

**NIT No. DGM/ETR-BN/A-5/OFC/2017-18/II dated 27-06-2017**



**Bharat Sanchar Nigam Ltd.**

*(A. Government of India Enterprise)*

**O/o the Deputy General Manager(Mtce), ETR,  
Old Microwave Campus, Nayapally, Bhubaneswar-751012**

## **E-TENDER DOCUMENT**

**NAME OF WORK:**

**NIT for permanent restoration of lossy and non-standard overhead section by Patchwork in the Optical Fibre Cable( OFC) Net work of Bhubaneswar, Keonjhar, Koraput, Rourkela and Sambalpur OFC Divisions under Odisha ETR Sub-region.**

**Submission of E-Tender : Up to 15:00 Hrs of 21-07-2017**

**Date & time of opening of Tender : 15:30 Hrs of 21-07-2017**

**Divisional Engineer Trans Mtce**

**Bhubaneswar-751001**

**Phone No: 0674-2395746 (Off), 2394300 (FAX)**

PLEASE VISIT BSNL Odisha site: [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)

E-Tender Portal of M/s ITI Ltd. - [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)

**Cost of Tender Paper: Rs.1050/-(including 5%VAT)**

**TIN-21661119743**

Signature & seal of bidder

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Note: All the pages should be signed by the bidder and submitted

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**Section-I**

<b>Office of the Deputy General Manager (Mtce), ETR, Nayapally, Unit-8, Bhubaneswar-751012 Tel.No. 0674-2560995 FAX No. 0674-2560100</b>		<b>भारत संचार निगम लिमिटेड</b> (भारत सरकार का उपक्रम) <b>BHARAT SANCHAR NIGAM LIMITED</b> (A Govt. of India Enterprise)
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No.DGM/ETR-BN/A-5/OFC/2017-18/II Dated at Bhubaneswar the 27-06-2017

**NOTICE INVITING E-TENDER**

For and on behalf of Bharat Sanchar Nigam Limited, the Dy General Manager, BSNL, ETR, Nayapally Bhubaneswar-751012 invites e-tenders from reputed firms/ agencies for attending the defects by patchwork in OFC (Optical Fibre Cable) routes in Bhubaneswar, Keonjhar, Koraput, Rourkela and Sambalpur OFC divisions of Eastern Telecom Region, Sub region, Odisha for a period of **one year, extendable by another year on mutual consent.**

In this e-tendering process, no tender document shall be physically available for sale. Tender document can be downloaded from BSNL website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) following the Link – “Circle”. Alternatively, the same shall also be available for downloading from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Interested bidders shall have to participate in this e-tendering process by registering themselves in the online portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) through M/s. ITI Limited for downloading/applying the same. The necessary tender processing charges have to be paid to M/s. ITI Limited through online to participate in the tender.

1	Name of the Work	Tender for attending defects by patchwork in Optical Fiber Cable Routes Viz: replacing more joints cable/ attending lossy section by trenching, punching, micro tunneling, laying & jointing of HDPE/PLB/GI/RCC pipe, pulling of O.F. cable, construction of joint pits and other associated works for better maintenance of OFC network in Bhubaneswar, Keonjhar, Koraput, Rourkela and Sambalpur OFC divisions under ETR, Odisha Sub-Region
2	Area of Contract	Bhubaneswar, Keonjhar, Koraput, Rourkela and Sambalpur OFC divisions under BSNL ETR, Odisha Sub-Region.
3	Designation and address of the authority inviting tender	Deputy General Manager, (Mtce), ETR, BSNL, Old Microwave Campus, Nayapally, Bhubaneswar-751012
4	E-Tender No.	DGM/ETR-BN/A-5/OFC/2017-18/II dated 27-06-2017
5	Eligibility criteria	Experienced bidders, who have executed OFC laying work of at least 05(Five) Kms during last three years for Govt/PSUs or reputed firms/organisations are eligible to apply. Bidder shall have a minimum annual turnover of Rs. 30 Lakhs per annum during any one of previous three years. The experience certificate should be issued by the authority who should not be below the rank of DGM for Govt/PSUs and any authorized signatory for reputed firm/organization. The bidder should have GST registration.
6	Time & date of submission of e-tender/bid	Upto 15:00 Hrs of dated 21-07-2017
7	Time & date of opening of e-tender/bid (Technical bid)	15:30 Hrs of dated 21-07-2017 onwards.
8	Bid Validity period	150 days from the date of opening of technical bid.
9	Type and number of divisions involved	As per the table-A given below
10	Period of contract	One year from the date of Award of contract with an option of extension for a further period of maximum one year as per terms and conditions of the tender document.

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11	Estimated Cost.	As per the table-A given below
12	Cost of tender paper ( Non-refundable)	Rs.1050/- (Rupees One thousand fifty) only for each OFC division to be paid through Cash or a single DD drawn in favour of "Accounts Officer, O/o Dy. General Manager (Mtce), ETR, Bhubaneswar" payable at Bhubaneswar.
13	EMD/Bid Security	As per the table-A given below. EMD should be paid in the form of a single DD/BC or TDR in favour "Accounts Officer, O/o the DGM(M),ETR, Bhubaneswar" payable at Bhubaneswar.
14	Rejection of tender paper	The Deputy General Manager (Mtce), ETR, Bhubaneswar reserves the right to reject any or all tender bids without assigning any reason thereof. Incomplete, ambiguous, conditional tender bids are liable to be rejected.
15	Availability of Tender Document	Tender document can be downloaded from BSNL website www.odisha.bsnl.co.in following the Link – "Circle". Alternatively, the same shall also be available for downloading from www.tenderwizard.com/BSNL from 27-06-2017 onwards up to 21-07-2017 15:00 Hrs. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
16	Contact details of BSNL	1. D.E. Trans(Mtce), Bhubaneswar: 9437964471 0674-2395746 2. SDE(Tech), ETR, Bhubaneswar: 9437084433 0674-2560777 3. ITI Assistance(BSNL helpdesk): 9438724476 4. ITI Assistance(BSNL helpdesk): 8280295353

In case the tender opening day is declared as holiday/ bandh day, tender will be opened at the same time on the next working day. Any bid received after 15.00 hrs on date 21.07.2017 will not be accepted.

### **Table-A : Division-wise OFC Patchwork with Estimated Cost & EMD**

Sl.No	Name of the OFC Division	Approximate length of route	Estimated cost (in Rs.)	Cost of tender form ( in Rs.)	EMD (in Rs.)	Performance Guarantee (in Rs.)
1	Bhubaneswar	25 kms	70,90,000/-	1050/-	1,41,800/-	3,54,500/-
2	Keonjhar	25 kms	55,75,000/-	1050/-	1,11,500/-	2,78,750/-
3	Koraput	25 kms	78,84,000/-	1050/-	1,57,680/-	3,94,200/-
4	Rourkela	25 kms	85,58,000/-	1050/-	1,71,160/-	4,27,900/-
5	Sambalpur	25 kms	90,08,000/-	1050/-	1,80,160/-	4,50,400/-
	<b>Total</b>	<b>125 kms</b>	<b>3,81,15,000/-</b>	<b>5250/-</b>	<b>7,62,300/-</b>	<b>19,05,750/-</b>

Bidder can bid for any number of division(s) he/she desires and accordingly he/she has to deposit the tender paper cost and EMD as per the above table. Bidders registered with NSIC/MSME are exempted from paying cost of tender paper as well as EMD on production of documentary proof.

DE Trans(Mtce)  
Bhubaneswar-751001  
Phone No: 0674-2395746 (Off), 2394300 (FAX)

Note: The tender document should be downloaded from the website stated above and the cost of the tender document has to be paid either in cash or DD/BC drawn in favour of AO, % DGM (M), ETR, Bhubaneswar payable at Bhubaneswar and EMD through DD/BC/TDR while submitting the tender document. Otherwise the tender is liable to be rejected.

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## SECTION-II

### **E-TENDER TERMS AND CONDITIONS FOR OFC MAINTENANCE WORK FOR ETR**

#### **1. PREAMBLE**

For and on behalf of Bharat Sanchar Nigam Limited, the Dy. General Manager (Mtce), ETR, Bhubaneswar invites E-tenders for attending the defects by patchwork in Optical Fibre Cable routes in Bhubaneswar, Keonjhar, Koraput, Rourkela and Sambalpur OFC divisions of Eastern Telecom Region under Odisha Sub-region for a period of **one year, extendable by another year on mutual consent.**

Eastern Telecom Sub-Region, Odisha is a unit of BSNL (A Govt. of India Enterprise), responsible for the maintenance of **Optical Fibre Cable** network and systems in the state of Odisha. The Optical Fibre cable is generally laid along the side of the Road (National Highways, State Highways, Municipal Corporation, Rural roads) to connect Telecom Installations and various network elements in BSNL.

The patchwork activity mainly consists of **replacing cable sections with many close/nearby joints by new one, replacing the overhead cable by underground, attending the lossy sections. All these works are to be done by trenching, punching, micro tunnelling, laying & jointing of HDPE/PLB/GI/RCC pipe, pulling of O.F. cable, construction of joint chambers etc. Also it includes the work of erecting standard RCC alignment and drawing Optical Fibre cable with support wire in that wherever underground laying is not possible and other associated works as per the construction specifications contained in Tender Documents.**

#### **2. BIDDER ELIGIBILITY:**

- 2.1 The bidder should have executed Optical Fibre Cable laying work of at least 05(Five) Kms during last three years viz. 2014-15, 2015-16 and 2016-17 for Govt/PSUs or reputed firms/organisations.
- 2.2 Bidder shall have a minimum annual turnover of Rs. 30 Lakhs per annum during any one of the previous three years viz. 2014-15, 2015-16 or 2016-17.
- 2.3 The bidder should furnish EMD & cost of bid document as per NIT Section-I. Submission of EMD and Tender Paper cost is not required to those bidders who are registered with NSIC/MSME.
- 2.4 The bidder should have GST registration in the firm/bidder's name.
- 2.5 The bidder should have PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 2015-16 i.e. assessment Year 2016-17.

