



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the Sr. General Manager Telecom District
Bhubaneswar-751022

TENDER DOCUMENT FOR
Laying U/G cable and allied works
in Bhubaneswar Telecom District

Tender No: - N-107/2014-15 Dated: 21.07.2014

Cost of Tender Document:- Rs.525/-

(This includes Tender document Cost Rs.500/- and VAT @ 5% i.e. Rs.25/-)

NOTE: One Tender form should be used for one Zone only.

Total number of Pages: - 53

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SECTION-I

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the Sr. General Manager, Telecom Dist-Bhubaneswar-751022.
NOTICE INVITING TENDER

e-Tender for laying underground cable in Bhubaneswar Telecom District

1 On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document.

Sl#	Item	Particulars
1	Tender Notice No & date	N-107/2014-15, Dated 21/07/2014
2	Tender item	Laying underground cable in Bhubaneswar Telecom District. There are 16 (Sixteen) Zones and each Zone is treated as a separate tender. A bidder can bid for maximum of two Zones with appropriate Bid Security and Tender Paper cost as per Zone-wise requirement mention in Section-II.
3	Tender Document can be downloaded from date	21/07/2014
4	Date of receipt of queries from bidders	Up to 13.00 Hrs of 05/08/2014
5	Reply of queries by BSNL	Before 18.00 Hrs of 05/08/2014
6	Last Date of Submission of Tender	12/08/2014 up to 13.00 Hrs
7	Date & Time of Opening of Tender (Technical Bid only)	13/08/2014 at 11:00 Hrs
8	Amount of Bid Security as in Section II.	The cost of EMD and cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b)
9	Cost of Tender Form	The cost of Tender Form and cost of Tender paper to be paid through online Banking/RTGS/NEFT as per the Section-I, Para 2(b). No exemption for cost of tender documents and EMD under NSIC is permitted.

Note: In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/ or e-Tender Portal and/or newspapers.

2(a) The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL & www.orissa.bsnl.co.in and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) have to be submitted as per following details given in Para 2(b).

(b) The cost of EMD and cost of Tender paper can also be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	Punjab National Bank, Sahid Nagar, Bhubaneswar
Accounts Name	A.O(Cash), BSNL,O/o GMTD Bhubaneswar
Account Number	4077002100024632
IFC Code	PUNBO407700
Address of the Bank	Sahid Nagar Branch, Bhubaneswar: 751007, Odisha

Read, understood, complied & agreed

Signature & seal of bidder with Date

MICR Code	751024005
Mail Id :	<i>email id :jmajhi57@gmail.com</i>
Contact No	Tel.No.0674-2542666, Mob.No.9437007500

- (c) The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of M/s ITI.
- (d) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website **www.tenderwizard.com/BSNL** for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(c) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site (**www.tenderwizard.com/BSNL**) as per Annexure - E of Section VIII.
- 3(d) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4(a) The bidder should have experience of Rs.10(Ten) Lakhs or more for each zone in OFC or U/G Cable laying works in BSNL/MTNL, Central Govt./ PSU in the last two financial years (2012-13 and 2013-14 taking together). **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.
- 4(b) The documents as listed out in Section VII should be uploaded in the E-Tender Portal.
- 5 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Conference Hall, 3rd Floor, Door Sanchar Bhawan, Unit-IX, Bhubaneswar-751022** where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 6 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 7 Sr. General Manager Telecom District Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
- 8 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an

Read, understood , complied & agreed

Signature & seal of bidder with Date

English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate. All computer generated documents should be duly signed by the bidder.

- 9 All statutory taxes as applicable shall be deducted at source before payment.

