

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

Office of the Sr. General Manager, Telecom
District - Dhenkanal -759001.

TENDER DOCUMENT FOR
**LAYING OF OPTICAL FIBRE CABLE & ALLIED WORKS IN
DHENKANAL TELECOM DISTRICT**

TENDER NO. GC-427/14-15/84 , DHENKANAL DATED 20.06.2014

Zone No	:	02
Name of the Zone	:	Angul

Date

Seal & Signature of the Bidder

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Date

Seal & Signature of the Bidder



BHARAT SANCHAR NIGAM LIMITED
Office of the Sr. General Manager, Telecom District,
Dhenkanal -759001

NIT: No – **GC-427/13-14/84**

Dated: **20.06.2014**

SECTION- I, Notice Inviting Tender

Wax/Cellotape sealed tenders are hereby invited by the Sr. General Manager Telecom, BSNL, Dhenkanal on behalf of Bharat Sanchar Nigam Limited, India from experienced contractors for laying of Optical Fiber cable in Zone No. 02 (Angul) under jurisdiction of BSNL, Dhenkanal Telecom District.

Cost of bid document in Rs.	Estimated cost of tender	EMD	Date and Time of		
			Issue of tender document	Receipt of completed tender document	Opening of Qualifying (Technical) Bid
Rs.525/- including Sale Tax 5% (Per Zone)	As shown in Annex- I of Section -V	As shown in Annex-I of Section -V	From 10:30 Hrs of 24.06.2014 to 12:30 Hrs of 15.07.2014	Up to 13:00 Hrs of 16.07.2014	At 15:30 Hrs on dated 16.07.2014 at Room No.103, Chamber of AGM(HR & Admn), O/o GMTD, Dhenkanal.

Job Description: - This tender is for digging trench, laying HDPE/PLB pipes and pulling OF Cable & allied works in in Zone No. 02, (Angul) under BSNL, Dhenkanal Telecom District. The details of job description are available in the tender document. The quantum of work may vary as per the necessity of the works and availability of stores.

Eligibility criterion for the above works:

01. The contractors must be bonafide and experienced having experience of Rs. 2 (Two) Lakhs in OFC and U/G Cable laying works in BSNL/MTNL and Central Govt./ PSU in the last 5(Five) financial years (2009-10, 2010-11, 2011-12, 2012-13 & 2013-14 taken together). Experience certificate in this regard must have been issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered.

In addition, the contractor should submit-

- 02.** Valid PAN Card. (Self Attested).
- 03.** Valid labour license / Registration with Central Labour Commission under Contract Labour Act 1970 (R&A) (Self Attested copy).
- 04.** Service Tax registration No. (Self attested copies).
- 05.** Valid EPF registration No. (Self attested copies).
- 06.** Valid ESI registration No. (Self attested copies).
or undertaking to get it within two months of work awarded.
- 07.** Undertaking as per the proforma as Annexure-V.

Date

Seal & Signature of the Bidder

NB: The original of the self attested copies submitted above should be produced for verification if demanded before signing of agreement. Failure to produce the originals may lead to forfeiture of EMD/SD and cancellation of tender.

Multiple Vendor System:-

The BSNL Dhenkanal Telecom District intends to limit the number of technically and commercially responsive bidders to two in each Zone from the list of such bidders arranged in increasing order of their evaluated rate starting from the lowest for the purpose of award of work against this tender. The distribution of the quantum of work amongst the bidders is as per clause A8 of section A of General Conditions of tender. Separate tender document should be submitted for each zone along with EMD fixed for the zone.

Bid documents can be had-

a) From SDE (Plg), O/o GMTD, DHENKANAL on written application with the copies of documents in support of their eligibility to participate in the tender along with the cost of bid document as mentioned (Rs.525/-) in the form of DD from any scheduled bank in favour of A.O. (Cash), BSNL, O/o Sr. GMTD, Dhenkanal payable at Dhenkanal . The bid document can be issued in all working days between 11:00 Hrs to 16:00 Hrs from **dated 24.06.2014 to dated 15.07.2014**.

b) Eligible bidders can also download the entire bid document from BSNL's website www.orissa.bsnl.co.in and submit the same within scheduled date & time along with the required cost of the bid document (Rs.525/-) in the form of DD from any scheduled bank in favour of A.O.(Cash), BSNL, O/o Sr. GMTD, Dhenkanal payable at Dhenkanal . The DD, documents conforming to the eligibility criteria as mentioned in clause "A" of Section II of Tender document. and other documents as mentioned in clause "B" of Section-III of Tender document are required to be kept in the "Envelop-A: Qualification Bid". The financial bid containing Annexure – VII of Section- IX should be kept in a separate Envelop called "Envelop B : Financial Bid". The financial bid of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per schedule which will be intimated later. All the envelopes containing bid documents should be wax/cellotape sealed and name and address of the bidder should be written on the left side of each envelop. The downloaded bid document must be enclosed with the bid cost Rs.525/- in the form of DD other wise the bid will be rejected. All three envelop will be superscribed with Zone No. & Name of the Zone.

