

7.2.9.1. Preservation of Labour Record

The Labour record and records of Fines and reductions shall be preserved in original for a period of 3 years from the date of entries made in them. The same shall be made available for inspection by the Engineer in charge or other office authorized by Ministry Of Communication on his behalf.

7.3. Power of Labour officer to make investigation or inquiry

The Labour officer or any other person authorized by Central government on their behalf shall have power to make inquiries with a view of ascertaining and enforcing due and proper observance of Fair Wage Class and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provisions.

7.4. Report of Investigating officer and action thereon

The Labour officer or other person authorized as aforesaid shall submit a report of result of his investigation or inquiry to the engineer in charge. He should indicating the extent, if any, to which the default has been committed by the contractor with a note for necessary deduction from the contractor's bill and for making payment of wages and other dues due to the labours concerned. The Engineer in charge shall arrange payment of labour concerned within 45 days from the receipt of report from the labour officer or the authorized 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 amendment add to or amend the regulation and on any question as to the application /interpretation or effect of any regulations.

8. INSURANCE:

8.8. With out listening to any of his order obligations or liabilities, the contractor shall, at his own expense take and keep comprehensive insurance including 3rd party risk for the plant machinery, men, material etc.brought to the site and for all the works during the execution. The contractor shall also take out the workmen compensation, insurance as required by law and undertake to indemnify and indemnified the Government from and against all manner of crimes ,demands, laws ,damages cost (including between attorney and client). Charges and expense that may arise in regard to the same or that the Government may suffer or incur with respect to/or incidental to the same. The contractor shall have furnish originals and /or attested copies as required by the department of the policies of the insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related to which department 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 appreciable by-law rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Government agency or department, Municipal board, Government of regulatory or authorized body or person and shall provide all certificates of complaints there with as may be required with such applicable law, by-laws, rules, regulations, order, provisions. The contractor shall assume full responsibility for the payment of all contribution and pay roll tax, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor requires any assignee, sub contractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provision of the clause and in this connection the contractor agrees to undertake to save and hold Government harmless and indemnified from against any/all penalties, action, suits, losses and damages, claims and demands and costs (inclusive between attorney and client). Charges and expenses whatsoever arising out of occasion indirectly or directly by failure of the contractor or any assignee or sub contractor to make full and proper said by laws, rules, regulation, law and orders and provision as aforesaid.

10. TOOLS AND PLANTS:

The contractor shall provide at his own cost all tools, plants, appliances, implements etc. required for the proper execution of the work. The contractor also supply without charge, request, no. of persons with the means and material necessary for the purpose of setting out the works, setting out works, counting, weighing and assisting the measurement for examination at any time from time to time. The contractor shall be responsible to make all arrangements at his own cost. Dewatering of trenches, duct and de-gasification work.

The contractor shall also be responsible to make arrangements at his own cost for water required for carrying the work at site including curing of CC/RCC works. Failing to do so by the contractor, the Engineer in charge may provide the same at the expense of the contractor and the expense shall be deducted from any money due to the contractor or otherwise. The following documents are to be included along with tender.

- a) VAT registration details duly attested .
- b) EPF/ESI registration details duly attested.
- c) Labour license registration .
- d) Experience certificate duly attested.

Signature of the bidder

SECTION –VII

SCOPE OF WORK AND JURISDICTION OF CONTRACT:

1. SCOPE OF WORK:

- 1.1. Main cable construction activities: The item of work involved in U/G cable construction of work are as under.
- 1.1.1. Escavation of trench upto depth, such that the top of cable is 1 meter below the normal ground level according to the construction specification.
- 1.1.2. Laying and pulling of cable in trenches are through pipe, ducts/walk through trench.
- 1.1.3. Placing of half round RCC pipes, stone slab, Precast RCC slabs /layer of bricks as per underground/OF cable work specification of departmental standard.
- 1.1.4. Back filling and compacting of the excavated trenches according to construction specification and removal of excess earth from the site.
- 1.1.5. Construction of pillar foundation, erection, painting, sign writing of pillar.
- 1.1.6. Erection, termination, painting and sign writing DPs.
- 1.1.7. Termination of cable in MDF, Pillar and DPs.
- 1.1.8. Jointing and end to end testing of cables, correspondence and electrical tests.
- 1.1.9. Fixing, painting and sign writing of route and Joint indicator.

1.2. ALLIED ACTIVITIES:

1.2.1. Transportation of Materials:

The material required for executing the work and trusted to the contractors against the Work order shall be made available at District store Depot at Madikeri. In some cases the material may be available at sub divisional store yard. The contractor shall be responsible for transporting the required material (to be supplied by the department or otherwise) to execute the work under contract site at his own cost. The cost of transportation is subsumed in the standard schedule rate and therefore no separate charges are payable on this account.

