

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprises)

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

**TENDER DOCUMENT FOR LAYING OF U/G CABLE
AND ALLIED WORKS IN DHENKANAL TELECOM
DISTRICT**

TENDER NO. GC-440/UGC/TENDER/14-15/88 Dated 01.07.2014

Zone No	:	
Name of the Zone	:	

CONTENTS

Section No.	Description	PAGE NO.
I	NOTICE INVITING TENDER	03-04
II	GENERAL CONDITION OF TENDER	05-09
III	DOCUMENTS TO BE SUBMITTED ALONG WITH BID	10
IV	SPECIFICATION OF WORK	11
V	ANNEXURE-I (INTIGRITY PACT)	22-25
VI	ANNEXURE-II (List of Zones)	26
VII	ANNEXURE-III (Agreement)	27
VIII	ANNEXURE-IV (Material Security Bond Form)	28
IX	ANNEXURE-V (DECLARATION)	29
X	ANNEXURE-VI (UNDERTAKING)	30
XI	ANNEXURE-VII [FINANCIAL BID (NEW WORKS)]	31-32



BHARAT SANCHAR NIGAM LIMITED
O/o the Sr. General Manager, Telecom District,
Dhenkanal -759001 .

NIT-No: GC-440/UGC/TENDER/14-15/88

Dated at Dhenkanal the 01.07.2014

Section- I. Notice Inviting Tenders

Wax/Cellotape sealed tenders are hereby invited for 2 (Two) Zones under Dhenkanal SSA by the Sr. General Manager Telecom, BSNL, Dhenkanal on behalf of Bharat Sanchar Nigam Limited, India from experienced Contractors/ Firms for laying of U/G Cable and allied works in the jurisdiction of 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- II of Section -VI	As shown in Annex-II of Section - VI	From 10:30 Hrs of 10.07.2014 to 16:00 Hrs of 31.07.2014	Up to 13:00 Hrs of 01.08.2014	At 15:30 Hrs on dated 01.08.2014 at Room No.103, Chamber of AGM(HR & Admn), O/o GMTD, Dhenkanal.

Job Description: - This tender is for digging trench and laying of various types of underground telephone cables, jointing & allied works in different zones. The details of job description are available in the tender document. The quantum of work is not specified. It may vary as per the necessity of the works.

Eligibility criterion for the above works:

01. Eligibility criteria for the above work are that the contractors must be bonafide and experienced and should have experience of Rs.2 (Two) Lakhs in OFC and U/G Cable laying works in BSNL/MTNL, Central Govt./ PSU in the last five financial years (2009-10, 2010-11,2011-12, 2012-13 & 2013-14). Experience certificate in this regard is to be 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.
Experience certificate in this regard is to be produced in original from an officer not below the rank of Deputy General Manager or equivalent and the experience certificate should be obtained w.r.t. the tender only.
02. PAN No. (Self Attested).
03. Valid labour license 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-VI under Section-X of the tender.

Seal & Signature of bidder

NB: The original of the self attested copies submitted at pre page (page No.3 of 32) 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 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 No.A i.e. General Conditions of tender under Section-II of the tender. Separate tender document should be submitted for each zone along with EMD fixed for the concerned zone. One tenderer can submit tenders for a maximum of two zones.

Bid documents can be had:

a) From the SDE (Plg), O/o the Sr. 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 (i.e. Rs.525/- per each Zone) in the form of DD from any scheduled/Nationalised Bank in favour of Accounts Officer (Cash), BSNL, O/o Sr. GMTD, Dhenkanal payable at Dhenkanal. The bid document can be issued in all working days between 10:30 Hrs to 16:00 Hrs from **dated 10.07.2014 to dated 31.07.2014**

b) Eligible bidders can download the entire bid document from BSNL, DHENKANAL 's website www.orissa.bsnl.co.in and submit the same within scheduled time and date along with the required cost of the bid document (i.e Rs.525/- per each Zone) in the form of DD from any Nationalised/Scheduled Bank in favour of Accounts Officer (Cash), BSNL, O/o the Sr. GMTD, Dhenkanal payable at Dhenkanal . The DD, documents conforming to the eligibility criteria as mentioned in Clause No. 'A-5' under Section-II of the tender and other documents as mentioned in clause No. 'B' under Section-III of the tender are required to be kept in the "Envelop-A: , Qualification Bid". The financial bid containing Annexure – VII of Section-VI and VIII of Section-VII should be kept in a separate Envelop called "Enevelop B". The financial bid of those tenderers who qualify in the qualifying bid only will be opened by the opening committee as per time and schedule which will be intimated later. All the envelopes containing documents should be wax 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/-per Zone in the form of DD other wise the bid will be rejected. All the Enevelops should contain the name of the Zone and Zone No.