#### **3 TENDER SUBMISSION:**

- 3.1 The bid contains three parts –

**The first part (Envelope-A) should contain**

- a) Original DD/BC/TDR towards cost of tender document.
- b) Original DD/BC/BG/TDR towards EMD/Bid Security
- c) Original power of attorney ( if applicable) executed after the date of NIT.
- d) Self attested copy of Experience certificate issued by competent authority as per 5.c
- e) Self attested copy of annual turn over certificate from the auditor.
- f) Self attested copy of registration of firm/company/individual as the case may be.
- g) Self attested copy of PAN.
- h) Self attested copy of GST Registration.

The above documents are to be kept in wax/tape sealed envelope-A and should be superscribed at the top as **"E-tender for OF Cable patchwork for ..... OFC Division, ETR"** and to be dropped into the tender box placed in the chamber of SDE(Tech), 1<sup>st</sup> Floor, O/o the DGM(M),ETR, Nayapally, Bhubaneswar-751012 upto **15:00 Hrs** of the day of e-bid opening i.e. **21-07-2017**.

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3.2 The second part is the envelope-B(a soft copy folder) containing scanned documents of Technical Bid as per the check list should be uploaded in the appropriate place of the e-tender portal of M/s ITI Ltd. Technical e-bid check list containing the list of documents in the excel format has to be filled carefully in the e-portal.

3.3 The third part contains financial e-Bid (Price Schedule). Financial e-bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID e-portal.

The completed e-bid form with address and seal of the bidder should be addressed to  
The Sub Divisional Engineer (Tech)  
% the DGM(Mtce), ETR, Unit-VIII  
Nayapally, Bhubaneswar-751012

3.4 The tender can also be sent by registered post or can be submitted in person to the above mentioned address on or before the due date and due time. Delay in postal transit will not be accepted as a valid reason for condoning the delay in submission of the tender.

3.5 Last date for submission of tender offer is 15.00 hours of **21.07.2017**.

3.6 The bidder is requested to sign in all pages of the tender document before submission as a token of having read the tender forms fully and understood and return the same.

3.7 The bidder is requested for online submission of the tender document as a token of having read the tender documents fully and understood. Both online/offline submissions are mandatory before the closing of bid submission.

**Online submission:**

- i) Scanned copy of DD for bid document as applicable
- ii) Scanned copy of DD/TDR/BG to the value of EMD as applicable.
- iii) All eligible documents listed in clause 5 of Section-II of the tender document.
- iv) Signed copy of the tender document either manually or digitally.
- v) Financial Bid

3.8 All mandatory documents should be submitted both online and offline.

**3.9 Evaluation will be done based on the documents submitted in online only.**

3.10 The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

**4 EARNEST MONEY DEPOSIT**

- 4.1 EMD as per the applied unit/area/division should be paid.
- 4.2 EMD shall be deposited in the form of Bank Guarantee or Bank Term Deposit Receipt in favour of Accounts Officer, % the Dy. General Manager (Mtce), ETR, Bhubaneswar payable at Bhubaneswar issued by any Nationalized Bank/Scheduled Bank. The BG/TDR should be valid for 180 days and should be issued after the date of NIT.
- 4.3 Bidders who are registered with NSIC/MSME authorities for the tendered services/item are exempted from paying EMD and Cost of tender document Fee on production of a valid copy of certificate issued by NSIC/MSME for the purpose.
- 4.4 The EMD will not carry any interest, while it is in the custody of BSNL.
- 4.5 The EMD will be returned to the successful/unsuccessful bidders after finalization of the Tender.
- 4.6 The EMD will be forfeited if a successful bidder does not pay the Security Deposit in time and execute the Agreement. He will also not be eligible to participate in the tender floated by BSNL ETR, Bhubaneswar for the same work for one year from the date of intimation to pay the SD.
- 4.7 The EMD will be forfeited if the bidder withdraws the tender offer before finalization of the tender.

**5 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

The bidder shall furnish the self attested copies of the following documents, as part of his bid documents establishing the bidder's eligibility. The original documents should be produced on demand for verification.

- a) Cost of tender document
- b) EMD payment through DD/BG/TDR in original.
- c) Experience certificate of satisfactorily performance of Optical Fibre Cable laying works for a minimum

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period of one year in any of the previous three financial years by Govt/PSU/reputed organization. The experience certificate should be issued by the authority who should not be below the rank of DGM for Govt/PSUs and any authorized signatory for reputed firms/organizations.

- d) Copy of PAN and copy of latest IT return.
- e) The bidder shall have a minimum annual turnover of Rs.30 lakhs per annum during any one of the previous three years. The annual turnover certificate to this effect should be duly certified by the company auditor. Neither balance sheet nor profit and loss account statement will be entertained.
- f) Certificate for not having near relatives working in BSNL.
- g) Copy of proof of GST Registration.
- h) Copy of Registration certificate of the Company/Firm.
- i) Copies of Articles of Association and Memorandum of Association in case of Limited Company or Copies of Partnership Deed and Power of Attorney in case of Partnership firm or Affidavit in case of sole proprietorship.
- j) Bidder's profile duly filled in.
- k) Check list duly filled in.
- l) Technical bid information sheet

However, any bid not accompanying the following documents/deposits will summarily be rejected.

- a) Cost of documents
- b) Bid Security area/unit/division wise.
- c) Experience certificate as per clause no. 5.c
- d) Tender form signed in all pages either manually or digitally.

## **6 BID OPENING**

- 6.1 The tenders will be opened in the Conference Hall, located at 1<sup>st</sup> Floor of the office of DGM(Mtce), ETR, Bhubaneswar in the presence of the bidders or their representatives present at that time.
- 6.2 Two stage process will be adopted in the opening of the bids. On the tender opening date "TECHNOCOMMERCIAL" bid shall be opened first and examined. The "FINANCIAL BID" will be opened only for qualified bidders in "TECHNOCOMMERCIAL" bid. The date and time of opening of FINANCIAL BID" shall be conveyed to all the bidders who have qualified in "TECHNOCOMMERCIAL" bid and their representative shall be allowed to attend the financial bid opening.
- 6.3 If the office remains closed or is not able to function due to unexpected reasons the tender will be opened at the same time of the next following working day.
- 6.4 Any tender received after the deadline for submission of bids prescribed by BSNL in Clause 3.5 shall be rejected and returned to the tender.
- 6.5 Representative/authorized person desirous of attending the bid opening must produce an "AUTHORISATION LETTER" as per the format prescribed in the tender.
- 6.6 BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts with BSNL or not fulfilling the tender conditions for the tender floated by BSNL, ETR, Bhubaneswar.
- 6.7 The "TECHNOCOMMERCIAL" bid will be opened on the date of opening of e-tender in e-portal.
- 6.8 During opening of "Financial Bid", in case there is discrepancy in figures and words in the quote, the same shall be announced in the Bid opening time, but the rate quoted in words shall prevail.

## **7 REJECTION OF OFFER**

- 7.1 The bidder is expected to read and examine all the instructions, terms and conditions of the bid. Failure to furnish any information required as per the tender conditions or submission of the tender schedule not substantially responding to the tender condition in every respect will be at the bidder's risk and shall result in rejection of the tender.
- 7.2 If any the prescribed conditions are not fulfilled or incomplete in any respect then the tender is liable to be rejected.
- 7.3 No clause in terms and conditions, agreement or in Annexure should be added or altered. If any clause is found added or altered the tender will be rejected.

## **8 RATE QUOTING METHOD**

- 8.1 The rates should be quoted only for the areas for which the costs of document and EMD have paid as per the NIT in figures and words in the form supplied under Section-VI Financial bid. Any ambiguity in rates

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- shall make the tender invalid. No clause should be added or altered in Section-VI **Financial Bid**.
- 8.2 The bidder shall give the total composite price and the price needs to be individually indicated against all the items as per price schedule given in section-VI. The offer shall be firm in Indian Rupees.
  - 8.3 The rates are to be quoted clearly in words and figures in Section-VI Financial Bid only. The amount quoted should be inclusive of all charges and levies but excluding GST as applicable.
  - 8.4 The GST as applicable shall be shown separately in the monthly bills.
  - 8.5 If any correction in quote is necessary, it should be updated in the portal only before the closing time without any addition/alternation in clause of Section-VI Financial Bid.
  - 8.6 A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
  - 8.7 The unit price quoted by the bidder shall be sufficient to enable BSNL to arrive at prices offered for the route.
  - 8.8 In case if there is any difference or ambiguity in amount written in figures and amount written in words, then the amount written in words will be treated as amount quoted.
  - 8.9 The amount quoted is fixed during the entire period of contract and extended period if any and shall not vary on any account. No upward revision of rate is allowed.

## **9 EVALUATION CLAUSE**

- 9.1 BSNL will evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required cost of document and EMD have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 9.2 Techno-commercial Bid Evaluation committee shall evaluate the bids to determine whether they are complete in all respect. Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid in the bid format. For purpose of these clauses a substantially responsive bid is one which confirms to all the terms and conditions of the bid documents without any deviations. BSNL's determination of bid's responsiveness is to be based on the contents of the bid documents without deviations. A bid, determined as substantially non responsive will be rejected by BSNL.
- 9.3 BSNL may waive any minor infirmity or non-confirmity 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.
- 9.4 The Financial bid of the valid techno-commercial and responsive bids shall be opened subsequently on a day fixed by the BSNL and evaluated separately. The date of the opening of the financial bid shall be communicated to the Techno-commercially qualified bidders in e-portal.
- 9.5 The tender evaluation will be based on the lowest rate for total items and the rates are to be quoted accordingly in the FINANCIAL BID in Section-VI. Rates are negotiable as desired by BSNL.
- 9.6 If there is any difference or ambiguity between the rates quoted in figures and words, the rates quoted in words will be considered for evaluation.
- 9.7 The work shall be allocated to one or more than one contractor as per the requirements of BSNL. The L1 shall be arrived at, as indicated in Section-VI of financial bid.