The details of terms and conditions, EMD particulars etc. are available in the tender document. Tenders received without EMD will be rejected. No exemption of cost of Tender Documents and EMD under NSIC is permitted. The Sr. GMTD Dhenkanal reserves the right to reject any or all tenders without assigning any reason thereof. The sealed tenders can be dropped in the tender box available in the chamber of AGM (HR & Admn), 1st floor, Room No.103, BSNL Bhawan, O/o Sr. GMTD, DHENKANAL . The sealed tenders can also be sent by registered post addressed to:

**AGM HR & Admn), 1st Floor,
O/o Sr. GMTD, BSNL,
Room No- 103, BSNL Bhawan,
Dakshinakali Road, Dhenkanal -759001.**

Tenders received through post must reach this office on or before the opening time & date of tender else they will not be accepted. Tender received through post in tampered condition will also not be accepted. **Tenders not sealed in Wax/Cellotape will not be entertained.**

**AGM HR & Admn),
O/o Sr. GMTD, BSNL, Dhenkanal**

Date

Seal & Signature of the Bidder

SECTION- II

A. GENERAL CONDITIONS OF TENDER

A0. Name of the Work:

Laying HDPE/PLB pipes and pulling O.F. Cable in Dhenkanal Telecom District.

A1. Name of the Zone: Zone No. 02 (Angul) under the jurisdiction of Sr. GMTD, DHENKANAL.

A2. NIT No. : GC-427/14-15/84 Dated 20.06.2014

A3. EARNEST MONEY (EMD)-

As per NIT D.D./B.C. drawn in favour of Accounts Officer (Cash), BSNL, O/o. G.M.T.D., Dhenkanal payable at Dhenkanal.

A4. The successful tenderers will be required to sign an agreement in the proforma at Annexure-II of Section- III of tender document with the Sr.General Manager Telecom Dist, Dhenkanal here-in-after referred to as the Sr. GMTD, DHENKANAL for carrying out the OF cable laying works under his jurisdiction in different zones as specified at Annexure-I. After the tenderer has been declared successful by the Sr. GMTD, DHENKANAL , the successful tenderer and the Sr. GMTD, DHENKANAL would be two contracting parties for all purposes. The successful tenderer will have to submit necessary material security in the form of Bank Guarantee for a period of 18 (Eighteen) months before signing the agreement.

Date

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A5. ELIGIBILITY CRITERIA-:

The contractors must be bonafide and experienced having experience of Rs. 2 (Two) Lakhs in OFC and U/G Cable laying works in BSNL/MTNL and Central Govt./ PSU in the last 5(Five) financial years (2009-10, 2010-11, 2011-12, 2012-13 & 2013-14 taken together). Experience certificate in this regard must have been issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered. All the documents as mentioned under Section B are also to be submitted.

A6. VALIDITY OF BID: The validity of bid period is 150 Days from the date of opening of the bids.

A7. SECURITY

A7.1. Material Security:

i) The successful tenderer will have to deposit material security subject to a minimum of Rs. 1,00,000 (Rupees one lakh) only or 5% of the total work which ever is less in the form of bank guarantee valid for 18 months i.e. up-to and including six months after the period of contract from a Scheduled Bank and in the material security bond form provided in the bid document at Annexure-III.

ii) The contractor, at any point of time, will not be issued stores costing more than the material security. The proceeds of the material security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.

iii) The material security shall be released within a fortnight from the date of payment of the final bill under the contract or the final settlement of the material account whichever is later.

A7.2. Performance Security:

i) An amount of 10% of each running bill/final bill of the contractor will be deducted from the billed amount as performance security deposit (SD) in addition to the sum already deposited as material security deposit. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractors failure to complete its obligation under the contract.

ii) The performance security deposit shall be refunded to the tenderer after six months from the date of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document. The SD will be released after getting NOC from concerned SDE and countersigned by DE.

iii) No interest shall be paid to the contractor on performance and material security.

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A8. Award of contract & Work:

- a) The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially responsive. Normally the bid of the tenderer who quotes lowest rate (as furnished in financial bid) will be accepted.
- b) However the BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
- c) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Dhenkanal Telecom District.
- d) The BSNL reserves the right to counter offer price(s) against price(s)/ rate(s) quoted by any bidder.
- e) The BSNL reserves the right to award the work in any area up to maximum 02 bidders. The work allotment among the bidders will be as under.

In case of 01 bidder	-	L-1 get 100%
In case of 02 bidders	-	L-1 get 60% and L-2 will get 40%

Allotment of work among L-2 bidders will be on the basis of their willingness to accept L-1 bidder rate only.

The assessment of Sr. GMTD Dhenkanal in this regard shall be final and binding.

- f) If the work in one area is awarded to more than one contractor, the demarcation of the work among the various contractors shall be decided by Sr. GMTD Dhenkanal and the demarcation will be communicated in writing to the concerned tenderer. In case L2 fails to carry out the work, the quantity of work of L2 will be awarded to L1 bidder & L1 will be bound to do the work.
- g) Normally the amount of SD will remain unaltered in all cases mentioned above.

A9. The conditional and incomplete tenders are liable for rejection.

A10. The Sr. General Manager, Telecom Dist, Dhenkanal reserves the right to reject one or all of the tenders without assigning any reason thereof.

A11. All tools for the works shall be provided by the contractor.

A12. Transportation of labour from one site to another and from one town to other will be the sole responsibility of the contractor.

A13. The Sr. GMTD, DHENKANAL will not be responsible to provide residential accommodation to the labourers employed by the contractor. All arrangements in this regard, will be the responsibility of the contractor.

Date

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A14. The near relative of employees of BSNL,DHENKANAL are prohibited from participation in this tender (either directly recruited or on deputation) .The near relatives for this purpose are defined

as : **a)** Members of Hindu undivided family **b)** They are husband & wife **c)** The one related to other in the manner as father, mother, son(s) & son"s wife (daughter in law),

daughter(s)&

daughter"s husband (son in law),brother(s) & brother"s wife, sister(s) & sister"s husband

(brother-in law). Declaration format is available at Annexure-IV.

A15. In case of any dispute arising out of the contract between the two contracting parties, the decision of the Sr. General Manager, Telecom District, Dhenkanal shall be final and binding.