The detailed terms and conditions, EMD particulars etc. are available in the tender documents. Tenders 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, Dakshinakali Road, DHENKANAL. 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 before the scheduled date/time of opening of tender else it will not be accepted. Tender received through post in tampered condition will not be accepted. **Tenders not sealed in Wax/Cellotape will also not be entertained.**

AGM (HR & Admn)
O/o Sr. GMTD, DHENKANAL

Seal & Signature of bidder

Section- II

A. GENERAL CONDITIONS OF TENDER:

A0. Name of the Work: Laying of various types of U/G telephone cables and allied works in areas under the jurisdiction of Sr. GMTD, DHENKANAL (for development and maintenance work).

Estimated cost of the tender is approximately **Rs.18,00,000/-** (Rupees Eighteen lakhs) only.

A1. N.I.T.No GC-440/UGC/TENDER/14-15/88

A2. One bidder may apply for any or both the zones with separate tender document.

A3. EARNEST MONEY-

Earnest money as mentioned against each section in Annexure-II will have to be deposited while submitting the tender, in the form of demand draft or pay order drawn on any of the Scheduled banks at Dhenkanal in favour of the Accounts officer (cash), BSNL O/o General Manager Telecom Dist, Dhenkanal -759001 .The tenders received without EMD will be rejected. The EMD shall be forfeited in case the tenderer withdraws his tender before the final acceptance or fails to enter into the prescribed agreement with BSNL for execution of work after it is accepted. The EMD of unsuccessful bidders will be refunded after finalization of the tender without any interest. For successful tenderers the EMD is to be refunded after signing the agreement and furnishing Security B/G without any interest.

A4.a. Material Security:-

The successful tenderer will have to deposit material security @ 5% of the estimated cost 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 (in non judicial stamp paper of Rs. 100/-) provided in the bid document at Annexure-IV.

A4.b. The successful tenderers will be required to sign an **agreement** (As per Annexure-III of Section-VII) & **Integrity Pact** (As per Annexure-I of Section –V) on a non-judicial stamp paper of Rs.50/- (Rupees Fifty only) each with the Sr. General Manager, Telecom Dist, here-in-after referred to as Sr. GMTD, DHENKANAL for carrying out the cable laying works under the jurisdiction at different Zones as specified at Annexure ‘II’. After the tender has been declared successful by the Sr. General Manager, Telecom Dist Dhenkanal , the successful tenderer and the Sr. GMTD, DHENKANAL would be two contracting parties for all purposes.

A5. Eligibility criteria for the above works:

The contractors must be bonafide and experienced and should have experience of Rs.2(Two) Lakhs in OFC and U/G Cable laying works in BSNL/MTNL, Central Govt./PSU the last five financial years (2009-10, 2010-11,2011-12, 2012-13 & 2013-14). Experience certificate in this regard is to be produced from an officer not below the rank of Deputy General Manager or equivalent. Also all the documents as mention under Section “B” are to be submitted.

Seal & Signature of bidder

A6. VALIDITY OF BID: The validity of bid period is 180 Days from the last date of submission of the bid.

A7. SECURITY

Performance Security

i) An amount of 10% of each running bill/final bill of the contractor will be deducted from the billed amount in addition to the sum already deposited as performance 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 S.D will be released after getting NOC from concerned SDE/SDO and countersigned by D.E/AGM.

iii) No interest shall be paid to the contractor either on material security deposit or performance security deposit.

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, eligible and accepted. Normally the bid of the tenderer who quote the lowest rate (as mentioned 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) 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 are as under.

In case of 01 bidder - L-1 get 100%

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

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

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

Seal & Signature of bidder

- 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 & L-1 is bound to do the work.
- g) The GMTD, Dhenkanal reserves the right to offer the work of any zone where either no bidder has participated/disqualified or L-1 bidder has backed out to the approved L1 bidder of any other adjacent zone of the SSA through this tender on his discretion & with all other tender's terms & conditions. The contract, in such cases will be awarded on willingness of the approved L-1 contractor of any adjacent zone as to be decided by GMTD, Dhenkanal on his discretion and in those cases the approved L-1 contractor of adjacent zone has to produce Performance Security Deposit and sign the agreement before award of the contract as per tender rules.
- h) 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.

