangalore - 01.

Dear Sir,

Having examined the conditions of Contract and Specifications including addenda numbers-----, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of trenching, laying of underground copper cable for Development Works including supply of accessories in West area of BGTD in conformity with said terms &, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for a period of **150 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.

We also agree to extend the bid validity for a period of further **120 days** on BSNL's request as per clause 2 of Section II.

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

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

Date

Name:

Signature of Authorised Signatory .....

In capacity of .....

Duly Authorised to sign the bid for and on behalf of .....

Note:

- (i) In case of proprietary / partnership firm, the tender has to be signed by proprietor/ all partners / power of attorney holder
- (ii) In case of Limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.

Witness .....

Address .....

*Read, Understood & Complied*

No. AGM (CC)/4-10 /Copper cable/West/2018-19 dtd. at BG - 27, the 21/12/2018

Signature .....

*Read, Understood & Complied*

---

**Section IX**  
**PART-B**

**PRICE SCHEDULE (FINANCIAL BID)**

Copper cable laying in West area of BGTD

To

The Principal General Manager,  
BSNL, BGTD.

Subject: Our Financial Bid for tender for trenching, laying of copper cable for Development Works –  
5 pair/Distribution/Primary cable and Reinstatement in West area of BGTD  
for the Year 2018-19.

Tender No: -----

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the Cable Construction Works in conformity with the said specifications and conditions of contract at the percentage ( Below / At Par / Above) with respect to the schedule rates given at Section X. (The Schedule of rate at section X is exclusive of GST)

BELOW

In figures.....%.

In words.....percent

OR

AT PAR

In words.....

OR

ABOVE

In figures.....%

In words.....percent

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 150 days and also for further extension of 120 days vide clause 2 of section II of the tender document from the date of opening of the qualifying bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date

Signature of the Tenderer.....

Name of the Tenderer.....

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

**In case if the quote is 'At Par' with respect to the schedule of rates, the same should be mentioned in words "At Par" at the respective column.**

*Read, Understood & Complied*

**Section - x**  
**Schedule of rates**

Sl	Trench Category	Item	Unit	Offered SR
(1)	(2)	(3)	(4)	(5)
		<b>U/G-10 Pair&amp; above cable construction -</b> Excavating trenches of ABCD Type including backfilling, Compacting (After laying the cable) and removing excess earth from site.		
	<b>In non-surfaces strata</b>			
		All kinds of soils		
1	A		Per meter	140.85
2	B		Per meter	195.02
3	C		Per meter	249.18
4	D		Per meter	303.35
	<b>Rocky strata</b>			
		Ordinary rock		
5	A		Per meter	219.72
6	B		Per meter	305.44
7	C		Per meter	391.16
8	D		Per meter	476.87
	<b>Hard rock</b>			
9	A		Per meter	396.74
10	B		Per meter	553.27
11	C		Per meter	709.79
12	D		Per meter	866.32
	<b>Surfaced Strata</b>			
		Asphalt		
13	Aa		Per meter	140.38
14	Ab		Per meter	137.94
15	Ac		Per meter	131.96
16	Ad		Per meter	113.49
17	Ba		Per meter	191.38
18	Bb		Per meter	188.12
19	Bc		Per meter	177.25
20	Bd		Per meter	155.51
21	Ca		Per meter	241.56
22	Cb		Per meter	238.02
23	Cc		Per meter	227.97
24	Cd		Per meter	197.27
25	Da		Per meter	293.09
26	Db		Per meter	288.20
27	Dc		Per meter	275.97
28	Dd		Per meter	239.29
<b>Sl</b>	<b>Trench</b>	<b>Item</b>	<b>Unit</b>	<b>Offered SR</b>

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	Category			
		Tiled		
29	A		Per meter	149.03
30	B		Per meter	204.27
31	C		Per meter	259.53
32	D		Per meter	314.76
		Cement concrete		
33	A		Per meter	157.35
34	B		Per meter	215.38
35	C		Per meter	273.41
36	D		Per meter	331.43
	<b>5 pair cable construction works</b>			
	Excavating trenches with dimensions of trench as Top width 30 cms, bottom width 25cms and depth up to 60 cms including backfilling , compacting (after laying the cables and removing excess earth from site)			
	<b>In non surfaced strata</b>			
37		All kinds of soils	Per meter	59.60
38		Ordinary rock	Per meter	91.15
39		Hard rock	Per meter	125.74
	<b>Surfaced strata</b>			
	<b>Footpaths</b>			
40		Tarmac/Asphalt	Per meter	71.94
41		Tiles	Per meter	75.81
42		Cement concrete	Per meter	82.47
	<b>Rates for Items other than trenching (Materials will be made available at District Stores Depot)</b>			
43	IGIP	<b>Laying and fixing of GI pipes on Bridges and Culverts- 65 mm dia</b>	Per meter	22.30
	IRCC	<b>Laying &amp; Fixing and sealing of full round RCC pipes on Road Crossings</b>		
44	IRCC 1	150 mm dia	Per meter	19.74
45	IRCC 2	250 mm dia	Per meter	19.74
46		Supply of full round RCC pipes 150mm dia	Per meter	77.00
47		Supply of full round RCC pipes 250mm dia	Per meter	188.00
48	PCC	<b>Providing RCC protection at site with 1:2:4 reinforced by Weld Mesh 25cm X25cm</b>	Per cum	3585.15
	2PLT	<b>Laying &amp; Pulling of cables in Trenches</b>		
49	2PLT 1	up to 50 pairs	Per meter	5.98
50	2PLT2	100 /200 pairs	Per meter	7.35
51	2PLT3	400 Pairs	Per meter	31.54
52	2PLT4	800 pairs	Per meter	41.34
53		1200 pairs	Per meter	41.89
<b>Sl</b>	<b>Trench</b>	<b>Item</b>	<b>Unit</b>	<b>Offered SR</b>