1.2.2 Disposal of Empty Cable Drums:

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

- 1.2.2.1. It shall be obligatory on the part of contractor to dispose off empty cable drums at his level. The amount fixed for various empty cable drums shall be recovered from the bill related to the work for which the drums was/were issued or from any other amount payable to the contractor or from the security deposit.
- 1.2.2.2. The contractor shall not be allowed to dump the empty cable drums Government/public Places. This may be cause inconvenience to the department/ public. If the contractor does not dispose off the empty cable drums with in three days of becoming empty, the department shall be at liberty to dispose off the drums in any manner deemed fit. In such cases the amount fixed in this contract for empty cable drums shall be recovered from the bill/security deposit/any other amount payable to the contractor.

1.2.3. Supply of materials:-

There are some materials required to be supplied by the contractor for execution of work in this contract like bricks, cement, wiremesh and steel for protection etc. Besides using the other consumables which do/do not become the part of asset. The contractor shall ensure that the material supplied are of best quality and workmanship and shall be strictly in according to specification.

2. **VALUE OF WORK.**

The estimated cost of work is as shown in the notice inviting tender which has been worked out based on standard scheduled rates, mentioned in the tender document. The actual value of the work may vary based on the actual requirement but generally being limited to plus or minus 25% of the indicated value.

3. **JURIDICTION OF CONTRACT:**

The jurisdiction of contractor shall be for entire Madikeri SSA.

Signature of the bidder

SECTION- VIII**UNDERGROUND CABLE CONSTRUCTION SPECIFICATIONS**

The detailed U.G/O.F. cable construction specification are given in document titled as **“Underground cable construction practices-Manual”** issued as a part of tender document. The bidders are advised to go through the Manual before quoting for bid.

SECTION-IX
MATERIAL SECURITY BOND FORM

Where as(called as “the Contractor”)
Has been awarded the contract of U.G/O.F cable construction work, as per tender number.....
KNOW ALL MEN by these presents that
WEOF
Having our registered office at(hereinafter called the “Contractor”)
Are bound unto(hereinafter called “the Department”) in the sum of for which payment will and truly to be made of the said Department, the Bank
Binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THE OBLIGATION ARE:

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

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

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

Signature of the Bank Authority:

Signature of the Witness:

Name and address of Witness:

SECTION – X

AGREEMENT

The successful tendered shall have to execute the following agreement:

The agreement made on this _____ day of _____ month

_____ year between M/s _____

_____ herein after called “ the

contractor” (Which expansion shall unless excluded by or repugnant to the cotext, include its

Successors, heir, executors administrative and assignee) of the one part & president of

India, herein after refered to as the Government, of other Part.

Where as the contractor has offered to enter into contract with the said Governement for the execution of work of trenching and laying underground telephone cables/optical fibre cables,cable joint,pillar construction ,DP fittings and other associated works in Kodagu Telecom District on the terms and conditions herein contained and rates approved by the Government(copy of rates annexued) have been duly accepted and whereas the necessary security deposit have been furnished in accordance with the provisions of the tender documents and whereas no interest will be claimed on the security deposit.

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

1. The contractor shall, during the period of this contract i.e.to say from.....
 To or completion of work for.....(In words)
whichever is earlier or until this contract shall be determined by such notice as is herein after mentioned , safely carry out by means of labour employed at his own expense and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expense, all trenching, cable laying in tender documents and the Government or SSA head or any other person authorized by SSA head in that behalf required.It deemed to understood by the contractor that the quality of work mentioned on the schedule is likely to change as per actual requirements and demanded by exigencies of service.
2. The Notice Inviting Tender(NIT) bid documents (qualifying & final) letter of indent approved rate annexed here to and such other additional particulars ,instruction,drawing,work order as may be found request to be given during the execution of work shall be deemed and taken an integral part of contract and shall also to be deemed to be included in the expression “The Agreement” or “The contract” wherever herein used.

3. The contractor shall also supply the request no. of workmen with means and material as well as tools, appliances, machines implement vehicle for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work order.
4. The contractor hereby declares that nobody connected with or in the employment of department of telecommunication/DTS is not/ shall not ever be admitted as partner in the contract.
- 5 The contractors shall abide by the terms and conditions, rules, guidelines, construction practices, safety Precautions etc. stipulated in the tender document including any correspondence between the contractor and the government having bearing on execution of work and payment of works to be done under the contract.
6. In witness whereof the parties presents have here in to set their and seals the day and year in-----.

Above written :

Signed& Delivered by the above
Named Contractor in the presence of .

Witness :

1

2

Signed & Delivered on behalf of
BSNL
(AGovt of India Enterprise)

Witness :

1

2

Signature of the Bidder

SECTION-XI
LETTER OF AUTHORISATION FOR OPENING BID OPENING

Tender number -----

Subject: Authorisation for attending bid opening on----- (date) in the tender of -----

Following persons are here by authorized to attend the bid opening for the tender mentioned
Shown on behalf of

Order of preference	Name	Specimen Signature
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I

II

Alternate Representative:

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

NOTE: 1) Maximum of two representatives will be permitted to attend the 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 authorisation as prescribed above is not recovered.