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 is available at Annexure-V.

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

Seal & Signature of bidder

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 rights 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 S.D. 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 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	1200/800 Pr.	Rs. 500.00
2.	400 Pr.	Rs. 375.00
3.	200 Pr.	Rs. 250.00
4.	100 Pr.	Rs. 150.00
5.	50 Pr.	Rs. 125.00
6.	5/10/20 Pr	Rs. 75.00

N.B: These rates of the empty cable drums are to be deducted from the contractor's bills.

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

A22. ADDRESSING THE TENDER –The bidders are requested to submit their bid in two different sealed covers one as “QUALIFYING BID” and the other as “FINANCIAL BID”. The qualifying bid will consist of documents Sl.No-B1 to B5 & the financial bid will contain the rate quotation in the prescribed format in **ANNEXURE- VII & VIII**. 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, Dakshinakali Road, DHENKANAL and should be superscribed as “Tender for cable laying, jointing & allied works” 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 (Plg), O/o Sr. GMTD, Dhenkanal within the time schedule 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 before the schedules date/time of opening of tender else it will not be accepted. Tender received through post in tampered condition will not be accepted. **Tenders not sealed in Wax/Cellotape will also not be entertained.**

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

The qualifying bid will be opened on same day at 15.00 hrs in the presence of tenderers or their representatives. 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 later.

A23. Quantum of work & the Estimated cost:

This tender is a rate contract for laying U/G Cable in the Dhenkanal Telecom District. The work covers both for new and maintenance work. The volume of work may vary as per the requirement. The Sr. GMTD, DHENKANAL reserves the right to increase/decrease the quantum & scope of works without assigning any reason.

Estimated cost of the tender is approximately Rs.18,00,000/- (Rupees Eighteen lakh) only.

Seal & Signature of bidder

Section- III

B.1. DOCUMENTS TO BE SUBMITTED ALONG WITH BID:

Eligibility criteria for the above works:

01. Eligibility criteria for the above work are the contractors must be bonafide and experienced and should have experience of Rs.2 (Two) Lakhs in OFC and U/G Cable laying works in BSNL/MTNL, Central Govt./PSU in the last five financial years (2009-10, 2010-11, 2011-12, 2012-13 & 2013-14). Experience certificate in this regard is to be 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.

02. PAN No. (Self Attested).

03. Valid labour license 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.

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-II.

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

B5. The bid document duly signed in each page.

B6. Undertaking to the effect that all information /documents submitted are correct as per Annexure-VI.

Note: The bidders are requested to submit their bid in two different wax sealed cover one as "QUALIFYING BID"(ENEVELOP-A) covering pages 1 to 24 and other as "FINANCIAL BID"(ENEVELOP-B) which will contain their rate quotation in the prescribed format in ANNEXURE-VII & VIII.

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 & VIII.

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.

Seal & Signature of bidder

Section- IV

C. SPECIFICATION OF WORK

C1 This tender is for digging trench and laying of underground telephone cable, jointing & allied works in different zones under the jurisdiction of Sr. General Manager, Telecom Dist, Dhenkanal . The work broadly consists of the following components.

C2 The work involves excavation of trench measuring 30 cm (width) x 90 cm (depth) in all places of Dhenkanal Telecom Dist. for the cable above 5 pr. For 5pr. Cable the specification is 30 cm (width) X 60 cm (depth).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.

C3 After the trenches are dug up, the bottom of the trench will be filled up with soft soil of about 05 cm thickness and a soft soil of same thickness is again to be provided after cable is laid in the trench. Whatever soft soil required for this purpose is to be arranged and supplied by the contractor.

C4 Cable has to be laid in the trench on the layer of soft soil. In some cases it may require that more than one cable has to be laid in the same trench while in some other cases old cable may be existing in the trench. In order to avoid any damage to the cable including the existing one, utmost care is to be taken while digging, lowering of cable and laying in the trench.

C5 Warning bricks as per requirement for the higher gauge cables of 200 pairs and above, if needed, are to be laid over the cable. The bricks should be of first class kiln burnt type in quality, failing which such quantity of bricks shall be rejected. The bricks are to be laid normally lengthwise over cable. About 4 bricks are to be laid on every meter of cable length.