A16. The Sr. GMTD, DHENKANAL reserves the rights to increase/decrease or delete the scope of work without assigning any reason.

A17. The Sr. GMTD, DHENKANAL also reserves the right to carry out a part or the whole of the cable laying work through its employees/ labourers or through outside labourers if the contractor had failed in executing the work and under such circumstances the SD and material security will be forfeited and also action to blacklist the contractor can be initiated by the Sr. GMTD, DHENKANAL .

A18. The works against this tender will be executed under the overall control of the Sr. General Manager Telecom District, Dhenkanal .

A19. The Sr. General Manager may authorize any officer working under him to conduct test checks of any trench anywhere within the district to ascertain the standard of work being done as and when desired by him.

A20. Disposal of empty cable drums :

The contractor shall be responsible for disposal of the empty empty cable drums after laying of 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 below:-

Serial number	Size of Cable drums	Rate Fixed for disposal
1	OF Cable Drum	Rs. 200.00

NB. These rates of the empty cable drums are to be deducted from the contractor bills.

A21. Rates must be quoted both in words & figures. In case of discrepancy between words & figures, rate in words will be considered.

Date

Seal & Signature of the Bidder

A22. ADDRESSING THE TENDER –The bidders are requested to submit their bid in two different sealed cover one as “QUALIFYING BID” and the other as “FINANCIAL BID”. The qualifying bid will consist of documents Sl. No. B1 to B5 of Section-III & the financial bid will contain the rate quotation in the prescribed format in ANNEXURE-VII of Section-XI of the tender. Both above covers such as QUALIFYING BID and FINANCIAL BID must be kept in another third cover which also to be sealed with WAX/Cello tape. All the three covers must be addressed to AGM (HR & Admn), 1st floor, Room No.103, BSNL Bhawan, O/o Sr. GMTD, DHENKANAL and should be superscribed as “Tender for laying of Optical Fibre Cable & Allied works in Dhenkanal Telecom District” along with Tender No, Zone No, and bidders name and Address. If the bidder fails to write all the above information on the bid envelope, the same may not be opened and summararily treated as rejected.

The bids must be dropped in the sealed tender box kept in the office of AGM (HR & Admn.), Room No. 103, 1st Floor, O/o Sr. GMTD, Dhenkanal by the time mentioned in NIT.

The sealed tenders can be sent by registered post addressed to:-

**AGM HR & Admn), 1st Floor,
O/o Sr. GMTD, BSNL,
Room No- 103, BSNL Bhawan,
Dakshinakali Road, Dhenkanal -759001.**

Tender received through post must reach this office on or before the opening date/time of tender else it will not be accepted. Tender received through post in tampered condition will also not be accepted.

Tenders not sealed in Wax/Cellotape will not be entertained.

The qualifying bid will be opened on same day at 15.30 hrs in the presence of tenderers or their representatives. The financial bid of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per time schedule which will be intimated later.

A23. Quantum of work & the Estimated cost.

This tender is a rate contract for laying OFC & allied work in the Dhenkanal Telecom District. The volume of work may vary as per the requirement. The Sr. GMTD, DHENKANAL reserves the right to increase/decrease the quantum & scope of work without assigning any reason.

The details of estimated cost of work and EMD to be deposited for this tender are given in Annexure-I, Section-V (page-22)

N.B.-The tender document is not transferable.

Date

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SECTION- III

B. DOCUMENTS TO BE SUBMITTED ALONGWITH BID:

B1. Experience Certificate:

- 01.** The contractors must be bonafide and experienced having experience of Rs. 2 (Two) Lakhs in OFC and U/G Cable laying works in BSNL/MTNL and Central Govt./ PSU in the last (Five) financial years (2009-10, 2010-11, 2011-12, 2012-13 & 2013-14 taken together). Experience certificate in this regard must have been issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE duly countersigned by an officer not below the rank of DGM will also be considered (Self Attested).
- 02.** Valid PAN Card. (Self Attested).
- 03.** Valid labour license / Registration with Central Labour Commission under Contract Labour Act 1970 (R&A) (Self Attested copy).
- 04.** Service Tax registration No (Self Attested copy).
- 05.** EPF registration with copy of upto date payment receipt (Self attested copies).
- 06.** ESI registration with copy of upto date payment receipt (Self attested copies) or undertaking to get it within two months of work awarded.
- 07.** Undertaking as per the proforma as Annexure-V.

B2. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents must be submitted along with technical bid. The tenders submitted by Partnership

firms should furnish attested photocopy of "Partnership Deed" duly registered.

B3. EMD as specified at Annexure-I of Section-V of the tender.

B4. Declaration to the effect that no near relative of the bidder is working in BSNL, DHENKANAL as given in the annexure -IV of the tender document.

B5. The bid document duly signed in each page.

If all the documents i.e. from B1 to B5 are not submitted in the Bid document, it will be rejected. Note: The bidders are requested to submit their bid in two different wax sealed cover one as "QUALIFYING BID" (ENVELOP-A) covering pages 1 to 25 and other as "FINANCIAL BID"(ENVELOP-B) which will contain their rate quotation in the prescribed format in ANNEXURE-VII.

The qualifying bid will consist of documents Sl.No-B1 to B5. The financial bid will consist of the rate quotation as per ANNEXURE-VII of Section-XI of tender.

Bids not sealed with sealing Wax/ Cellotape will not be entertained.

B6. The original of the above documents may be produced at the time of final verification and signing of contract. (For verification)

B7. The financial bids of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per time & schedule which will be intimated to the qualified bidders later.

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SECTION- IV

C. SPECIFICATION OF WORK

This tender is a rate contract for laying of OFC in various sections of Dhenkanal Telecom District.