## **10 SECURITY DEPOSIT**

- a) The successful bidder including NSIC/MSME registered firms should deposit Security Deposit equivalent to 5% of the tendered amount for the work specified for two years within 15 days from the date of issue of provisional awarding letter.
- b) This Security Deposit is payable in the form of Bank Guarantee or Term Deposit Receipt only issued by a Nationalized/Scheduled Bank and it should be for a period of 30 months.
- c) Performance Bank Guarantee of 5% of the total contractual cost is to be deposited by the contractor to BSNL before signing of the agreement. Contractor shall submit the aforesaid PBG of the said amount or as BSNL may recommend from time to time. Without prejudice to other rights and remedies available to BSNL, BSNL reserves the right to forfeit/adjust the said PBG in full or part or any sum due from the contractor to BSNL at any time. Contractor shall continue to be liable for balance if any.
- d) BSNL reserves the right to increase the amount of PBG at any time on its own discretion with respect to any/some/all such contractors.
- e) The amount of PBG will be kept as Security Deposit for a period of 30 months. If the period of validity of the Tender extended, the validity period of the PBG should also be extended. In case additional guarantee is

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required for the extension of the contract as per this clause, such BG for the period that may be prescribed is to be furnished. Failure to pay the security deposit within the specified time will entail forfeiture of EMD and also rejection of the tender.

- f) The Security Deposit will not carry any interest while it is in the custody of BSNL.
- g) The security deposit will be refunded only after the successful completion of the contract.
- h) The successful bidder should remit an additional Security Deposit if the contractor is asked to supply additional vehicles.
- i) If the contractor fails to undertake the work within the time limit mentioned, the penalty for delay shall be recovered from the Security deposit.
- j) If the contractor fails or delay in carry out of OFC maintenance work as ordered by BSNL or fails to make good the damage done to the assets of BSNL while executing the contract, the recovery of the penalty or to the extent of cost of rectification or damage done as assessed by BSNL shall be recovered from the pending bills or Security Deposit. The assessment on recoveries made by the BSNL shall be final and binding on the contractor.
- k) The Security Deposit will be forfeited in the following circumstances:-
  - i) In case of any document is found false/forged at any stage.
  - ii) If the contract is terminated by the BSNL due to poor quality of work or negligence/misbehavior/bad act of the contractor/his personnel or non-observing the provisions stipulated in the contract.
  - iii) If the contractor is found violating any law/rule related to work and workman and report in this regard is received from the competent authority indicating the contractor for violation of any law/rule. If any compensation is to be paid by BSNL for failure to adhere to the laws, the same will be borne by the contractor.
  - iv) If the bidder withdraws the tender during the currency of the tender period.

## 11 AGREEMENT

- 11.1 The successful bidder will be required to execute an agreement in a Non-judicial stamp paper of appropriate value within the time frame stipulated by BSNL.
- 11.2 The BSNL reserves the right to add/delete/alter the clause in the agreement.
- 11.3 Failure of the successful bidder to comply with the requirement of clause 11.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD) in which event BSNL may make the award to any other bidder, at the discretion of BSNL or call for new bids.

## 12 VALIDITY

- 12.1 The bid shall remain valid for 180 days from the date fixed for bid opening and it will remain binding upon the bidder and is to be accepted at any time before the expiry of the period. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- 12.2 The period of contract shall normally be one year from the date of awarding of the tender but can be extended for a further period of another six months or till such time a fresh tender is finalized whichever is earlier at the same rate with the same terms and conditions.
- 12.3 The rate once approved will not be changed under any circumstances. No upward revision of rate is allowed during the entire period of contract including the period of extension if any.

## 13. AWARD OF CONTRACT

Tendering authority shall consider placement of letter of intent (LOI) to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **two** weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Annexure-3** with the bid document.

## 14. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Tendering authority 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 whatsoever and without

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thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action. BSNL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to affected bidder(s) for the action of BSNL

## **SECTION-III**

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

#### **1. APPLICATION:**

The General Conditions shall apply in contracts made by BSNL for the patchwork of Optical Fibre Cable services rendered by the bidder.

#### **2. STANDARDS:**

The services provided under this contract shall conform strictly to the BSNL standards prescribed in the special conditions mentioned in Section-IV.

#### **3. INSPECTION AND TESTS:**

- 3.1 BSNL's representative shall have the right to inspect the premises of the bidders.
- 3.2 Shall any inspected items/specifications fail to conform to the Specifications, BSNL may reject the bidder.
- 3.3 If any service rendered by the vendor is found defective or abnormal delay, the same shall be got completed from outside or BSNL source and the cost of any such work made by BSNL shall be deducted from the amount payable to the contractor.
- 3.4 Nothing in clause 3 shall, in any way, release the Supplier from any Warranty or other obligations under this contract.

#### **4. WARRANTY:**

All material supplied/used and the work/ service rendered by the Contractor shall be guaranteed against the defective workmanship for a period of **six months** from the date of completion of the contract. The contractor shall make good of the defects within one month after intimation by the designated officer of BSNL failing which penalty amount as mentioned in item-13 of schedule A shall be recovered..

#### **5. DAMAGES AND LOSSES**

- 5.1 The contractor getting the work order will be entirely responsible for all losses and damages caused during contract of work by him to men, material and properties belonging not only to BSNL but also to other BSNLs, organizations and individuals. BSNL shall have no liability whatsoever.
- 5.2 Any legal or financial implications while executing the work would vest with the contractor only. BSNL shall have no liability whatsoever.

#### **6. PENALTIES/ LIQUIDITY DAMAGES**

- 6.1 The contractor getting the work order will be entirely responsible for all losses and damages caused during the execution of work being done and as a consequence of work done by him to men, material and properties belonging not only to BSNL but also to other BSNLs, organizations and individuals who use the road and other places where the contractor is expected to carry out the works.
- 6.2 In the event of the contractor refusing or failing to make amends and / or compensate for such losses

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and damages at his own expenses, the BSNL may attend to such matters and deduct such of the sums expended and / or lost on account of the same from the amounts due and payable to the contractor. In case of materials or properties of BSNL, the sum as per the BSNL rates will be deducted from the amount due and payable to the contractor or from the security deposit. The decision of Pr.GM(Mtce), ETR, Bhubaneswar will be final in this regard.

## **7. TERMINATION**

- 7.1 BSNL, ETR, Bhubaneswar, may without prejudice to any other remedy for breach of contract, may terminate the contract with forfeiture of Security Deposit in whole or in parts by giving 15 days notice.
- i) If the contractor fails to perform any of the terms and conditions under the contract.
  - ii) BSNL may without prejudice to other rights under the law of the contract provided get the tender work done at the risk and cost of the bidder in the above circumstances.
  - iii) BSNL may also by giving written notice and without compensation to the contractor, terminate the contract with forfeiture of Security Deposit, if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action for remedy, as deemed fit.
- 7.2 BSNL shall not be responsible for any loss or damage incurred to the contractor as a result of the termination of the contract. BSNL shall be free to take due action for the appointment of a new contractor during the period under notice and thereafter. The contractor / the company will be debarred for further participation in the tender floated by BSNL
- 7.3 The successful bidder shall under no circumstances sublet the contract and if shall do so, the BSNL whereupon by notice in writing rescind the contract with forfeiture of Security Deposit.
- 7.4 BSNL reserves the right to blacklist a contractor for a suitable period in case he fails to honour his tender without any sufficient grounds.

## **8. PAYMENT OF BILLS**

- a) Payment will be made on monthly basis on satisfying that the work is done as per the agreement. The following documents shall be submitted by the bidder to the DE in charge for releasing payments by BSNL.
- i) Invoice for the month in triplicate along with the relevant work order.
  - ii) Detailed list of OFC Cable replaced/ HDPE Pipe laid in the section during the month
  - iii) Detailed list of Lossy section sections attended during the month
  - iv) Details of OH alignment works carried out.
- a) The DE in charge will scrutinize the invoice and other documents submitted by the contractor and forward the same to AO (Cash) duly certified for arranging payment along with recovery details. Payment will be made after deducting the penalties as applicable.
- b) The bidder has to give the mandate for receiving payment electronically and the charge if any levied by the bank has to be borne by the bidder /contractor. The contractor is required to give the following information for this purpose:
- i) Beneficiary Bank name
  - ii) Beneficiary branch name
  - iii) IFSC code of beneficiary Branch
  - i) Beneficiary account number
  - ii) All the bills and receipts for payment should be signed by the contractor himself.

## **9. RIGHTS RESERVED FOR BSNL**

- 9.1 BSNL reserves the right not to accept the lowest or reject any or all the tenders without assigning any reason at any stage. On all the matters relating to this tender the decision of the Pr.General Manager (M), ETR, Bhubaneswar will be final and binding and the same cannot be referred to the court of law.
- 9.2 BSNL reserves the right to change the specification at any stage before the commencement of the said contract.
- 9.3 BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his tender without sufficient grounds.

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- 9.4 BSNL reserves the right to award the tender to deserving parties either in full or part. The decision of BSNL in this regard is final and unquestionable.
- 9.5 BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts with BSNL or not fulfilling the tender conditions for the tender floated by BSNL, ETR, Bhubaneswar.
- 9.6 This award of work contract does not confer any right to appointment in BSNL.
- 9.7 BSNL reserves the right to call the bidder and conduct negotiation, if necessary.
- 9.8 BSNL reserves the right to counter offer the tender with the other bidders who agree with the rates of L1 bidders.
- 9.9 In case of any dispute before entering into contract, the decision of the Pr.General Manager (Mtce), ETR, Bhubaneswar shall be final.