C6 After the cable and bricks are laid, the trench has to be back filled. The excavated soil shall be used for back filling the trench which will then be rammed to the road level with due watering at the rate of one tanker full of water for 400 meters of trench; if the trench subsides within three months, the back filling and ramming to the road level shall be done again by the contractor at his own cost.

C7 Before the cable is issued to contractor for laying the trench will be inspected by the representative of the Sr. GMTD, DHENKANAL (i.e. concern SDOT/SDOP/JTO) to ensure that the depth and width of trench are as per the required specifications.

C8 The route and joint indicators and cable markers are required to be planted. RCC pipes/GI pipes/ tubes are required to be provided at the road crossing or at any other place where ever required. Those materials will be supplied by BSNL. The contractor shall be liable to ensure safety and security of those materials from the time those stores are handed over to him or to his representative at the time when the work is completed and accepted by the Sr. GMTD, DHENKANAL or any of his representative after inspection.

C9 The cable should be made available under proper acquaintance by the Sub-divisional officer concerned or the representative of the Sr. GMTD, DHENKANAL at the department store from where it has to be transported to the site by the contractor at his own cost. No separate charges will be allowed towards transportation of cable.

C10 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 watch-men at cable trench at night time during 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 from 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.

C11 The contractor should take utmost care and plan beforehand so that no damage is done to BSNL Cable. In case of damage to the existing U/G Cable, the contractor will be liable to pay the compensation. The cable should be laid farthest possible from the road side to avoid damage to the existing cable and to give clear space/scope for further road expansion/repair. To avoid cable damage of the other operators the contractor along with the concerned SDOP/SDOT has to co-ordinate with the private operators and dig the trench accordingly.

C12 In case of road crossing, the cable shall be laid by punching the road by 40mtrs./80mtrs. GI pipe without damaging the road surface. The punching shall be carried out by the contractor. Wherever necessary the cable may be laid by HDD method.

C13 Concreting should be done at culverts, bridges and at other places wherever necessary under supervision of concerned Sub-Divisional Engineer Telecom. The cable may be laid by cutting asphalted surface (30cm width) and also by cutting concrete surface (30cm width) as per field requirement. The asphalted/ concrete surface cut for laying of UG Cable will be restored as before/by concreting after cable is laid.

C14 Jointing of U/G Cable:

(a) Each joint made by the contractor will contain his signature slip with date as well as of concerned SDO so as to keep the watch on all such joints. Jointing works means Digging of pit and back filling, jointing of cable pair, jointing each conductor using discrete connector/modular connector/twisting as per instruction of the supervising Officer, closing of joint using Thermo Shrink Kits and refilling of the joint pit, testing the cable pairs for different sizes of cables.

(b) The contractor himself has to manage tools & staff required for jointing work including such materials as tools, kerosene oil, blow lamp, rags etc. However BSNL will supply only jointing materials TSF/RTSF/TWF joint kits, connectors and DP/GI pipes/cabinet/pillar if work allotted for erection of DP/Cabinet etc.

(c) The contractor will get all the pairs verified after making the joints & obtain a certificate from SDO regarding joint of all cable pairs & connecting of joints.

(d) Closing of joints will be done by the contractor under supervision of BSNL staff or officer authorized in the work order.

(e) The warranty period of joints is six month from the date of jointing, if the joint fails for any reason without any external agency, four times of the cost of jointing including cost of joint kit, connector etc. will be recovered form the contractor.

C15 In case of digging trenches at lower depths, the contractor would be paid lesser amounts based on the following formula. **(For cables except 5pr)**

Depth of cable trench (in cm)	Percentage of approved rate accorded
90	100
80-89	90
70-79	75
60-69	65
50-59	50
40-49	40
30-39	30
<30	0

In case of 5pr cables

Depth of cable trench (in cm)	Percentage of approved rate accorded
60	100
50-59	90
40-49	75
30-39	65
<30	0

The rate mentioned above will be taken as that for a trench of 90 cm (for cables except 5pr) &60 cm for 5pr cables and proportionate calculation will be done based on this rate.

Seal & Signature of bidder

For example: (for cables except 5pr)

1. Let the rate approved = Rs. 20.00 for 90 cm depth and let the actual trench is of depth 75 cm, then the rate will be Rs. 20.00 x 0.75 = Rs.15.00 (for depth 90 cm). Then the amount payable for the depth 75 cm per metre will be Rs.15.00 x 75 / 90 = Rs.12.5 per metre.
2. For trenches of depth less than 30 cm, no amount would be paid.
3. A certificate to be obtained from the D.E concerned for reason of lower depth and it is to be attached in the bill.