C1. TRENCHING

(a) Digging trench and laying of OF Cable in different sections under the jurisdiction of Sr. General Manager, Telecom District, Dhenkanal . The work broadly consists of the following components:-

(b) Excavation of trench measuring 45 cm width & depth of 165cm in all places of Dhenkanal Telecom Dist .The excavation also involves clearing of bushes, cutting roots of trees that may lie along the route of the cable trench and throwing out stones and boulders that may be dug up during the process of trenching and filling the trench with excavated soil after laying of HDPE/PLB pipe, ramming/jamming after filling the trench etc.

(c) In case of digging trenches of lesser depths, the contractor would be paid lesser amounts based on the following formula provided the said depth is authorized by the officer in charge of the said work with counter signed by D.E.

Depth of OF cable trench (in cm)	Percentage of approved rate accorded
165	100
150 to164	95
130 to149	87.5
100 to129	75
Less than 100	60

The rate mentioned above will be taken, as that for a trench of 165 cm and proportionate calculation will be done based on this rate.

For

example:

Let the rate approved = Rs. 40.00 for 165cm depth and let the actual trench is of depth 120cm, then the rate will be Rs. 40.00 x 0.75 = Rs.30.00 (for depth 165cm). Then the applicable amount payable for the depth 120cm per meter will be Rs.30.00 x 120/165 = Rs.21.82 per meter. Prior permission to lay cable at lesser depth in exceptional cases need to be taken from concerned DET.

C2. LAYING, STRENGTHENING OF HDPE/PLB PIPE

a) After excavation of trench as per specification, proper leveling of bottom should be done for the HDPE/PLB/PLB pipe that has to be laid in the trench as supplied by BSNL (HDPE/PLB/PLB pipe is of outer dia 50mm/as available for the purpose & of nominal

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length of five meters to be jointed by HDPE/PLB/PLB couplers of suitable dimension). A layer of soft soil of not less than 5cms is to be used for leveling the trench to ensure that the pipe when laid will follow a straight alignment along with the joints. The pipe should be as straight as possible and all bends and gradients or change of depth should be gradual.

b) The pipes should be jointed properly & nylon ropes of dia 4mm (to be supplied by the contractor) pulled through the pipes & kept inside tied on suitable weight so that the ends of the rope are easily accessible at the pipe end. Both the end of the pipeline section shall then be securely sealed by suitable cover supplied by BSNL. The next length of pipe shall be laid leaving a gap of two meters. A gap of two meters as mentioned above may also be kept at every bend so that the pipe line may be taken as will be directed by the officer in charge at site. Water present in the trench at the time of laying the pipe & jointing shall be pumped out by the contractor before lowering in the pipe to ensure that no mud or water gets into the pipe during the process with his own expenses

c) Laying of 100mm dia RCC spun pipes/RCC split pipes/80mm GI pipes (to be supplied by BSNL) : 100mm dia RCC spun pipes/RCC split pipes are to be laid over HDPE/PLB/PLB pipes for extra protection especially in the routes where other cables, PHD/PWD pipes, densely populated areas, low depth areas as per the instruction of concerned DET. The 80mm GI pipes are to be inserted in all road borings & culverts where concreting are to be done over the GI pipes. However the portions where such GI pipes are laid, HDPE/PLB/PLB pipes of 50mm dia are to be inserted in the GI pipes.

The contractor shall exercise all care to ensure that pipes that are laid are not subjected to any strain.

C4. CONCRETING

The specification of cement concrete is 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size). The dimension of concrete is 0.2 mtr x0.2 mtr thickness approx. Concreting is to be made in all culverts in the route over the GI pipes & HDPE/PLB/PLB pipes. However in some of the exceptional cases where proper depth cannot be maintained concrete has to be done with prior permission of concerned DET. While submitting the bills the certificate from concerned authority for the concreted portions is to be given with proper marking in the diagram. The portion of concreting bill will be done as per the clause C1 (d).

C5. ROAD BORING :

In case of road crossings, the pipes shall be laid by punching/boring the road without damaging the road surface. The 80mm GI pipes are to be inserted in all road borings & HDPE/PLB/PLB pipes of 50mm dia are to be inserted in the GI pipes.

C6. FIXING OF ROUTE / JOINT INDICATORS

The route/ joint indicators are to be supplied by the contractors and be fixed/ co-located with each manhole/ joint chamber. In addition, route indicators are also to be placed where route changes direction like road crossings etc. The route indicators must be provided at every 200m span. The route/ joint indicators made of pre-cast RCC should have the following dimensions:

Base - 250mm X 150mm
 Top - 200mm X 75mm
 Height - 1250mm

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The word „BSNL OFC“ should be engraved on the route/joint indicators. The route indicators are painted yellow and the same are placed at 2ft. away from the center of the trench towards jungle side. The joint indicators are placed at OFC joints and placed 1ft. away from wall of the joint chamber facing jungle side and are painted red. The engraved word „BSNL OFC“ should be painted in white, on route as well as joint indicators. Numbering of route indicators/ joint indicators should also be done in white paint. The numbering scheme for route indicators will be joint No./Route Indicator No. for that joint. For example, 2/6 marking on a route indicator means 6th route indicator after 2nd joint. Additional joints on account of faults at a later date should be given number of preceding joint with suffix A, B, C, D. For example sign writing 2A on a joint indicator means, additional joint between joint No.2 and 3. The numbering of existing route/joint indicator should not be disturbed on account of additional joints. Enamel paints of reputed brand should be used for painting and sign writing of route as well as joint indicators.