**Sr. General Manager Telecom District
Bhubaneswar 751 022**

SECTION-II**LIST OF ZONES, ESTIMATE COST & EMD:**

Zone No	Zones under the jurisdiction of	Estt. Cost In Lakhs	EMD to be Deposited(Rs.)
01.	SDO Phones - I Bhubaneswar	10	20000
02.	SDO Phones - II Bhubaneswar	20	40000
03.	SDO Phones - III Bhubaneswar	15	30000
04.	SDO Phones - IV Bhubaneswar	25	50000
05.	SDO Phones - V Bhubaneswar	10	20000
06.	SDO Phones - VI Bhubaneswar	10	20000
07.	SDO Phones - VII Bhubaneswar	25	50000
08.	SDO Phones - VIII Bhubaneswar	25	50000
09.	SDO Phones - IX Bhubaneswar	25	50000
10.	SDO Phones - I & II Puri	15	30000
11.	SDO T - Bhubaneswar	20	40000
12.	SDO T - Nimapara	20	40000
13.	SDO T - Puri	20	40000
14.	SDE(G/E) - Balugaon	15	30000
15.	SDO T - Khurda SDE P - Khurda SDE P - Jatni	25	50000
16.	SDO T - Nayagarh SDE P - Nayagarh	20	40000
	GRAND TOTAL	300	600000

The volume of work in each section may vary as per availability of stores.

SECTION-III**SCOPE, SPECIFICATION & JOB DESCRIPTIONS**

This tender is for digging trench and laying of underground telephone cable, 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 and availability of stores.

SPECIFICATION OF WORK

A1 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, Bhubaneswar. The work broadly consists of the following components.

A2 The work involves excavation of trench measuring 30 cm (width) x 90 cm (depth) in all places of Bhubaneswar Telecom Dist. for the cable above 5 pair. For 5pair. 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.

A3 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.

A4 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.

A5 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.

A6 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.

A7 Before the cable is issued to contractor for laying the trench will be inspected by the representative of the Sr. GMTD, BBSR (i.e. concern SDOT/SDOP/JTO) to ensure that the depth and width of trench are as per the required specifications.

A8 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 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, BBSR or any of his representative after inspection.

Read, understood , complied & agreed

Signature & seal of bidder with Date

A9 The cable should be made available under proper acquaintance by the Sub-divisional officer concerned or the representative of the Sr. GMTD, BBSR 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.

A10 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, BBSR basing on the value of cable so stolen.

A11 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.

A12 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.

A13 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.

A14 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 pr, 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 from the contractor.

Read, understood , complied & agreed

Signature & seal of bidder with Date

A15 In case of digging trenches at lower depths, the contractor would be paid lesser amounts based on the following formula. (For cables except 5pair)

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 5 Pair 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 5pair.) & 60 cm for 5pair. cables and proportionate calculation will be done based on this rate.

For example: (for cables except 5pr.)

- 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 meter will be Rs.15.00 x 75 / 90 = Rs.12.5 per meter.
- For trenches of depth less than 30 cm, no amount would be paid.
- A certificate to be obtained from the D.E concerned for reason of lower depth and it is to be attached in the bill.

A16 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(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.

A17 The concrete, wherever required, must be of the ratio 1:2:4 in terms of cement, chips (15 cm size) and sand.

A18 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.

A19 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.

A20. A/T must be done by T&D A/T / Circle for all the 5 Pr cable works including DP erection and allied works. Bills without A/T certificate will not be entertained. For other size cable works A/T will be carried out by an officer nominated by the competent authority.

A21. MAINTENANCE OF CABLE ROUTE:

The bidder has to be well equipped with tools and labourers 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 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 DETs.

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION - IV**SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS:**

- 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.
- 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.
- 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.
- 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.
- 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.
- 6).The contractor should ensure that no labourer below the age of eighteen years is employed by him on the work.
- 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.
- 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.
- 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.
- 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.
- 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.
- 12).The contractor should carry out the work in such a manner that it will cause minimum hindrance to the traffic.
- 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 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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.

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.

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.

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

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

SECTION-V

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER

1. TERMS:

- 1(a) "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the Sr. General Manager Telecom District, Bhubaneswar.
- 1(b) "The Bidder" means the individual or firm who participates in this tender & submits its bid.
- 1(c) "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer-in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1(d) "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations.
- 1(e) "Site Engineer" means the concerned Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) or Accounts Officer in-charge of this Telecom District under whose zone the contractor will provide the requisite number of unskilled labourers on daily basis as per actual requirement of concerned respective site Engineer (Zone in-charge) varying from 0 (Zero) number to maximum number as mentioned against each Site Engineer under Section-II.
- 1(f) "Engineer In-Charge" means the controlling DE/AGM of respective Site Engineer of this Telecom District who is designated as the "Engineer in-Charge" of respective "Site Engineer" as mentioned in the Section -II.
- 1(g) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- 1(h) "ETS" means the Electronic Tendering System through the e-Tender Portal.