C16 For erection and termination of DP, the work means erection and termination of DP including fitting of DP on the top of 25/50 mm GI pipe and clamping the GI pipe, fitting a bracket on the pole, and termination of cable on both the ends complete in all respects (distribution cable end and DP end) and concreting subs wall about 3 meters (for internal DP). All the materials (Except concrete work) will be supplied By BSNL.

(a) For external DP with erection of poles

- (i) Fitting of pole
- (ii) Erection of pole
- (iii) Fitting of DP on the top of GI pipe and clamping the GI pipe with pole by fitting brackets, U-backs, etc on the pole
- (iv) Cleaning of cable and terminating the pairs on the DP

External DP on existing pole

All the works as stated at C 16 (a) except (i) and (ii).

(b) Internal DP

- (i) Chiseling of wall (upto 2 meters)
- (ii) Fixing and then cementing over the cable
- (iii) Fitting the internal DP and terminating the cable in the DP after cleaning.

C17 The concrete, wherever required, must be of the ratio 1:2:4 in terms of cement, chips (15 cm size) and sand.

C18 In case of erection of pillars the same should be installed in safe places of suitable locality and it should be easily accessible for maintenance. The places close to the edge of footpaths, near transformers and below HT lines etc. must be avoided.

C19 The plinth for erection of pillars shall be made of first class brick and cement mixture of 1:4 (for cement and sand). The foundation for pillar should be 600mm high from the ground level and holes should be made for drawing of cable into the pillar. It should be erected on plinth by fixing it firmly with 10mm bolts embedded in the framework.

C20. Testing and Accepting Testing :-

C20.A) The work shall be deemed to have been completed only after the same has been accepted by the Test Check Officer. The contractor shall make test pits at the locations desired by Test check Officers, restore the pits after test & provide all test/measurement tools required for conducting test checks.

C20.B) Scope of Acceptance and Testing : The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. if the measurements taken by Test Check officer are found to be lesser than the measurements recorded by the Test check officer shall prevail. The contractor shall be obliged to remove defects/deficiencies pointed out by the Test check officer without any additional cost to the departmental.

C20.C) offering the work for acceptance and testing : The SDO/SDE shall offer the work to test check officer for conducting Acceptance & Testing the work shall be offered for Test check as soon as work of a primary cable from MDF to Pillar or works of distribution cable from pillar to DPs are completed in all respects.

Seal & Signature of bidder

D. MAINTENANCE OF CABLE ROUTE:

The bidder has to be well equipped with tools and laboureres for carrying out the repair work of damaged cable routes which may occur due to road expansion, theft of cable etc. Concern SDOP/SDOT with consultation with concerned DET/AGM will take the decision whether the maintenance work to be given to the approved contractor or to be done by the departmental staff, considering the urgency of repair as well as quantity of damage. After the completion of maintenance work the bill will be forwarded with all the formalities i.e, detailed diagram, store statement, MB and triplicate bill certified by the concerned SDOP/SDOT and counter checked by concerned DET/AGM s.

E. VALIDITY OF THE CONTRACT.

E1. The contract shall be valid for one year from the date of signing of the contract.

E2.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.

F. WORK COMMENCEMENT, SUPERVISION & MEASUREMENT.

F1. The contractor has to commence the work after work order is issued by the Sr. GMTD, DHENKANAL or his authorized representative (SDOPs/SDOTs). 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.

F2.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.

F3. 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.

F4. If the contractor failed to execute the work awarded to him at least for two times within the stipulated time period as mentioned in the work order, the same work will be awarded to the other contractor from the other zone and the defaulting contractor will be barred from getting further work as well as he will be barred to participate in next tender.

Seal & Signature of bidder

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 .

G. PENALTY CLAUSE FOR DELAYS IN THE CONTRACTOR'S PERFORMANCE:

a. The time allowed for completion of work as entered in the work order shall be strictly adhered to by the contractor and shall be reckoned from the seventh day from the issue of the work order by BSNL. The contractor shall pay as penalty amount equal to 2(two)% of the amount of the incomplete work for every one week of delay in completion of work subject to a maximum of 10 % of the cost of the work awarded.

b. On any date the penalty payable as above reaches 10 % of the estimated cost of the work the contractor should proceed with the work further only on getting a written instruction from the concerned DE, that, he is allowed to proceed further with the work.

c. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract. However adjustment from SD will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

H. SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS.

H-1.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.