C7. JOINT CHAMBER

The joint chamber is to be provided for every joint normally at a safe distance from road to keep the OFC joint well protected and also to keep extra length of cable which may be required in the event of faults at a later date. The joint chambers are to be of pre-cast RCC type. For fixing pre cast RCC chamber, first a pit of size 2m X 2m X 1.8m depth is required to be dug. Pre cast RCC chamber consists of three parts (i) round base plate in two halves of 140cm dia and 5cm thickness (ii) full round RCC joint chamber with dia of 120cm and height of 100cm and thickness of 5cm (iii) round top cover will be in two halves with dia of 140cm and thickness of 5 cm having one handle for each half in center and word „OFC“ engraved on it. After, fixing the pre cast RCC joint chamber, the joint chamber is filled with clean sand before closing. Lastly, back filling of joint chamber pit with excavated soil will be carried out.

C8. PULLING OF OF CABLE THROUGH THE PIPES

The OFC are to be drawn through the HDPE/PLB pipes with the help of nylon ropes already present inside the pipes from the sections (the distance between two sections should be approximately 200meter). The contractor should be careful while pulling the cables to ensure no damage/stress to the OFC while pulling.

C9. HORIZONTAL DIRECTIONAL DRILLING (HDD) AND LAYING THE PLB HDPE PIPE THROUGH IT:

Horizontal directional drilling / boring and PLB HDPE pipe laying through it along/across road and under railway/ road/ canal/ streams crossing in all type of soil (including soft rock & Hard rock) at suitable depth including all civil works. Supply of all tested lifting tools and tackles other required equipment and consumable; labour etc. and making all such necessary arrangements are under vendor"s scope. Total job has to be completed within time schedule mentioned in work order. The work is specified under two major heads.

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- a) Drilling along the road and
- b) Road/ Rail/ canal crossing (road crossing means crossing a road of minimum width of 8meters).

1) There will be two different sizes of drilling:

- a) Drilling at 40mm diameter.
- b) Drilling at 75mm diameter.

2) In this system of PLB /HDPE pipe laying following job specifications should be maintained :

- a) Only Guided boring/ drilling technology is to be used. Mechanical holes are not permitted.
- b) Radio or any other detection system should be used for avoiding damage to existing underground utilities such as electric supply, water pipe line, telecom copper cables and optical fibre cables, gas pipe line, sewerage etc. The depth of boring should be such as to clear any underground utilities/ obstacles. However, **in no case the depth of boring be less than 1.65Mtrs from the ground surface. In the event of damages to BSNL/other utilities/other service providers, the contractor should make good the damage. The claim if any raised by above authority, the contractor should bear the claim or otherwise the same will be deducted from its bill.**
- c) In horizontal drilling, the system should be capable of going up to 10Mtrs. below the ground level.
- d) In a shift of 8hrs. at least 400mtrs. of drilling should be done. It should not be less than 200mtrs. per day on an average taking into account the machine breakdown, shifting of the machine from one site to another, weekly off.
- e) PLB/ HDPE pipe should be laid by blowing method in full length and cutting of pipe should be avoided while laying along road.

3) Ground penetrating radar survey and damage to telephone cable and other underground services:

- a) The contractor should collect all available information regarding under ground services and take necessary care to protect them. He should also have sufficient arrangements to identify and protect such underground services.
- b) The contractor shall carry out ground penetrating radar survey along the proposed O.F.C route at his own cost to identify the underground services and for setting out the route as directed by Site - In - Charge. The Site -In - Charge shall provide route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling. HDD work of OFC routes

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3.1 Laying of PLB HDPE Pipe:

The PLB HDPE pipe will be pulled through the horizontal bore. DIT test, i.e. Pressure, sponge, air test and all other test is to be carried out by the tenderer.

3.2 At the time of completion of work, the records of actual depths of PLB HDPE pipe at which it is being laid is to be transferred to the Site- In – Charge along with other necessary documents and drawings. The record of depth should be given at the interval of 3 meters.

4) ALLIED ACTIVITIES:

4.1 Transportation of Materials : The materials required for executing the work entrusted to the contractors against a work order shall be made available from the SDOP/ SDOT store. The contractor shall be responsible for transporting the materials, to be supplied by the BSNL or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

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

5. Successful tenderers have to arrange duct integrity test (DIT). The rate mentioned in the schedule of rate is inclusive of DIT test. No separate payment will be made for DIT.

6. If supply of Cable is delayed, Contractors have to arrange DIT test.

C10. LAYING of OF CABLE THROUGH THE PIPES: -

The OFC are to be drawn through the HDPE/PLB pipes with the help blowing machine only.

C11. TRANSPORTATION OF STORES: -

The contractor has to transport stores (OF cables/HDPE/PLB pipes/GI pipes etc) from SDO (P)/SDO(T) store depot to the site by the contractor at his own cost. No separate charges will be allowed towards such transportation.

C12. ACCEPTANCE TESTING: -

The AGM of A / T wing or any other officer appointed by him has free access to do acceptance test to the site. The contractor shall render all possible assistance and facilities for the purpose of A/T to the officials concerned .The work executed by the contractors will be tested by A/T wing and defect pointed out will have to be attended immediately by the contractor. The final A/T report is to be submitted before submission of the bill for the work.

Procedure for Acceptance Testing

General: - The work shall be deemed to have been completed only after the A. /T. Officer has accepted the same. The contractor shall make test pits at the locations desired by A. /T. Officer for conducting test checks for depth of trenching without any extra payment. The contractor shall restore the pits after test measurements are taken to its original shape. The

Date**Seal & Signature of the Bidder**

contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

Scope of Acceptance testing: - The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A./T Officer shall not be responsible for recording of measurements for the purpose of contractual obligations. However, if the measurements taken by A./T Officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A. /T Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A. /T Officer without any additional cost to BSNL.