#### **10. COMMITMENTS OF THE BIDDER**

The bidder will not enter with other bidders into any undisclosed agreement or understanding whether formal or informal. This applies in particular to prices any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

#### **11. DISQUALIFICATION FROM BIDDING PROCESS AND RESTRICTIONS**

If the bidder before award or during execution has committed a transgression through a violation of any of the clause above, BSNL is entitled to disqualify the bidder from the bidding process and exclude him from future contract. Any attempt for negotiations direct or indirect or any attempt to secure any interest for actual prospective tender or influence by any means for the acceptance of particular tender will render the concerned bidder liable for exclusion from consideration

#### **12. COMPENSATION FOR DAMAGES**

If BSNL has disqualified the bidder from the bidding process prior to the award according to the Clause 7 above, BSNL is entitled to forfeit the Earnest Money Deposit.

#### **13. FORCE MAJURE**

- 13.1 If at any time, during the continuance of this contract, the performance in whole or part, by either party or any obligation under this contract shall be prevented or delayed by reasons beyond control-FORCE MAJEURE- neither party shall, by reasons of such events be entitled to terminate this contract, nor shall either party have any claim or damages against the other in respect of such non performance or delay in performance.
- 13.2 The force majeure shall include war or hostility, or acts of the public enemy, or civil commotion, or sabotage, or fire, or floods, or explosions, or epidemics, or quarantine, or restrictions, or strikes, or lockouts or acts of God (hereinafter referred to as eventuality).
- 13.3 Provided such force majeure provisions apply only if notice of happening of any such eventuality is given by either party claiming concession to the other within 21 days from the date of occurrence thereof.
- 13.4 Provided activities under the contract that were interrupted under the force majeure event are resumed as soon as practicable after such event comes to an end, or cease to exist, and the decision of BSNL as to whether the activities have been so resumed or not, shall be final and conclusive.
- 13.5 Provided further that if the performance in whole or part of, any obligation under this contract is prevented or delayed by reasons, for any such events for a period exceeding 60 days, either party may at his option terminate the contract.

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#### **14. DISPUTE / ARBITRATION**

- 14.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matters, the decision of which is specifically provided under this agreement) the same shall be referred a sole arbitrator who will be appointed by the Pr.General Manager(Mtce), ETR, Bhubaneswar in accordance with the Arbitration and Conciliation Act, 1996.
- 14.2 The award of the arbitrator shall be final and binding on both the parties. It is a term of agreement that, in the event of such arbitrator to whom the matter is originally referred to, being transferred or vacating his office on resignation or otherwise or refuses to do the work or neglecting his work or being unable to act for any reason whatsoever then BSNL shall appoint another person to act as arbitrator in the place of the outgoing Arbitrator. The agreement to appoint an arbitrator will be in accordance with Arbitration and Conciliation Act 1996.
- 14.3 The arbitrator, may from time to time, with the consent of both the parties shall enlarge the time frame for making and publishing the award. Subject to the aforesaid Arbitration and the conciliation act 1996, and the rules made there under, any modification thereof for the time being in-force, shall be deemed to apply to the arbitration proceedings under this clause.
- 14.4 Upon every and any references as aforesaid, the assessment of cost and of incidental expenses, in the proceedings for the award shall be in the discretion of the arbitrator.
- 14.5 The venue of the arbitration proceedings shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may decide.

#### **15. COMPLIANCE WITH LAWS AND REGULATION**

- 15.1 All the successful bidders are bound by the labour laws as amended from time to time and also bound by the various provisions of the said laws.
- 15.2 All payments of salaries, leave, EPF, ESI contribution for the workers engaged by the contractor for the execution of the tender work and all other liabilities imposed by the Contract Labour ( R & A) Act 1970 and the EPF and ESI organizations wherever applicable will be the sole responsibility of the contractor and BSNL will stand indemnified in this regard.

#### **16. CERTIFICATE**

BSNL non-executive and executive employees also called Group-A and Group-B officers working directly recruited or on deputation and their near relatives are prohibited from participation in this tender. Hence, the bidder participating in the BSNL tender should ensure that none of their relatives are working in BSNL. The near relatives for this purpose are defined as

- a) Members of a Hindu Undivided Family
- b) They are husband and wife
- c) The one is related to other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The bidder should give a certificate to the effect that none of his/her such relatives is working in the units of BSNL as defined above (copy of which enclosed).

In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and the EMD/ Security Deposit will be forfeited at any stage whenever it is noticed. BSNL will not pay any damages to the company or firm or concerned person. The

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company or the firm or the person will also be debarred for further participation in the tenders floated by ETR, Bhubaneswar.

**17. SET OFF**

Any sum of money due and payable to the bid (including Security Deposit refundable to him) under this contract may be appropriated by BSNL, ETR, Bhubaneswar and set off against any claim of the BSNL for payment of a sum of money arising out of this contract or under any other contract made by the contractor with BSNL.

**18. CONTACTING THE TENDERING AUTHORITY:**

- 18.1 Subject to **Clause 11**, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 18.2 Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

**19. AWARD OF CONTRACT**

Tendering authority shall consider placement of letter of intent (LOI) to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **two** weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Annexure-3** with the bid document.

**20. TENDERING AUTHORITY'S RIGHT TO ACCEPT AND REJECT ANY BID**

The Tendering authority 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 whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action. BSNL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to affected bidder(s) for the action of BSNL

**21. FALL CLAUSE:**

- 21.1 The prices once fixed will remain valid during the scheduled delivery /Service period. Further, if at any time during the contract it comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service and/or the prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.
- 21.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.
- 21.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or

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similar equipment/ service to any person/ organization including BSNL of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

## 22. ISSUE OF WORK ORDERS AND TIME LIMIT:

- 22.1 The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.
- 22.2 The work orders shall be issued by the Divisional Engineer in-charge of OFC Mtce Division after examining the technical and planning details of the works to be executed.
- 22.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of the Dy.G.M ETR Bhubaneswar
- 22.4 The Divisional Engineer shall mention the time limit to execute the work order after verifying the quantum of work and store availability position. The department reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order.

## 23. EXTENSION OF THE TIME LIMIT:

### 23.1 General

- a) The time allowed for carrying out the work in each work order is to be strictly observed by the contractor and shall be counted from 7<sup>th</sup> day from the date of issue of work order.
- b) 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.

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

- a) In case of hindrances, other than covered under *force majeure*, while execution of work, the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT) within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority with his detailed report within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
- b) The application contains the ground(s), which hindered the contractor in execution of work.
- c) The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- d) The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time.
- e) 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 Divisional Engineer, of concerned OFC Division to grant the extension of time.
- f) 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 SDE in charge of the work.
- g) 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.**

### 23.3 Grant of Extension of Time without Applications:

There are, at times, practical difficulties like non-availability of materials, delay in providing permissions etc. reasons of which are ascribable to the Department. In such cases, the Engineer-in-charge SDE with the approval of competent authority to sanction EOT, may issue extension of time *suo moto*. The Department will, however, not be liable to the contractor for any losses or damages, or expenses that the contractor may in any way suffer due to delay in making the above available.

## **24 MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:**

### **24.1 Measurement:**

a) The measurement books are to be maintained by the concerned SDE in charge of the work. 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.

### **b) 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 the JTO, supervising the work. The JTO / SDE, directly responsible for supervision of work, shall be responsible for accuracy of **100%** of measurements. The SDE / SDO where JTO is supervising officer shall be responsible for conducting test check of **20%** of measurements. The Divisional Engineer shall be responsible for conducting test check of **10%** of measurements.

### **c) Measurement of length of cable:**

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

### **d) Measurement of other items:**

The measurement/numerical details of other items should also be recorded in the Measurement Book viz. i) Construction of joint pit. ii) Coiling of Cables in pit. iii) Construction of route indicator.

24.2 The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements, then the measurements taken by the SDE shall be final and binding on the contractor.

**24.3** The Divisional Engineer before passing the bill should carry out test check by re-opening trench at as many locations as necessary and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and 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 D.E. **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.**

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

## **25. Inspection, and Quality Control :**

**25.1 The Quality of Works:** The quality of O.F. cable Plant depends upon the quality of individual items of work involved viz. Depth of Cables laid, Protection of Cables..

**25.2** The contractor(s) should be fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

**25.3 Site Order Book:** The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the department in the Site order book. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

## **26 Procedure for Payment for sub standard works:**

**26.1** The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work executed or materials supplied by the contractor for the said work are sub-standard or of a quality inferior to that contracted for, the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

**26.2 Timely action by supervising Officers:** The SDE responsible for execution and supervision of work



shall without any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify / replace / remove the sub standard item of work and also definite time period within which such rectification / removal / replacement has to be done. After expiry of the notice period, if the contractor fails to rectify / replace / remove the sub standard items, the defects shall be got rectified / replaced / removed departmentally or through some other agency at the risk and cost of the contractor.

**26.3** Non-reporting of the sub standard work in time on the part of concerned SDE shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.

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

**26.5** The sale tax amount as applicable shall be deducted from the contractor bills.

## **27 DISPOSAL OF EMPTY CABLE DRUMS:**

**27.1** 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 various sizes of cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued.

**27.2** 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.

**27.3** 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 drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges, as decided by the competent authority, from the bill /security deposit / any other amount due to the contractor.

**27.4** The rate of empty cable drum which have to be deducted from contractor's bill as per the terms and conditions of the tender document is **Rs.200/- per empty drum**.

## **28. PENALTY CLAUSE:**

### **28.1 Delays in the contractor's performance:**

The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the Department. The contractor shall pay as penalty an amount equal to 1.0 (one) percent of the amount (minimum Rs. One thousand per week) 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.

- a) On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work.
- b) Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- c) In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the concerned Divisional Engineer 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. All such payments shall be recovered from the contractor's pending bills or security deposit.
- d) BSNL reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to

commence the work within 7 days after issue of the work order.

### **28.2 Penalty for causing inconvenience to the Public:**

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

### **28.3 Penalty for cutting / damaging the old cable :**

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

<b>Size of existing cables cut / damaged.</b>	<b>Amount of penalty per cut / damage.</b>
Up to 100 pair copper cable.	Rs. 500.00 (Five Hundred)
Above 100 pairs & up to 400 pairs	Rs.1,000.00 (One Thousand)
Above 400 pairs copper cable.	Rs.2,000.00 (Two Thousand)
OF Cable of other operators	Rs 1,50,000.00 (One Lac fifty thousand only )

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.