H-2.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.

H-3.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.

H-4.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.

H-5.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.

H-6.The contractor should ensure that no labourer below the age of eighteen years is employed by him on the work.

H-7.The wages paid by the contractor to the labourer employed by him should not be less than the fair/minimum wages as defined in the CPWD contractor's labour regulation or as per the provision of Central Labour (Regulation & Abolition) Rules, 1971, whichever is applicable.

H-8.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.

H-9.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.

H-10.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.

H-11.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.

H12.The contractor should carry out the work in such a manner that it will cause minimum hindrance to the traffic.

H-13.The U/G 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

Seal & Signature of bidder

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.

H-14.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.

H-15.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.

H-16.The contractor shall before commencement/commences his work on contract, display and correctly maintain and continue to 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.

H-17.The contractor shall submit periodical returns as may be required/prescribed from time to time.

H-18.The labours engaged by the contractor will not claim any employment in the BSNL at any time in future.

I. RATES TO BE QUOTED.

I1.The rates should be quoted in the financial bid format given in the Annexure-VII & VIII.

I2.The tenderers are required to quote their rates for each Zone separately.

I3. Rates must be quoted clearly both in words & figures; in case of any discrepancy, the rates in words will be considered. No conditional rates will be accepted.

I4. The rate quoted by the bidder will be applicable to all the items of work as mentioned in Annexure-VII & VIII.

J. PAYMENT AND OTHER COMMERCIAL TERMS.

J1. The Contractor will prefer the bills as per details of measurement entered in MB within a period of maximum 15 days after completion of work.

J2. Payment will be made against the bill preferred by the contractor. The bill will have to be submitted in triplicate and shall be accompanied with a pre-receipt and bank account number. Delay in submission of bill for the completed work bill be at the risk of the contractor and Sr. GMTD, DHENKANAL will not be responsible for any with holding / non-payment of bills due to any reason in future.

J3. 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. 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 month 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.

J4. The taken over & handed over certificate and the material account of the contractor should be submitted along with the bill.

J5. Payments will be made through RTGS/Account payee cheque drawn on BSNL banker Dhenkanal . The Sr. GMTD, DHENKANAL will not bear any collection charges, if required.

J5. 2% + sc of the entire billed amount will be deducted towards income Tax. This percentage may change depending on the statutory requirement.

J6. 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. For this purpose, the contractor should have a valid Service Tax Registration.

J7. The road punching and concreting should be marked in Red ink with the details of length on the cable diagram.

J8. The A/T report should be enclosed along with the bill submitted for payment for the work concerned.

K. FORCE MAJEURE:

K1. 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.

K2. 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.

L. ARBITRATION:

L1. 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 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 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.

L.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.

L.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.

M. 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.

Section- V
ANNEXURE-I
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.

Seal & Signature of bidder

(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.

(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.

Seal & Signature of bidder

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.

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

Place.....

Date.....

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Section- VI
ANNEXURE-II

ZONE WISE TENTATIVE ESTIMATED COST & EMD

Zone No.	Name of the Zone	Field Unit	Cable to be laid in Km.		Estimated Cost (In Rs.)	EMD to be deposited (in Rs.)
2	NALCONAGAR	SDO(Phones), Nalconagar.	5	15	10,80,000.00	21,600.00
		SDO(Telegraphs), Talcher.	5			
		SDO(Telegraphs), Kaniha.	5			
3	ANGUL	SDO(Phones), Angul.	5	10	7,20,000	14,400.00
		SDO(Telegraphs), Angul.	5			

The volume of work in each section may vary as per actual laying.

Section- VII
ANNEXURE-III
AGREEMENT

AGREEMENT FOR U/G CABLE 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 for U/G Cable laying works in Sections No:..... respectively under the jurisdiction of Sr. GMTD Dhenkanal .

Whereas in response to the **Tender Notice No: GC-440/UGC/TENDER/14-15/88** Dated: **01.07.2014** issued by the Sr. GMTD Dhenkanal Sri _____ has been declared successful for UG cable laying works in Zone No. _____ of Dhenkanal Telecom district.