Offering the work for acceptance and testing: - The Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A. /T., shall offer the work to A./T Officer for conducting Acceptance Testing. The work shall be offered for A. /T as soon as work in some of the sections on the O.F. route in all aspects is ready for being offered to A. /T. The work against any work order can be offered for A./T in a number of such stages.

A. Acceptance Testing Schedules: - The following tests shall be conducted for Acceptance and Testing: -

- i). A. /T of Trenching, Pipe lying and Protection.
- ii). A. /T of Transmission characteristics of O.F. cable from end to end as prescribed in the T&D Circle A. /T schedule.
- iii). Fixing, Painting and Sign Writing of Route and Joint Indicators.
- iv). Certification of documentation.

B. Offering of works for Acceptance Testing: - The work shall be offered for A. /T in the offering Memo.

- i). Photocopy of complete work order containing technical, execution plans with work sanctioned and general details (attested by the SDE In-Charge of Cable Construction).
- ii). Line diagram of pipes laid.
- iii). Copy (Copies) of relaxation(s) issued by the competent authority, if any (attested).

C13. To avoid the possibility of theft of exposed cable which is already laid earlier or partly laid, the contractor will be required to arrange his watchmen at cable trench at night time and all the days. The watchmen so employed for this purpose shall have to be paid for by the contractor himself. In case of loss of cable by theft at such open trenches, the contractor shall be liable to pay the compensation to the Sr. GMTD, DHENKANAL basing on the value of cable so stolen.

C14. In case damage is caused to the existing cables by the labourers employed by the OF cable laying contractor the actual expenditure incurred for the restoration of the cable will be recovered from the contractor, including the cost of replaced portion of the damaged cables.

C15. The approved bidder for the zone has to carry out the maintenance work of OFC in the same procedure as mentioned above.

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D. VALIDITY OF THE CONTRACT.

D1. The contract shall be valid for 1(One) year from the date of signing of the contract & it will be extend for another one year with same rates, terms & condition of the tender on the consent of the contractor.

D2. The Sr. GMTD, DHENKANAL reserves the right to increase the contract period from the agreed period for a maximum 6 months. He also reserves the right to cancel the contract at any time without assigning any reasons.

D3. a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

E. WORK COMMENCEMENT, SUPERVISION & MEASUREMENT.

E1. The contractor has to commence the work after work order is issued by the Sr. GMTD, DHENKANAL or his authorized representative such as DET/AGM (Concerned). The work is to be commenced within seven days of issue of work order, which will be containing route map and details for executing the order. The work order may cover an entire route or a part of the route in which the cable to be laid. In case of jointing/allied works, details of the works will be indicated.

E2. The time allowed is the essence of the contract and it is on the part of the contractor to ensure that the work is to be completed in all respects within the time as indicated in the work order.

E3. The Sr. GMTD, DHENKANAL reserves the rights to terminate the contract in the event of progress of cable laying works being found slow in comparison to the time allowed. There after, the Sr. GMTD, DHENKANAL will be free to get the work done through any alternative agency to be decided by it. Any excess amount required to be paid to the alternative agency to carry out the works, shall have to be borne by the defaulting contractor. Otherwise it will be adjusted from the Security Deposit or any amount due from BSNL to him.

E4. The Sr. GMTD, DHENKANAL also reserves the right that in the event of the contractor failing to commence and complete the work in the specified time, the work will be awarded to any other alternative contractor. The difference in cost of the work thus completed will be payable by the defaulting contractor. Otherwise it will be adjusted from the S/D.

F5. After the completion of the work, the work carried out by the contractor shall be measured by the supervisory officer nominated by the Sr. GMTD, DHENKANAL. The details of measurement will be entered in the measurement book and signed by both the contracting parties and their representatives jointly. The measurement books will be maintained by the representative of the Sr. GMTD, DHENKANAL.

Date**Seal & Signature of the Bidder**

F. SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS.

F1. The contractor will be responsible for the safety and security of the material supplied to him by BSNL. He will insure all the materials besides cable comprehensively to cover loss or damage due to theft, fire or any other reason.

F2. The contractor will be responsible for the safety and security of labour employed by him for execution of the work. He will be required to insure each labourer as per labour laws. The contractor will ensure safe working by observing proper safety precautions.

F3. The contractor will be required to abide by the labour laws enacted from time to time by the central or state govt. Maintenance and observance of any or all of the statutory labour laws will be the sole responsibility of the contractor. The claims arising out of injury, causality or anything else to the worker/labourer employed by the contractor will be the sole responsibility of the contractor.

F4. Under the provisions of the workmen's compensation Act, in case any compensation is paid by the BSNL to a workman / labour employed by the contractor in execution of the work the same will be recovered from the contractor either from the bill preferred by him or by adjustment from his security deposit money.

F5. Before commencement of work, the contractor should obtain a valid license by virtue of the provisions of the Contract Labour Regulation and Abolition Act. 1970 and of the Contract Labour Regulation & Abolition contract Rule, 1971 and continue to have valid license during the period of contract. The contractor shall be responsible for any contingency arising out of his failure to obtain and have a valid license.

F6. The contractor should ensure that no labourer below the age of eighteen years is employed by him on the work.

F7. The wages paid by the contractor to the labourer employed by him should not be less than the minimum wages as per the provisions of Central Labour (Regulation & Abolition) Rules, 1971. He shall also comply with EPF/ESI regulation without fail.

F8. Under the provision of minimum wages Act.1948 and the minimum wages (central Rules), 1950,the contractor should allow the labourers employed by him on work one day rest against six days continuous work and pay wages for that day at the same rate as applicable for duty.