### **28.4 Penalty to damage stores / materials supplied by the department while laying :**

- a) 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 course of execution of the work, if any material is found damaged / working unsatisfactorily, then a penalty equivalent to the cost of material + 10% as penalty shall be recovered from the contractor's payments / securities.
- b) In case of damage to PIJF cables, while laying, the cost of number of pairs damaged (including laying charges, transportation / storage charges) adding 10% as penalty shall be recovered from the contractor's bills / securities.
- c) However, contractor will not be penalized for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

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## **SECTION-IV**

### **(SPECIAL CONDITIONS OF CONTRACT)**

#### **1. GENERAL:**

- 1.1 The work shall be accepted only after the test check carried out by the SDE and DEs of concerned Division. .
- 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 black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 1.4 The 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 be treated as an amendment to the bid documents.
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All work to be executed under the contract shall be executed under the direction of the Divisional Engineer or SDE in-charge of work site.
- 1.8 The work in each section may be split up between two or more contractors if considered expedient by the Divisional Engineer, Maintenance of respective jurisdiction.
- 1.9 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of Dy.G.M.Mtce ETR Bhubaneswar shall be final.
- 1.10 If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL shall give notice in writing to the contractor who shall have no claim to any payment of compensation neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum in part or whole from the security deposit of the contractor or running / Final bill pending against any contract with the BSNL. In the event of the security being insufficient, then the balance or the total sum recoverable, 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 dues.
- 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL or any other BSNL 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

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of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

- 1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against him or in the event of the contractor failing to comply with any of the conditions herein specified. BSNL shall have the power to terminate the contract without any notice.
- 1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the tendering authority, on behalf of BSNL can terminate the contract without compensation to the contractor. However DGM Mtce,ETR Bhubaneswar, 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 DGM Mtce,ETR Bhubaneswar shall be the final.
- 1.15 Shut down on account of weather conditions  
The contractor shall not be entitled to get any compensation if the whole or any part of the work is suspended due to natural calamities like bad weather conditions or other Force majeure conditions.

**2. STORES SUPPLIED BY THE BSNL:**

- 2.1 At no point of time contractor shall be issued stores of value more than contractor's material security.
- 2.2 The contractor shall transport (including loading and unloading) all stores issued to him from the central stores Depot, Bhubaneswar to the site of work at his own cost. The BSNL shall not pay any transportation charges to the contractor.
- 2.3 All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of concerned Divisional Engineer. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract, shall be returned to the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills.
- 2.4 The contractor shall be responsible for 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.
- 2.5 The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy or 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 etc.
- 2.6 The contractor shall ensure that only the required materials are issued to him. After completion of work, the contractor shall return any unused materials that were supplied by BSNL.

**3. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:**

- 3.1 The contractor shall obtain / provide at his own cost all easements, permits and license necessary to do its work except for the following which shall be provided by the representative of the DGM (M) ETR, BHUBANESWAR.
  1. "Right of User" easements and permits.
  2. Railway and Highway crossing permits including bridge.
  3. Canal / stream crossing permits.
- 3.2 The contractor shall be fully responsible obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.3 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephone poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may, in any manner, restrict or limit the use of the construction "Right of User".
- 3.4 At location where the U/G cable trench is routed across or along railways or roads the contractor shall

without extra cost provide and maintain such detours and road controls as are required by the Railways department or local agencies having jurisdiction.

- 3.5 If the department is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in tender document.

**4. QUALITY OF WORK:**

The BSNL shall be the final judge of the quality of the work. The representative of concerned OFC Division 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 to meet the requirement of the contract documents.

**5. TAXES AND DUTIES:**

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with the contract. Service tax will be paid extra by BSNL where ever applicable as per rate in force.

**6. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

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

- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall place 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.**

- 6.3 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.

- 6.4 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working in public street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.

- 6.5 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.

- 6.6 The contractor shall be solely liable for all expense for and in respect of repairs /or damage occasioned by injury of / damage to such underground structures or other properties and undertake to indemnify the BSNL from and against all actions. 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.

**7. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

**7.1 Obtaining License before commencement of work :**

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

**7.2 Contractors Labour Regulations :**

**7.2.1 Working Hours.**

- a) Normally working hours of an employee should not exceed 8 hours a day. The Working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- b) When a worker is made to work for more than 8 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.

- c) 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.
- d) Where the minimum wages prescribed by the BSNL, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next proceeding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- e) 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 any one of the five days.

#### **7.2.2 Display of Notice Regarding Wages etc.**

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

#### **7.2.3 Payment of Wages :**

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month.
- c) The wages of every person employed as contract labour in an establishment or by a contractor, shall be paid before the expiry of seventh day.
- d) 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.
- e) All payment of wages shall be made on a working day at the work premises during the working time and on a date notified in advance .Final payment shall be made within 48 hours of the last working day.
- f) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- g) All wages shall be paid in current coin or currency or in both.
- h) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

#### **7.2.4. Fines and deductions which may be made from wages**

- a) The wages of a worker shall be paid to him without any deduction of any kind except the following :-
  - a. Fines.
  - b. Deductions for absence from duty. The amount of deduction shall be in proportion to the period for which he was absent.
  - c. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, where such damage or loss is directly attributable to his neglect or default.
  - d. Deduction for recovery of advances or for adjustment of overpayment of wages.
  - e. Any other deduction, which the Central Government may allow from time to time.
- b) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

#### **7.2.5 Labour records**

- a) The contractor shall maintain **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R & A) Central Rules 1971.
- b) 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.
- c) 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.
- d) **Register of accidents** – The contractor shall maintain a register of accidents at the work place and the same shall include the following particulars :

- i. Full Particulars of the labourers who met with accident.
  - ii. Rate of Wages.
  - iii. Sex.
  - iv. Age.
  - v. Nature of accident and cause of accident.
  - vi. Time and date of accident.
  - vii. Date and time when admitted in hospital.
  - viii. Date of discharge from the hospital.
  - ix. Period of treatment and result of treatment.
  - x. Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - xi. Claim required to be paid under Workmen's Compensation Act.
  - xii. Date of payment of compensation.
  - xiii. Amount paid with details of the person to whom the same was paid.
  - xiv. Authority by whom the compensation was assessed.
  - xv. Remarks.
- e) 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.
- f) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R & A) Rules 1971.
- g) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R & A) Rules 1971.
- h) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R & A) Rules 1971.

#### **7.2.6 Attendance card-cum wage slip**

- a) The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him.
- b) The card shall be valid for each wage period.
- c) The contractor shall mark the attendance of each workman on the card twice each day.
- d) The card shall remain in possession of the worker during the wage period under reference.
- e) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages.
- f) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

#### **7.2.7 Employment Card**

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

#### **7.2.8 Service Certificate**

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

#### **7.2.9 Preservation of labour records**

The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers of the BSNL.

#### **7.3. Power of labour officer to make investigations or enquiry**

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

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the default made by the contractor in regard to such provision.

**7.4. Report of Investigating officer and action thereon**

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

**7.5. Inspection of Books And Slips**

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

**7.6. Submission of Returns**

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

**7.7. Amendments**

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

**8. INSURANCE:**

- 8.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages & expenses that may arise in regard the same. The contractor shall have to furnish originals of the Policies of insurance taken within 15(fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL may require.

**9. COMPLIANCE WITH LAWS AND REGULATION:**

- 9.1 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 etc. 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.

**10. TOOLS AND PLANTS**

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

**11. SCOPE OF WORK:** The scope of work is detailed in **Schedule -A.**

12. Service Provider shall not engage any person below 18 years of age.

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## **Section-V** **E-tendering Instructions to Bidders**

**Note** :-The instructions given below are ITI's e-tender portal centric and for e- tenders invited by DGM(M) ETR, Bhubaneswar only.

### **General**

These Instructions (for e-Tendering) supplement „Instruction to Bidders under General (Commercial) conditions, as enclosed in Section IV of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, ETR unit, BSNL, Bhubaneswar is using the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Ltd, a Government of India Undertaking.

### **1). BROAD OUTLINE OF ACTIVITIES FROM BIDDERS PROSPECTIVE:**

- (i) Procure a Digital Signing Certificate (DSC)
- (ii) Register on Electronic Tendering System (ETS)
- (iii) Create Users and assign roles on ETS
- (iv) View Notice Inviting Tender (NIT) on ETS
- (v) Download Official Copy of Tender Documents from ETS
- (vi) Clarification to Tender Documents on ETS – Query to BSNL (Optional)
  - View response to queries posted by BSNL, through addenda/corrigendum.
- (vii) Bid-Submission on ETS
- (viii) Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- (ix) Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries
- (x) Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)

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

Note 1: It is advised that all the documents to be submitted (See clause 2 of section IV and Technical Bid check list) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

## 2). DIGITAL CERTIFICATES

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## 3). REGISTRATION

The Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Intending bidders are requested to register themselves with M/s. ITI Ltd through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender. In this process of e-tendering for inviting tender bids, the physical copy of the tender document will not be sold.

Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable). Please contact ITI Helpdesk (as given below), to get your registration accepted/activated.

<b>M/s ITI Ltd Helpdesk</b>	
Telephone/ Mobile Nos.	<i>Mr Biswajeet Kar</i> 09438724476 <i>[between 9:30 hrs to 18:00 hrs from 18-03-2017 to 12-04-2017]</i>
E-mail ID	<a href="mailto:Twhelpdesk691@gmail.com">Twhelpdesk691@gmail.com</a>

<b>BSNL Contact-1</b>	
BSNL's Contact Person	DE Trans(Mtce), 2 <sup>nd</sup> Floor Amenity Block, Telephone Bhawan Compound, Bhubaneswar-751001
Telephone/ Mobile	0674-2395746 <i>( between 10:30 hrs to 17:30 hrs )</i>
E-mail ID	<a href="mailto:dgmetrbbsr@gmail.com">dgmetrbbsr@gmail.com</a>

<b>BSNL Contact-2</b>	
BSNL's Contact Person	SDE(Tech), 1st Floor, O/o DGM(Mtce), ETR, Unit-8, Nayapally, Bhubaneswar-751012
Telephone/ Mobile	0674-2560777 <i>( between 10:30 hrs to 17:30 hrs )</i>
E-mail ID	<a href="mailto:binayasamal@gmail.com">binayasamal@gmail.com</a>

## 4). 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. Specifically for Bid Submission, some security related aspects 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-word created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity

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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 ETS 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.