Sri _____ hereby undertakes to carry out the work of U/G cable laying and maintenance works in the Zone No.....&.....respectively for a period of one year starting from the date of execution of the agreement of the rate as per the tender final list in his fever to the agreement @ as per the tender finalized 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

Name
Address

Witness 1
Name
Address

D.G.M (NW OP-CFA)
O/o Sr.GMTD, DHENKANAL

Name
Address

Witness 2
Name
Address

Seal & Signature of bidder

Section- VIII

ANNEXURE-IV Material Security Bond Form

Where as
 (herein after called the contractor) has been awarded the contract of cable construction work as per tender number GC-440/UGC/TENDER/14-15/88 *know all men* by these presents that we the contractor having registered office at
 are bound unto 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 claimed by it is due to it owing to the occurance of one or two or all of the three conditions specifying the occured 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

Seal & Signature of bidder

Section- IX

ANNEXURE-V

DECLARATION

I -----son of Sri ----- hereby 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.

Signature of Bidder

Section- X

ANNEXURE-VI

UNDERTAKING

I Shri/Smt Son of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for U/G 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.

Signature of Bidder

Seal & Signature of bidder

Section- XI

TENDER NO. GC-440/UGC/TENDER/14-15/88 Dated 01.07.2014.

Zone No..... & Name of the Zone

ANNEXURE-VII 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 in figure (Rs)	Rate quoted in words (Rs)
R1.	Excavation and back filling of trench of 30 cm widthx90 cm depth as per description in the tender documents (For all kinds of soils) Without bricks	Per Mtr		
R2.	Excavation and back filling of trench of 30 cm width x 90 cm depth as per description in the tender documents. (For all kinds of soils) With bricks (applicable for cables of 200 pairs and above)	Per Mtr		
R3.	Excavation and back filling of trench of 30 cm width x 60 cm depth as per description in the tender documents. (For all kinds of soils) Without bricks For 5 Pr cable.	Per Mtr		
	Cutting asphalted surface (30cm width*15cm depth).	Per Mtr		
	Cutting concrete surface (30cm width*15cm depth).	Per Mtr		
R6.	Paying & Laying of under ground cable in the trenches Irrespective of the size of the trench.			
	For all sizes up to 50pairs(one rate only)	Per Mtr		
	For 100 pr and 200 pr (one rate only)	Per Mtr		
	For 400 pr and above (one rate only)	Per Mtr		
	Laying U/G Cable by Blowing method (For HDD)	Per Mtr		
R7.	Cement concreting as per Specification in 1:2:4 ratio for (20cm width*20cm depth).	Per cubic Mtr		
R8.	Road punching	Per Mtr		
R9.	Recovery of cable	Per Mtr		
R10.	Pulling/laying of duct cable of 800 pairs and 1200 pairs (unarmored) in the duct.	Per Mtr		
R11.	Horizontal Directional Drilling (HDD) as per tender specifications			
	a. For 40 mm bore	Per Mtr		
	b. For 75 mm bore	Per Mtr		

Seal & Signature of bidder

Zone No..... & Name of the Zone.....

B. Jointing of cable & allied works.

(All materials, except the required tools and testing instruments, shall be supplied by the department.)

Sl No	Name of the work	Unit	Rate quoted in figure (Rs)	Rate quoted in words (Rs)
R12.	Jointing of cable as Clause No.C14 (a)			
	5 Pair	Per Joint		
	10 Pair	Per Joint		
	20 Pair	Per Joint		
	50 Pair	Per Joint		
	100 Pair	Per Joint		
	200 Pair	Per Joint		
	400 Pair	Per Joint		
	800 Pair	Per Joint		
	1200 Pair	Per Joint		
R13.	DP works as per C16			
a)	External DP on existing pole			
	(i) 10 prs	Per DP		
	(ii) 20 prs	Per DP		
b)	External DP with erection of poles			
	i) 10 pair	Per DP		
	ii) 20 Pair	Per DP		
c)	Internal DP			
	i) 5 Pr	Per DP		
	ii)10 Pr	Per DP		
	iii) 20 Pr	Per DP		
R14.	Foundation of pillar			
	a) 200/400/800 pairs.	Per Plr		
	b) 1000Prs.	Per Plr		
	c) 1600/2000 Pairs.	Per Plr		
R15.	a) Termination of cable in CT Box	Per Pair		
	b) Termination of cable in Tag Block	Per Pair		

Seal & Signature of bidder