F9. The contractor shall maintain "Muster Roll" in respect of all workmen employed by him on the work in contract from XVI of the CL (R&A) Rules, 1971.

F10. The contractor should comply with all the rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by him.

F11. The contractor shall maintain a Register of persons employed on work on contract in from XII of the C.L (R & A) Central Rules, 1971.

F12. The contractor should carry out the work in such a manner so that it will cause minimum hindrance to the traffic.

Date

Seal & Signature of the Bidder

F13. The OF cable laying works will be done along or across the road, streets, bridges, culverts and other similar places. The contractor will be required to display safety boards and provide lamps at nighttime to warn the passing traffic and users of the roads/streets. The contractor will be responsible for any accident caused due to the negligence in precautionary measures. He will undertake to indemnify BSNL against any loss and/or damage caused during the execution of work sustained by BSNL or by a third party.

F14. The contractor shall maintain register of accidents, in such form as may be convenient at the work place. Also other necessary registers are to be maintained by the contractor for labourers employed by him.

F15. 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 to any other person authorized by BSNL on its behalf.

F16. The contractor shall before commencement/commences his work on contract, display and correctly maintain in a clean and visible condition in conspicuous place of work, notices in English and in the local Indian languages spoken by majority of workers, giving the minimum rates of wages fixed under the minimum wages Act, the actual wages being paid, the hours of work for which such wages and other relevant information.

F17. The contractor shall submit periodical returns as may be required/prescribed from time to time.

G. RATES TO BE QUOTED:

G1. The rates should be quoted in the financial bid formats given in the Annexure-VII.

G2. The tenderers are required to quote their rates for each zone separately.

G3. Rates must be quoted both in words & figures. In case of any discrepancy, the rates in words will be considered. No conditional rates will be accepted.

H. PAYMENT AND OTHER COMMERCIAL TERMS.

H1. Payment will be made against the bill preferred to by the contractor. The bill will have to be submitted in triplicate.

H2. The bills are to be submitted in triplicate duly certified by the concerned SDE/SDO and countersigned by the concerned DET/AGM after sample check & within 3 months after A/T, Failing which BSNL will not be held responsible for delay in payment. The sample check for cable laying to be conducted by the DET/AGM concerned @ 10 places per kilometer. Initially 90% of the bill will be paid and balance 10% will be released after six months of completion of work. In case any discrepancy is found with regard to depth, the bill will be passed as per average depth of these 10 places on proportionate basis. The sample check report should be submitted along with the bill as well as in the MB.

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H3. The taken over & handed over certificate and the material account of the contractor should be submitted along with the bill.

H4. Payments will be made through RTGS.

H5. Income Tax will be deducted from the bill at source as per actual statutory order.

H6. Sales Tax as applicable from time to time will be deducted from the billed amount. Service Tax if applicable should be claimed extra by the contractor at applicable rates.

H7. The road punching and concreting should be marked in Red ink with the details of length on the cable diagram.

H8. The A/T report should be enclosed along with the bill submitted for payment for the work concerned.

J. FORCE MAJEURE:

J1. If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Contractor as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

J2. PROVIDED also that if the contract is terminated under this clause, BSNL shall be at liberty to take over from the contractor at a price to be fixed by it, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of contract in possession of the contractor at the time of such termination of such portion thereof as BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of BSNL elect to retain.

K. ARBITRATION:

K1. In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Sr. General Manager, Telecom District, BSNL, Dhenkanal or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the

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functions of the Sr. General Manager, Telecom District, BSNL, Dhenkanal or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Sr. General Manager, Telecom District, BSNL, Dhenkanal or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Sr. General Manager, Telecom District, BSNL, Dhenkanal or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute.

The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such the Sr. General Manager, Telecom District, BSNL, Dhenkanal or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors

K.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act; 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

K.3 The venue of the arbitration proceeding shall be the Office of the Sr. General Manager, Telecom District, Dhenkanal or such other places as the arbitrator may decide.

L. SET OFF:

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

The terms and conditions enumerated in the above as different clauses shall be binding and the bidder shall have to accept them in writing along with the tender. Also other terms and conditions enumerated in the bid document shall be binding on the bidder.

Date

Seal & Signature of the Bidder

SECTION-V
ANNEXURE-I

Detailed approximate quantum of work, Estimate Cost & EMD.

Zone No.	Name of the Revenue District/ Name of the Zone	Quantum of work approximate	Estimate cost in Rs.	EMD to be deposited (Rs.)
II	Angul	10 Km	13,30,000/-	26,600/-

Volume of work will be as per actual requirement and demand may vary subject to availability of stores.

Date

Seal & Signature of the Bidder

SECTION-VI**ANNEXURE-II****AGREEMENT AND INTEGRITY PACT****AGREEMENT FOR OPTICAL FIBRE, LAYING WORKS IN DHENKANAL TELECOM DISTRICT**

An agreement is entered in between Sri _____ as one part and the Sr. General Manager Telecom District, Dhenkanal _____ second part on behalf the BSNL on this _____ day of 2014 for OF Cable laying works in zone no under the jurisdiction of Sr. GMTD, Dhenkanal .

Whereas in response to the tender notice no _____ dtd _____ issued by the Sr. GMTD, Dhenkanal Sri _____ has been declared successful for OF Cable laying works in zone no _____ of Dhenkanal Telecom District.

Sri _____ hereby undertakes to carry out the work of OF Cable laying works in the zone no for a period of two year (w.e.f: _____) starting from the date of execution of the agreement of the rate as per the tender final list in his favour according to the terms and conditions laid down in the tender document.

Sri _____ also undertakes to carry out the work throughout the year at the same approved rate and according to the laid down standards of BSNL and up to the satisfaction of Sr. GMTD Dhenkanal .