2. Name of the Work: Laying U/G cable and allied works in areas under the jurisdiction of Sr. GMTD, BBSR (For New and Maintenance)
3. Estimated cost of the tender is approximately Rs. 3 (Three) crores.
4. N.I.T. No. N-107/14-15, Dated 21/07/2014
5. One bidder may apply for a maximum of two zones with separate tender document.

6. ELIGIBLE BIDDERS

The bidder should have experience of Rs.10 (Ten) Lakhs or more for each zone in OFC and U/G Cable laying works in BSNL/MTNL, Central Govt./ PSU in the last two financial years (2012-13 and 2013-14 taking together). 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.

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

8. SECURITY**a). Material Security:**

i) The successful tenderer in a zone having one eligible tender will have to deposit a minimum material security deposit of Rs.1,00,000.00 (One Lakh only) in the form of bank guarantee valid up to and including six months after the period of contract from a Nationalised/scheduled bank and in the material security bond form provided in the bid document at annexure-F. In a zone having two eligible tenderers, the second tenderer (L2 giving consent to work at L1 rate) will have to deposit a minimum material security of Rs. 1,00,000/-.

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 a 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 on.

b). 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 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 S.D will be released after getting NOC from concerned SDE and countersigned by D.E/AGM.

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

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

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

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

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

13. The Sr. GMTD, BBSR 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.

14. The near relative of employees of BSNL, BBSR 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-D of Section-VIII.

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

17. The Sr. GMTD, BBSR 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, BBSR. If the loss to BSNL is more than the SD and material security, then the said amount will be recovered from any other payment due from BSNL and also legal action can be initiated for recovery.

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

19. 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.

20. Disposal of empty cable drums

a) 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 Pair.	Rs. 500.00
2.	400 Pair.	Rs. 375.00
3.	200 Pair.	Rs. 250.00
4.	100 Pair.	Rs. 150.00
5.	50 Pair.	Rs. 125.00
6.	5/10/20 Pair.	Rs. 75.00

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

21. COST OF BIDDING

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

22. CLARIFICATION ON BID DOCUMENTS

(a) A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives **up to 13:00 hrs of 05/07/2014**. Copies of the query (without identifying the source) and clarifications by the Tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.

(b) Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

Read, understood , complied & agreed

Signature & seal of bidder with Date

23. DOCUMENTS TO BE SUBMITTED FOR BID

- a. The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VII**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b. Documents in original should be submitted for verification as required by the Tendering Authority.
- c. The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d. As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-L of Section-VIII**.

24. AMENDMENT TO BID DOCUMENT

- (a) At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- (b) The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- (c) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- (d) It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749, 07377708585, between 10:30 hrs to 18:00 hrs from 21/07/2014 to 05/08/2014 twhelpdesk404@gmail.com</i>
BSNL Contact-1	<i>Shri J K Majhi, AGM (HR & Admin) O/o GMTD Bhubaneswar Tel.No.0674-2542666, Mob.No.9437007500 between 10:30 hrs to 18:00 hrs from 21/07/2014 to 05/08/2014, email id :jmajhi57@gmail.com</i>
BSNL Contact-2	<i>Shri K N Mishra SDE (Planning) O/o GMTD BSNL Bhubaneswar, Tel.No.0674-2541244, Mob.No.9437066666 between 10:30 hrs to 18:00 hrs from 21/07/2014 to 05/08/2014, email id :knmishra1966@gmail.com</i>

25. PREPARATION OF BID DOCUMENTS - TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per Clause .31 of this Section.

Read, understood , complied & agreed

Signature & seal of bidder with Date

26. BID FORMS

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm if any and upload required scanned documents as per section-VII of the same in e-Tender Portal.

27. BID PRICE

The bidder shall quote rates in FINANCIAL BID given in Section VI.

28. COMPLIANCE

The bidder should ensure unconditional clause- by - clause compliance with all the terms and conditions of the tender document and a declaration to the effect in Annexure C of section VIII should be given along with bid document.