#### 5) 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 tedium 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 by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS 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".

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

#### 6). Other Instructions

For further instructions, the vendor should visit the home -page of the portal (<https://www.tendewizard.com/BSNL>).

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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 ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS  
(There could be last minute problems due to internet timeout, breakdown, et al) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

#### Minimum Requirements at Bidders end

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

*Vendors may contact the ITI Helpdesk personnel given above, for any type of training/help, which they may require while uploading the bids.*

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ANNEXURE-1

## FINANCIAL BID

Tender No.....

Date .....

To

**The Deputy General Manager (Mtce), ETR,  
Unit-8, Nayapally, Bhubaneswar-751012**

Dear Sir,

1. Having the conditions of contract and services to be provided Nos..... the receipt of which is hereby duly acknowledged, I / We hereby offer my / our tender for "OFC patchwork" in full compliance to the terms and condition of the NIT referred above in conformity with the conditions of contract and specifications for the sum shown in the **Price Schedule** attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

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

Dated this .....Day of .....2017.

Signature of.....

In capacity of .....

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

Witness .....

Address .....

Signature

**Encls:** Price Schedule

Signature & seal of bidder

**SECTION-VI**  
**PRICE SCHEDULE**

Item No.	Description of works	Unit	Rates in Figure & Words
1	Excavating, trenching and reinstatement as per construction specification of the tender (Reinstatement after completion of items-2 to 5) including excavation of surface and clearance of any obstacle on route such as bushes, roots, stalks of ballast etc. to a depth of 165 cm in ordinary soil.	Mtr.	
2.	Excavating, trenching and reinstatement as per construction specification of the tender (Reinstatement after completion of items-2 to 5) including excavation of surface and clearance of any obstacle on route such as bushes, roots, stalks of ballast etc. to a depth of 90cm in rocky soil.	Mtr.	
3.	Laying, jointing, and leveling of HDPE/PLB pipe covering most of the road length in the excavated trenches before the reinstatement, pulling 4mm dia nylon rope through HDPE/PLB pipe and security sealing and up to 200 meter stretches of pipe by suitable covers as per construction specification of tender. Item also include collection and transportation of all types of pipes, rope and all accessories from concerned telecom store depot to work sites including loading and unloading.	Mtr.	
4.	Laying, jointing of 150/100mm RCC pipe in road crossing trenches and dry rivulets / streams and Railway crossings as per construction specification of tender and direction including cost of cement and sand for jointing two pipes using collars in ratio of 1:2 respectively and fitting 50mm OD HDPE/PLB pipe in it and pulling nylon rope in it including transportation, loading and unloading at work site and transportation from store depot to work sites.	Mtr.	
5.	Laying, jointing of 100mm RCC split pipes in built up city area as per construction specification of tender including transportation, loading and unloading of stores at work sites and transportation from store depot to work sites.	Mtr.	
6.	Reinforced cement concrete (1:2:4 ) over G.I.Pipe (50m m to 100mm )/PLB HDPE Pipe using ISI Cement with MS rod or thick wire mesh as per construction specification and direction of the site in charge. Item also includes plastering with 1:6 cement plaster (12mm thick) including cost of centering shuttering and curing for minimum 7 days and color washing.	Cum	
7.	Thrust boring of side roads / road cutting/railway crossing etc.	Mtr.	

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8	Construction of Splicing Chamber as per specification inclusive of RCC Ring, cover & sand filling.	No.	
9	Supply and Fixing RCC route indicator as per the departmental specification.	No.	
10	Supply and Fixing RCC Joint indicator as per the departmental specification.		
11	Optical fiber cable pulling as per the departmental specification including carrying, loading and unloading at work sites and transportation from store depot to work sites.	Mtr.	
12	NO DIG METHOD USING TRENCH LESS TECHNOLOGY: Horizontal boring up to 60mm dia and laying of 40 MM PLB/HDPE pipe along the road/rail/canal as well as road/rail crossing as per specification.	Mtr.	
13	Drawing of overhead O.F. Cables with the support of GI wire of 14 gauges (1.98mm) by erecting RCC posts of 16 ft height with in-built clamp and concreting their bases with a maximum interval of 50 mtr between two poles for taking OF cable wherever underground laying is not technically feasible.	Mtr.	
14	Opening of search pit / manholes (of size 2m x 1m x 1.65m depth) for search pit of missing OFC trench, breaking laid HDPE / PLB pipe pushing search wire inside the pipe locating the M.H. and joint chamber positions. Refilling and dressing the open search pit after protecting broken HDPE / PLB pipe.	Pit	
15	Providing JCB machine for digging and removing dumped soil on the side of the road laid over OFC trench and digging the trench more than 1.65m depth required in culverts and other places.	Working hour	

**.B. : Above rates will be exclusive of GST.**

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ANNEXURE-2

**SECTION – VII  
(Technical Bid Form & Declaration)**

Tender No.....

Date .....

To

**The Deputy General Manager (Mtce), ETR,  
Unit-8, Nayapally, Bhubaneswar-751012**

**Tender Ref. No. NIT NO.ETR/DGM-BN/A-5/OFC/2017-18/II Dated 27/06/2017**

1. With reference to your tender Notice No. referred above I/We hereby offer my/our Tender on the terms & conditions annexed hereto and the rates specified in the price schedule attached. I / We also enclosed all the Technical Documents with compliance as required in Technical Bid Form.
2. Shall this tender be accepted either fully or in parts, I/We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit the sum of money mentioned in the said conditions without prejudice.
3. We hereby declare compliance to all the clauses of all sections of the Tender Document and declare unequivocal and unconditional acceptance of the same.
4. We undertake, if our Bid is accepted, to commence works within 30 days.
5. The Demand Draft for Sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) drawn in favour of the Accounts officer, O/o \_\_\_\_\_, \_\_\_\_\_ is enclosed towards Earnest Money Deposit ( EMD ) I/We agree to pay Performance Security deposit at 10% of the contract value as and when called for within 14 days.
6. If I/ We fail to carry out the work according to the specifications given in the schedule, the entire money of Earnest money (EMD) and Performance Security Deposit may be forfeited without prejudice to any other right or remedies of BSNL

Yours faithfully

Place:

Signature .....

Date:

Address.....

Tel. No. ....

Signature & seal of bidder



## ANNEXURE-2A

**Bid Check List**

(This will also require to be filled on-line in an excel sheet template in e-tender portal)

	Name of the OFC Division(s)	Name of the bidder	
Sl. No.	Details of Documents scanned and uploaded in M/s ITI Ltd's e- tender portal		Uploaded (Yes/No/NA)
1	DD/BC towards Cost of Tender paper of Rs 1050/-(Rupees One thousand fifty only)		
2	DD/BC/BG/FDR towards EMD for each Unit/Division applied		
3	Power of Attorney (if applicable) executed after the date of NIT if the signatory is other than the bidder as stated in Clause 2.3 of Sec-IV.		
4	Valid registration of the firm/agency recognized by Govt. of India /State Govt. or Registered under Companies Act		
5	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be.		
6	Self Attested copy of PAN card of the firm/individual in case proprietorship & Income Tax return for the financial year 2015-16 i.e. Assessment year 2016-17.		
7	Self Attested copy of GST registration in the firm/ bidder's name, as applicable.		
8	Self Attested Photo copy of Valid EPF registration Certificate.		
9	Self Attested Photo copy of Valid Workman's compensation insurance or ESI certificate.		
10	Experience certificate from the competent authority as per eligibility criteria		
11	Bid form as per Annexure-6 duly filled and with seal and signature.		
12	Financial Bid/Price Schedule duly filled and signed as per Annexure-1		
13	Bid Check list vide Annexure-2A duly filled and with seal and signature.		
14	Certificate of no near-relatives in BSNL as per Annexure-6 duly filled and with seal and signature.		
15	Technical Bid Information Sheet as per Annexure-2 duly filled and with seal and signature.		
16	Undertaking & declaration as per format at Annexure-7 duly filled and with seal and signature.		
17	Declaration of Downloading and Non tampering of tender document as per Annexure-8 duly filled and with seal and signature		
18	Bidder's profile as per Annexure-9		
19	The bidder should sign on all pages of bid document and upload the scanned copies.		

Signature &amp; seal of bidder

ANNEXURE-3

**PERFORMANCE SECURITY BOND**

In consideration of DGMM ETR BHUBANESWAR , BSNL (hereinafter called 'BSNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of an agreement/LOI, No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the maintenance of OFC (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, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer 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 caused to or suffered by 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 demure, merely on a demand from BSNL by reason of breach by the said Contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(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 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 to 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 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 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 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 BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_(office/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said 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 ONE AND HALF YEARS (as specified in the Agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with BSNL that 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 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 of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the said Contractor(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. This guarantee will not be discharged due to the 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 BSNL in writing.

Signature & seal of bidder

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
For \_\_\_\_\_

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE-4

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**  
**(To reach on \_\_\_\_\_ or before date of bid opening)**

To

**The Deputy General Manager (Mtce), ETR,  
Unit-8, Nayapally, Bhubaneswar-751012**

Subject – Authorisation for attending bid opening on \_\_\_\_\_ (date) in the Tender of \_\_\_\_\_.

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

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
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I.

II.