Signature of the Bidder:

SECTION – XII**LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE QUALIFYING BID**

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

- 1 Bid security in accordance with the tender document.
- 2 Tender documents in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by tenderer or his authorized representative.
- 3 The copy of enlistment certificate issued by the competent authority duly attested by a gazetted officer.
- 4 Latest income Tax clearance certificate PAN.
- 5 The registration of firm. Authenticated copy of partnership deed in cases of partnership firm.
- 6 Bid form duly filled in as per section II
- 7 Tenderer profile duly filled in, as per section III of the tender document.
- 8 Original power of attorney in case person other than the tenderer has signed the tender documents.
- 9 List of qualified experienced personnel , who were working for the tenderer, who will be deployed for the work

Signature of the Bidder

SECTION XIII

RATES QUOTED FOR CABLE CONSTRUCTION WORK / JOINTING /DP ERECTION/PILLAR FOUNDATION(rates are inclusive of bricks,cement,sand,stone,insurance,freight etc) in the jurisdiction of GMT Madikeri. Rates quoted inclusive of all taxes. Levies transoporation loading/unloading .. etc

Sl.No.	PARTICULARS	Approx. quantity of work	RATES QUOTED (IN FIGURES)/meter		RATES QUOTED (IN WORDS)/MTR
			Depth	Rate/mtr (in figrs)	Rate per meter (in words)
1.	Digging the trench and back filling(except road crossing){standard} in r/o all sizes of cables	100 kms	90cms		
2.	Digging the trench and back filling alongwith estate routes under special circumstances in r/o 5 pair cable only.	100 kms	60cms		
3.	Laying of U/G cable 5 pair	100 kms			
4.	Laying of U/G cable 10 pair	30 kms			
5.	Laying of U/G cable 20 pair	30 kms			
6.	Laying of U/G cable 50 pair	20 kms			
7.	Laying of U/G cable 100 pair	10 kms			Rs
8.	Laying of U/G cable 200 pair	5 kms			Rs
9.	Laying of U/G cable 400 pair	2 kms			Rs
10.	Laying of U/G cable 800 pair	2 kms			Rs
11.	Placing of bricks inclusive of item cost				Rs
12.	Digging ,Laying of RCC/GI pipe at road crossing and back filling	2 kms			Rs
13.	Laying of GI pipes across culverts and bridge 13 a. 25 mm size 13 b. 65 mm size 13 c. GI Post	1 kms 200 mtrs 200 mtrs			
14.	Jointing of 5 pair cable	1500 nos			Rs
15.	Jointing with 10/20 pair cable				Rs
16.	Jointing with 50/100 pair cable				Rs
17.	Jointing of cable above 100 pair(rate shall be quoted /pair)				Rs
18.	Erection of DP 5 pair internal	1500 nos			
19.	Erection of DP 5 pair external				
20.	Erection of DP 10 pair external	100 nos			
21.	Erection of DP 20 pair external				
22.	Construction of pillar (inclusive of material)	10 nos			Rs
23.	Painting of pillar	400 nos			Rs
24.	Sign writing of pillar	400 nos			Rs

25.	Laying of PVC rigid pipe up to the sub office for 5 pair cable, poleless network	4000 nos			
26	Recovery of Cables of all specifications				

RATES OF EMPTY CABLE DUUMS

L No	Size of Drums		
1	5Pr		Rs
2	10 Pr		Rs
3	20 Pr		Rs
4	50Pr		Rs
5	100Pr		Rs
6	200Pr		Rs
7	400Pr		Rs
8	800 Pr		Rs

IMPORTANT NOTE:-

- Quantities mentioned against each item of work in the schedule are indicative in nature. The actual extent of work execution will be subject to requirement of field units. Insistence on a particular granted work order for specific items shall not be enforceable and shall be at the descretion of D.E. incharge only. However, the total value of work orders for all the items together shall be in accordance with the agreement.
- Evaluation of the Tender for arriving at the L1 bidder will be done by calculating the total cost by multiplying the quantities with rates quoted by the bidders.

I/We have gone through the tender documents carefully, and agreed to carry out all types of CABLE CONSTRUCTION WORK at the quoted rates,

Signature _____

Name _____

Address _____

Telephone NO Office _____

Residence _____

Signature of the Bidder

SECTION-XIV
FINANCIAL BID FORM

To

The General Manager Telecom,
Kodagu Telecom District,
Padmavathy Complex Gowli Street
Madikeri- 571201.

Dear Sir,

Subject: Our Financial Bid for U. G. / O. F. Cable Construction work in
KODAGU SSA

Ref : Your office Tender No. NIT/U/G Cable Tender/ 2007-2008/01 datd 27.11.07

Having examined the tender documents, terms and conditions of the tender and specifications of the work etc. stipulated therein, I/We the undersigned offer to execute the UG cable/OF cable Construction Works in conformity with the said specifications and conditions of contract at the quoted /agreed rates:

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

I/we agree to abide by this Bid for a period of 360 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period. I/we also agree that our quotation is only for item of jobs mentioned in the scheduled rates section XIV part A of the Tender documents.

Date:

Signature of the Bidder:

Name and address