Sri _____ further undertakes to fully abide by the terms and conditions as stipulated in the tender notice no _____ dt. _____

referred to above and shall make good any loss caused to the telecom district or any other Govt. department or private body or to the public.

Signature of

contractor
Address

DGM Name Name
Address

Witness 1
Name
Address

Witness 2
Name
Address

Date

Seal & Signature of the Bidder

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as “The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the principal

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c). The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a).The Bidder(s)/Contractor(s) will not, directly or through any other person or firm,

offer, Promise or give to any of the principal’s employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Date

Seal & Signature of the Bidder

(c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

Section 4-Compensation for Damages

(i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the

Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

(ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

(i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

(i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this

Integrity Pact.

(iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality. Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever

to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

Date

Seal & Signature of the Bidder

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10- Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

.....

For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

Date

Seal & Signature of the Bidder

SECTION-VII
ANNEXURE-III

Material Security Bond Form

Where as
(herein after called the contractor) has been awarded the contract of OF Cable construction work as per Tender Number GC-427/14-15/84 Dated 20.06.2014 know all men by these presents that we the contractor having registered office at
..... are bound into at (herein after called BSNL) in the sum of Rs..... .. (Rupees.....) for which payment will and truly to be made of BSNL, the bank binds itself its successors and assigns by these presents.

The conditions of the obligations are:-

- i. If the contractor is unable to keep stores issued to him properly, that is, the stores provided to the contractor are damaged or
- ii. The stores issued to the contractor are stolen or
- iii. The contractor is not able to provide proper account of the stores issued to him/her/them by BSNL

We undertake to pay to BSNL upto the above amount upon receipt of its first written demand with out BSNL having to substantiate its demands provided that in its demands BSNL will note that the amount clamed by it is due to it owing to the occurrence of one or two or all of the three conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including One Hundred and Eighty (180) days after the period of contract validity and any demand thereof should reach the Bank not later than the above date.

Signature of the

Bank Signature of

witness Name of

witness Address of

witness

Date

Seal & Signature of the Bidder

SECTION-VIII
ANNEXURE-IV

DECLARATION

I -----son of Sri ----- here by declare that none of my near relative(as mentioned in the tender document) is / are employed in BSNL unit. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior information to me.

Date

Seal & Signature of the Bidder

SECTION-IX**ANNEXURE-V****UNDERTAKING**

I Shri/Smt Son of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for OF cable construction work under Dhenkanal SSA) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my security deposit/material security deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Date**Seal & Signature of the Bidder**

SECTION-X ,

ANNEXURE-V

Passport size Photograph
(To be pasted) of the
Tenderer / authorized
Signatory holding
Power of Attorney with
signature on the front side
of Photo graph
overlapping the form

TENDERER 'S PROFILE

1. Name of the individual tenderer /firm

.....

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

Shri/Smt.....

.....

(In case of proprietary /Partnership firms, the tender has to be signed by proprietor/partner only, as the case may be)

3. Address of the individual tenderer /firm

.....

.....

4. Tel. Nos. with STD code (O)(Fax).....(R)

..... Mobile No Email ID

5. Registration & incorporation particulars of the firm:

- i) Proprietorship ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

6. Name of Proprietor/ Partner / Directors

.....

.....

7. Tenderer's bank, its address and his current account number

.....

8. PAN & Income tax circle

.....

.. (Please attach a copy of PAN Card)

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

correct. Place:

Date:

Signature of tenderer/Authorised signatory

Name of the tenderer

..... Seal of the tenderer.

Date

Seal & Signature of the Bidder

TENDER NO. GC-427/14-15/84, DHENKANAL DATED 20.06.2014

SECTION-XI, ANNEXURE-VII
Zone No. : 02 Name of the Zone : Angul.
FINANCIAL BID

The rates must be quoted including all taxes except service tax, if applicable, which may be claimed extra.

Sl. No.	Description of Work	Unit	Rate quoted	Rate quoted in words
R.1	Excavation and back filling of trench of 165 cm depth as per description in the tender document (For all kinds of soils except rocky soils)	Per meter		
R.2	Excavation and back filling of trench of 165 cm depth as per description in the tender documents (For rocky soils)	Per meter		
R.3	Pulling of OF Cables in the HDPE/PLB Pipes	Per meter		
R.4	Laying , strengthening of HDPE/PLB Pipes	Per meter		
R.5	Laying, Jointing of Half Round RCC Pipes/GI Pipes / corrugated pipe.	Per meter		
R.6	Construction of Joint chamber	Per meter		
R.7	Fixing Joint / Route indicators including supply of Route indicators/jointing as per tender specifications.	Per indicator		
R.8	Road boring/punching without damaging the road as per tender specification.	Per meter		
R.9	Concreting in 1:2:4 ratio as per tender specifications	Per cubic meter		
R.10	Horizontal Directional Drilling (HDD) as per tender specifications.			
	a. For 40mm bore	Per meter		
	b. For 75mm bore	Per meter		
R.11	Pulling of OF Cable by blowing method (in case HDD of work only)	Per meter		
R.12	Cutting asphalted surface (30cm width*15cm depth).	Per meter		
R.13	Cutting concrete surface (30cm width*15cm depth).	Per meter		

N.B:- The L1 will be decided taking calculation for average of 1Km work dividing the distance/figure as per serial above Sl. No. R.1-800M, R.2-150M, R.3-1000M, R.4-1000M, R.5-05M, R.6-10M, R.7-05M, R.8-05M, R.9-20M, R.10-15M, R.11- 15M, R.12-05M & R.13-05M.

Date**Seal & Signature of the Bidder**