Alternate Representative

Signature of bidder

Or

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

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

Signature & seal of bidder

ANNEXURE-5

**BID FORM**

Tender No. **No. DGM/ETR-BN/A-5/2017-18/I**

**Dated at BBSR the 15-04-2017**

To

**The Deputy General Manager (Mtce), ETR,  
Unit-8, Nayapally, Bhubaneswar-751012**

Dear Sir,

- 1) Having the conditions of contract and services to be provided Nos ..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to carry out OFC patchwork in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding **10%** of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Any deviation will result in the rejection of the bid.

Dated this .....Day of .....2017.

Signature of

In capacity of

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

Signature of Witness .....

Address .....

Signature & seal of bidder

**ANNEXURE-6**

**CERTIFICATE PROFORMA FOR NO NEAR RELATIVE(S) WORKING IN BSNL**

I,.....,s/o .....resident of ..... Certify that none of my near relatives as defined below is/are employed anywhere in BSNL 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 cancel the offer & EMD/Security deposit will be forfeited at any stage whenever noticed. The BSNL will not pay any damages to the company or firm or person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of bidder  
with date & seal

**N.B.:-** The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined below. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all 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 noticed. The BSNL will not pay any damages to the company or firm or concerned person.

Signature & seal of bidder

**UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Specification of work

**a) Certified that:**

1. I/We ..... have read, understood and agree with all the 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. I/we hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.
3. 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 bidder 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 bidder from participation in its future tenders.

Date: .....

.....

Signature of bidder

Place: .....

Name of bidder .....  
Along with date & Seal

Signature & seal of bidder

**ANNEXURE-8**

**DECLARATION FOR DOWNLOADING AND NON-TAMPERING THE TENDER DOCUMENT.**

I/we ..... (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and no addition/deletion/correction has been made in the downloaded tender document. and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

I/we also declare that I have enclosed a DD/BC for Rs...../- towards the cost of tender document along with this bid.

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Place:.....

Date:.....

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

Signature & seal of bidder







**SCHEDULE – A(SCOPE OF WORK)**

1. **MAIN CABLE CONSTRUCTION ACTIVITIES :** The items of work involved patchwork for strengthening of cable under :-
  - a) Replacing the more joint OF Cable with new OF cable
  - b) Attending the lossy section in OF Cable by rejoining/replacing the joint closures.
  - c) Tracing the week points by the means as decided by the officer on the spot.
  - d) Digging the two joint pits as per specification
  - e) Laying the interruption cable as decided by the site engineer
  - f) Refilling the joint pits in the way decided by the site Engineer
  - g) Excavation of trench according to the construction specifications.
  - h) Lying of HDPE/PLB in Trenches.
  - i) Pulling of O.F cable as per specifications.
  - j) Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site.
  - k) Construction of joint pits.
  - l) Coiling of cable inside joint pit.
  - m) Construction of route indicator.
  - n) Jointing and end-to-end Testing of Cables (OTDR test).
  - o) Fixing, Painting and Sign Writing of Route and Joint Indicators.
  - p) Erecting RCC posts of 16 feet height with inbuilt clamp and concreting the base and interval of maximum 50 mtrs between two posts. Each post to be concreted in the size of 90cmx75cmx75cm with 1:2:4 ratio.
  - q) Drawing OF cable in the RCC Posts along with support wire of 14 gauge (1.98mm) size
2. **ALLIED ACTIVITIES :**
  - a) **Transportation of Materials:** The materials required for executing the work entrusted to the contractors against a work order shall be made available at Central Store Depot, Bhubaneswar. The contractor shall be responsible for transporting the materials to execute the work under the contract, to site at his own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.
  - b) **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.
  - c) **Supply of Materials:** There are some materials required to be supplied by the contractor for execution of works under this contract like RCC Posts, Support wire, Bricks, Cement, etc., besides using other consumables. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.
  - d) **VALUE OF WORK:** The quantity and estimated cost of work depends on the approval of routes as well as others route by office from time to time.

**SCHEDULE – B  
JURISDICTION OF CONTRACT :**

SI No	OFC (M) DIVISION	Approximate length of route	UNIT HEAD
1	Bhubaneswar	25 kms	Divisional Engineer, OFC(M), Bhubaneswar
2	Keonjhar	25 kms	Divisional Engineer, OFC(M), Keonjhar

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3	KORAPUT	25 kms	Divisional Engineer, OFC(M), Koraput
4	ROURKELA	25 kms	Divisional Engineer, OFC(M), Rourkela
5	SAMBALPUR	25 kms	Divisional Engineer, OFC(M), Sambalpur

## **ANNEXURE-I**

### **TECHNICAL SPECIFICATIONS**

This tender is for patchwork of OF cable route as decided by the competent authority of OFC Mtee Divisions under ETR Odisha Sub-region. The nature of job is purely occasional and requirement basis. The work in general involves strengthening of OFC network like trenching, micro-tunnelling, laying of all types of protective pipes and erecting RCC posts and drawing OF cable as mentioned in the schedule of the tender, joining them & reinstatement of the excavated trench. Optical Fiber cable shall be drawn through these pipes. The pipe is intended to provide mechanical protection to the delicate Optical Fibre Cable. The pipe is further protected by GI pipes or RCC pipes when laid along /on culverts, bridges and that portion is concreted by enforced rod or thick wire mesh. A nylon rope of approximate 4mm dia shall be laid inside the pipe while jointing the pipes to facilitate pulling of Optical Fibre Cable. The protective pipes, jointing materials and suitable plugs will all be supplied by the BSNL. The contractor shall be fully responsible for safe custody of the materials supplied to him/his representatives, till work in the entire Zone is completed and the completed work is taken over by the BSNL.

#### **1. LOCATION & ALIGNMENT OF THE TRENCH:**

- 1.1 In city area trench will normally follow the footpath of the road except where it may have to come the edge of the carriage way with specific permissions from the authorities responsible for maintenance of this road/roads (such permission will be obtained by the BSNL). In case of rail/ road crossing both on National Highways as well as state highways, road crossings will be generally be the mechanical boring as per standard practice, as allowed by railway/ highway authorities is to be carried out. Outside the city limits the trench will normally follow the boundary of road side land. However, where the road side land is full of borrow pits of afro-station or when the cable has to cross culverts, bridges on streams, the trench may be 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 road will be obtained by the BSNL).
- 1.2 The alignment of the trench/RCC Post Erection will be decided by the responsible BSNL Officer not below the rank of Junior Telecom Officer. While marking the alignment only the centre line will be marked and given and the contractor shall set all other work to ensure that the excavated trench is as straight as possible. The contractor shall solely be responsible for the accuracy of such setting out.
- 1.3 The contractor shall clear, prepare and grade the right of way to facilitate the making of the alignment of the trench/OH RCC Post Contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate making the central line. The contractor should ensure that there is minimum amount of bushes and shrubs in the alignment of the trench giving due consideration to the preservation of trees within the right of way. No additional charges will be paid for clearing the alignment.

#### **2. TRENCHING DEPTH & WIDTH:**

- 2.1 The pipe is to be laid at a depth of 1.65meter in all types of soils which is broadly classified as mixed soil between top surface to the to the depth of 1.65meter. The depth may be made 90cm in case of rocky land. Normally a trench is about 45cm wide at the top and 30cm wide at the bottom at a depth of 1.65/0.9 meters may be appropriate. However, there will not be objection if the width of trenches is adequate to ensure that, the pipes are laid and jointed properly at the specified depth. The payment to the contractor will not be related to the volume of excavated earth.
- 2.2 The standard depth of 1.65/0.9m specified in the preceding paragraph is subject to the followings:  
It is likely that, due to uneven ground condition, if 1.65/0.9meter is adopted as the uniform depth throughout, the bottom of the trench will also follow the same unevenness as the surroundings terrain. This

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should not be the case, and bottom of the trench has to be at uniform level. In this process, it is possible that in some location the depth of excavation may be more. However, it is to be ensured that at no location the depth is less than 1.65/0.9m. In case very hard granite soils if cable is to be laid less than 90cm it is to be concreted with the permission of concerned DE.

- 2.3 To maintain the trench at uniform level, if it becomes necessary at certain locations to excavate more than 1.65meter, no extra payment will be made to the contractor. Boring at some location like road and railway crossings will have to be done as per instruction of the BSNL.
- 2.4 At some particular location like built up area and road/railway crossing extra protection like RCC pipes/GI pipes will have to be laid at the standard depth of 1.65meter as per instruction of the BSNL for which no extra payment will be made.

### **3. FINISHING & LEVELLING OF TRENCH:**

The contractor shall dig the trench to the depth specified. Trenching shall as far as possible be kept ahead of the laying of pipes. Contractor shall exercise due care that the soil from trenching intended to be used for back filing is not mixed with loose debris. The bottom of the trench should be as straight as possible, all curves and gradients if unavoidable should be gradual. Any type of root or sharp stones or rocks should be cut and blunted and trench should be cleared of all pieces of stones, rocks and levelled up properly. A layer of minimum 5cms of soft soil should be used for levelling the trench.

### **4. DEWATERING:**

- 4.1 The contractor shall be responsible for all necessary arrangement to remove or pump out water from trench. The contractor should survey the soil condition encountering the Zone for which he is tendering and make his own assessment about dewatering arrangement that may be necessary. No extra payment shall be admissible for this and the tendered rate may be taken care of this aspect.
- 4.2 The contractor should provide sufficient width of the trench and all such places where it is likely to cave in due to soil condition and for this no extra payment will be made.
- 4.3 A minimum free clearance of 15cms should be maintained above or below any existing underground metallic or non-metallic lines or structure crossing the trenching. No extra payment will be made for this.

### **5. NIGHT CAPPING:**

At the end each day's work, the open ends of the pipe Zone shall be rightly capped with a securely closed cap which will be supplied by the BSNL to prevent the entrance of water or any foreign matter in to the pipe line until the work is resumed.