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	<b>Category</b>			
	2PLD	<b>Pulling of Cables in Ducts</b>		
54	2PLD 1	400 pairs	Per meter	42.56
55	2PLD 2	800 pairs	Per meter	44.21
56		1200 Pairs	Per meter	44.76
	3WPL	<b>Providing Warning/Protection Layer</b>		
57	3WPL 2	Providing and laying Longitudinal Brick	Per meter	10.96
58	3WPL 3	Providing and laying Transverse Brick	Per meter	21.94
	4COPP	<b>Construction of Plinth for Pillar</b>		
59	4COPP1	For pillar up to 1000 pairs	Per No	3078.00
60	4COPP2	For pillars above 1000 pairs	Per No	3078.00
	5DP	<b>Erection, Termination</b>		
	5DPE	<b>External DPs</b>		
61	5DPE1	10 pairs	Unit	381.37
62	5DPE2	20 pairs	Unit	449.30
	5DPN	<b>Internal DPs</b>		
63	5DPN1	5/10 Pairs	Unit	191.84
64	5DPN2	20/50 pairs	Unit	205.42
		<b>Termination of Cables on Pillars</b>		
65		200 pairs	per termination	326.04
66		400 pairs	per termination	326.04
		<b>Termination of Cables on MDF</b>		
67		200 pairs	per termination	326.04
68		400 pairs	per termination	326.04
		<b>Jointing of cables (Straight and Branch Joints) and end to end Testing</b>		
69		5pair	Per joint	68.46
70		10 pairs	Per joint	136.92
71		20 pair	Per joint	273.84
72		Upto 50 pairs	Per joint	684.68
73		100 Pairs	Per joint	820.53
74		200 Pairs	Per joint	956.38
75		400 Pairs	Per joint	1228.08
76		Above 400 Pairs additional rates payable per 100 pairs in excess	Per joint	135.85
		<b>Teeing work, testing and removal of Tee</b>		
77		Teeing(200 pair)	Per pair	5.86
78		Teeing(400 pair and above )	Per pair	5.86
79		Release of Tee (200 pair)	Per pair	5.86
80		Release of Tee (400 pair and above )	Per pair	5.86
81	RJF	Fixing and Painting of Route / Joint indicators	Indictor	173.02
82		Supply of route indicators	Indictor	168.05
<b>Sl</b>	<b>Trench Category</b>	<b>Item</b>	<b>Unit</b>	<b>Offered SR</b>

83	DOC	<b>External plant UG cable network diagram including DP erection and termination details per DP/House termination .documentation with soft copy of route/ per set (6 copies of bound document book)</b>	Set	500.00
		<b>Different items of work in pole less OD network</b>		
84		Construction of Mini pillar bed/Foundation , Erection.	Number	2900.50
85		Documentation of termination details	no of mini pillars	270.00
86		Laying in side the compound 5pr/10pr cable and laying of PVC rigid pipes with suitable nylon rope/ pulling wire for cable pulling including the cost of nylon rope	meter	5.40
87		Laying and fixing PVC pipe on the wall for 5Pr/10pr DP erection.	meter	8.10
88		5pr/10 pr DP fixing on the wall and Termination of 5pr/10pr cable in the DP	DP	324.00
89		Cable laying in the trench Per cable 5pr/10pr/20pr.	meter	2.70
90		Route Index diagram	Per km	88.00
		<b>Rates for laying underground cable by HDD method</b>		
91		Up to 150 mm dia	Per meter	800.00
92		Above 150 mm dia	Per meter	960.00
		<b>Reinstatement charges</b>		
		<b>Type of Road</b>	<b>Per Unit</b>	<b>Offered SR (in rupees)</b>
93		Gravel Surface	Sq. Mtr	336.50
94		Interlocking Blocks	Sq .Mtr	402.48
95		Chequered Cement Concrete Tiles	Sq. Mtr	451.61
96		Water bound Macadam Surface (A,B,C Category Road )	Sq. Mtr	229.50
97		Water bound Macadam Surface (D Category Road)	Sq. Mtr	148.38
98		Asphalt Surface (A Category - Thickness 0.397cm)	Sq. Mtr	1285.02
99		Asphalt Surface(B Category- thickness 0.372)	Sq. Mtr	1082.62
100		Asphalt Surface(C Category thickness 0.322)	Sq. Mtr	677.84
101		Cement Concrete 1:2:4	Cum	4502.55

**Note: The rates are exclusive of GST. GST as applicable will be paid extra on production of necessary bills.**