### **6. METHOD OF EXCAVATION:**

- 6.1 In city limits as well as in build up area, the contractor shall resort to use of manual labour only to ensure that damage is not caused to pipes and structures of various other utility services like Telephone, Power, Sewerage or Water supply etc. Any mechanical excavation may cause damage to such installations. Any damage during excavation is the sole responsibility of the contractor.
- 6.2 However, along with highway, away from cities and towns where it is certain after due care and verification that no other cable or pipe line may lie buried in the path of excavation, it will be preferred that the contractor use mechanical means such as trenching machines etc. wherever these can be used without causing damages to trees, otherwise, the excavation be carried out with manual labour.
- 6.3 At road crossing mechanical boring device is to be used to bore a hole of the required diameter and RCC/GI pipe is pushed through that hole, provided of course it is ensured that, no other existing cable or any services or pipe is damaged. In case of railway crossing only mechanical boring device is to be used

to bore the hole of required dimension so that 50 mm G.I. pipe can be pushed through. In both the cases permission for digging trench will not be given in any case within the boundary of railway/road authorities.

## 7. USE OF VARIOUS TYPES OF PIPES & METHOD OF LAYING:

Various types of pipes and their application in the protection of Optical Fibre Cable relating to the work of this contract and detailed specifications are given below:

7.1 HDPE pipes of 50 mm or PLB pipes of 200 mtr. Coils are to be joined by Sockets.

7.2 RCC Pipes for City, Built up area etc.

RCC spun pipes of 100 mm dia & 2m length with collars to be jointed and grounded. RCC pipes will be used normally in all road crossings at a depth of 1.65m when crossed by trenching.

Also in city and built up areas RCC/GI pipes are to be laid at a depth of 1.65m as per instruction of the site-in-charge. RCC pipes may also be laid on trenches along dry culverts, small rivulets and shallow streams/nallahs that remain dry for about 9 months or more in a year at a depth of 1.65m. the collars of the RCC pipe should be used with cement and sand in ratio 1:2 while jointing them. RCC pipe, cement and sand to be provided by the contractor.

7.3 GI pipes for culverts and bridges. 50 mm dia GI pipes are to be laid mainly for boring, and for crossing bridges and culverts in the following procedures:

- (a) The OF cable is to be protected by laying GI pipes over the 50 mm dia PLB pipes in culverts and bridges near the parapet wall and over the wheel guards.
- (b) If culverts and bridges with earth cushioning of 30 cm to 60 cm depth are encountered, GI pipe is to be buried in the cushioning with construction of concrete chamber of 20cm x 20cm width to cover the GI pipe.
- (c) If culverts and bridges without earth cushioning are encountered the wheel guard (Kerb) may be/may not be broken, the pipe is fixed and the wheel guard is rebuilt enclosing the GI pipe with MS rod of 8mm dia or thick wire mesh and mortar mixture of proportion 1:2:4. The GI pipes and the other materials are to be arranged by the contractor.
- (d) In case of bridges having steel girders and rails, the cable should be taken in GI pipes connected random and supported to hangers or clamps attached to the girders or railings.  
However, exact method on particular situation would be as per approval obtained from Highway/Municipal authority.
- (e) Standard RCC posts of 16 feet height is to be used and they should be erected within 50 interval.  
OF Cable is to be drawn with the support of 14 gauge (1.98mm) GI wire in the RCC post alignment .

7.4 Jointing and laying of PLB pipes. The 50mm dia PLB pipes should be jointed with sockets after clearing all dirt or anything that may be clogging for a continuous length of 200m.

The next pipe is to be laid leaving a gap of 1m which will be used for cable pulling. The 1 m gap shall be later on covered up with PLB pipe after pulling is over. Another length of 200m will follow & the same practice will be continued. RCC route indicators are to be fixed near the gap to identify the location of gap during OF cable pulling.

Pipes may be jointed for as long a length as safe on ground and than lower on the trench properly supported and further jointed in trench if required. The contractor shall exercise all care to ensure that the pipe is not subjected to any strain. PLB pipes laying and jointing must be done in presence of site in charge of the route.

## 8. BACK FILLING & DRESSING THE TRENCH:

- 8.1 Provided that the pipe has been properly laid and jointed in the trench at the specified depth and the nylon rope has been pulled inside, the back filling operation shall follow as closely as practicable. The back filling operation shall be performed in such a manner as to provide firm support under and above the pipe and to avoid bend or deformation of the pipe when the pipe gets loads with the back filled earth.
- 8.2 At location where the back fill materials contains hard clods, rock fragments and other hard materials which may cause injury to the pipe and where rock has been excavated from the trench and it is intended to refill the trench in whole or in part with such excavated rock or material the trench should be initially filled with soft soil in order to prevent injury to the pipe.
- 8.3 Where the trench has been dug through public and private streets, drive ways and roads, the back fill shall be thoroughly tamped. Private roads and railway crossings shall be performed immediately after lowering

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of the pipes and jointing and the road or railway line made safe to the traffic. The finished back fill must be sufficiently leveled. After back filling the original ground condition should be restored.

## **9. FIXING OF ROUTE INDICATORS:**

RCC Route indicators should be fixed at interval of about 200 meters, or say at each gap in pipe line during laying. These should be liberally used when route changes at curves, bends & crossings etc. The indicators are to be painted with bright yellow enamel paint for identification from road side. Each route indicator will be 1.25 meter long and bottom cross Zone of 150 X 200mm will taper to 75mm X 125mm at the top with necessary reinforcement. Fixing of Route Indicate must be done in presence of site in charge and his decision in this regard is final.

## **10. LAYING OPTICAL FIBRE CABLES & ASSOCIATED WORKS:**

10.1 Laying of the Optical Fibre Cable is done by pulling it through the PLB pipes at a nominal depth of 1.65m from the ground level. PLB pipes are normally laid almost straight in Zones of 200m with a gap of one meter between two Zones. This gap between the Zones is called pulling pit or pulling point. RCC or stone indicators are installed at such points for recognition. Length of the Zones may be less depending on bends in the route or other site conditions.

O. F. Cable laying through the PLB pipes is carried out in following steps.

- (a) Clearing of the PLB pipes already laid and a Balloons test is done to confirm that no obstruction is faced.
- (b) Pulling of the Cable through the PLB pipes.

10.2 The OFC cable will be supplied in the drums of about 2kms.length. It will be issued to the contractor/his authorized representative on his demand and on the basis of progress of the work.

10.3 The cable drums will be supplied from the central store, Bhubaneswar to the site by his own conveyance. Loading and unloading to be arranged by the contractor. All necessary precautions have to be taken in this process so that it is not damaged physically or optically.

10.4 Sufficient precaution is to be taken to ensure that no damaged is caused to the cable. For any damage caused to the cable due to improper handling/pulling, cost of cable will be realized from the contractor. It is advised that the cable pulling is done with close supervision of BSNL staff.

## **11. PROVISION OF OVER HEAD OFC :**

In places where trenching or micro tunneling is not feasible, over head erections of OFC with the following specifications are to be maintained.

RCC posts of 16 feet height with appropriate base are to be erected within a gap of 50 mtrs. The post will be erected with sufficient concrete base of 3 feet depth. The OF Cable to be erected on the RCC post with in-built clamp along with 14 gauge (1.98mm) GI wire support. The materials including the RCC posts required for construction of overhead OFC are to be arranged by the contractor.

## **12. SPECIFICATION OF JOINT PIT:**

At the location of a joint of O.F. cable a circular pit of about 120 cm diameter shall be made by the contractor having a depth of 165 cms . An RCC Ring of dimensions 4 cm thickness, 80 cm height with inner diameter 80 cm shall be placed in the pit. There shall be two circular holes at the bottom of the RCC ring big enough to carry the PLB pipes containing O.F. cables inside the ring from both side of the route to complete the jointing process inside the ring. The extended portion of the OF Cable after jointing will be coiled up inside the ring. For protection of the joint and the coiled OF Cable inside the ring shall be filled with sand so as to provide enough cushion to the cable and a RCC plate of the size of the I/D of the ring shall be placed at the bottom so that the OFC joint and the spare cables never directly come in contact with the earth surface. At the top of the ring RCC cover shall be provided having the arrangement for lifting and removing the same for opening/repairing the joint.

After completion of the above mentioned works total reinstatement should the done up to the ground level which will be the contractor's responsibility. At the time of Optical Fibre cable jointing either the contractor or his representative must be present at the work side.

Signature & seal of bidder

### **13 Laying of O.F. cable by “No Dig” Methods using Trench-less Technology/Micro Tunnelling Technique/ punching etc.**

13.1 In specific cases such as high traffic area/market area/rail crossing the following method is utilized for laying cables. The main activity includes:

- a) Making arrangements for Horizontal Boring for cable and pulling of cables
- b) Making Horizontal Boring and inserting HDPE/PLB pipe to be used for OFC laying.

#### **13.2 CABLE LAYING STANDARD:**

Horizontal Boring and pulling the cable through it: – Horizontal boring and pulling the cable through it along road and under railway/road/canal/streams crossing in all type of soil except rock at suitable depth including all civil works. Supply of all tested lifting tools and tackles other required equipment and consumable, labor, etc and making all such necessary arrangements are under vendors scope. Total job has to be completed within time schedule mentioned in work order. The work is specified under 2 major heads.

**13.3** Laying along the road by boring up to 60mm diameter.

**13.4** Road/Rail/ Canal crossing (road crossing means crossing a road of minimum width of 8 meter by boring up to 60mm diameter.

13.5 In this system of O.F. cable /HDPE/PLB pipe laying following job specifications should be maintained.

13.6 Only Guided boring/drilling technology is to be used-mechanical holes are not permitted.

13.7 Radio or any other detection system should be used for avoiding damage to existing underground utilities such as electric, supply, water pipe line, copper cables fiber cables of BSNL and other private operators, sewerage etc.

13.8 The depth of boring should be such as to clear any underground utilities/ obstacle. However, in no case the depth of boring be less than 1.7 meter from the road surface.

13.9 At the time completion of work the records of actual depths of Cable/ HDPE /PLB pipe at which it is being laid is to be transferred to the SDE/ DE concerned along with other necessary documents and drawings. The record of depth should be given at the interval of 10 meters.

The work is carried out by contractor in conformity with **the engineering instruction** of the BSNL