29. A. BID SECURITY/EMD

- (a) The bidder must deposit the amount for bid security/EMD through Online/NEFT/RTGS as stated in section II only from any nationalized/scheduled bank as per Section-I para 2(c).
- (b) The successful bidder's bid security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 8(b) of this Section and furnishing the performance security.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible as, not later than 30 days after the expiry of the period of bid validity.
- (d) A BID WITHOUT BID SECURITY/ BID SECURITY WITH OUT BID SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

B.FORFEITURE OF BID SECURITY/EMD

The Bid Security/EMD may be forfeited

- (a) If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit / Material security deposit of Rs.1,00,000 (Rupees One Lakh) only. or
- (b) The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- (c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;

30. FORMAT AND SIGNING OF BID

- (a)The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the persons signing the bid.
- (b)The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- (c)The letter of authorization shall be indicated by written power-of-attorney, if any, accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

31. PREPARATION & SUBMISSION OF BIDS :**I) Contents of the Bid:**

The bid contains three parts -

Part A: The scanned copies of the Payment of Cost of Tender paper and EMD through online /NEFT / RTGS & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI .

Part B: The Second part relates to uploading of scanned documents required for Technical Bid as per Section VII in the appropriate place of the e-Tender Portal.

Part C: The third part relates to uploading of Financial Bid containing the Price schedule in excel format filled carefully in the appropriate place of the e-Tender Portal.

II. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time of the bid that is 13:00 Hrs of 12/08/2014.
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the e-tender portal.
- c. **The bidder shall submit a set of entire document signed in all pages, downloaded from e-Tender Portal against each individual bid offer for different zones on the date of the opening of the tender else before signing of the agreement.**
- d. **One Bidder can bid for maximum two zones through the user-id allotted to him by M/s ITI in e-Tender Portal along with requisite Earnest Money Deposit (EMD) and cost of Tender Paper.**
- e. If any one of the document required to be submitted as referred to in Clause 31 Part A of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- f. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously referred to the deadline will thereafter be subject to the extended deadline.

32. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

(a)After the Locking Time, no bidder can submit the bid.

(b) The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.

(c) No bid shall be modified subsequent to the deadline for submission of bids as above.

33. BID OPENING AND EVALUATION

(a)Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date, i.e., dated **13/08/2014 at 11:00 Hrs**. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as per Annexure - G in Section VIII. The bidders can view the opening details after the Tendering Authority opened them.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- (b)The bidder or his representative, who is present, shall sign in tender opening register
- (c)The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- (d)Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- (e)Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

34. PLACE OF OPENING OF TENDER BIDS

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at "Conference Hall, (3rd Floor) Door Sanchar Bhawan, Unit-IX, Bhubaneswar 751 022", where BSNL's Tender Opening Officers would be conducting through online e-Tender at 11:00 Hrs. on 13/08/2014. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

35. PRELIMINARY EVALUATION

- (a) Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- (b)Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.
- (c)For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- (d)A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- (e)The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

36. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- (a)The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- (b)Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c)If the bidder does not accept the correction of the errors, his bid shall be rejected.
- (d)Any bidder can quote for maximum of two number of Zones in the financial bid and L-1 will be evaluated Zone wise considering only the substantially responsive bids.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(e)Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

37. CONTACTING THE TENDERING AUTHORITY

(a) Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

(b)Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

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 Bhubaneswar 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 zone 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 70% and L-2 will get 30%

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 Bhubaneswar in this regard shall be Final and binding.

- f) However if both the contractor is not doing the work after issuing work order by the concerned SDOP/SDOT/SDE(G/E) then Sr.GMTD reserves the right to award the work of that zone to the willing contractor of the adjacent zone with submission of additional PBG.
- g) Normally the amount of SD will remain unaltered in all cases mentioned above.
- h) If any zone is laying vacant either by non submission of bid document or non-responsive bidders then Sr.GMTD reserves the right to award the work of that zone to the willing eligible contractor with submission of additional PBG.

38. SIGNING OF CONTRACT AGREEMENT:-

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of ₹.100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD in this office. In the event of failure of the tenderer to sign the agreement within 10(Ten) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) in the form of DD or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

Read, understood , complied & agreed

Signature & seal of bidder with Date

24. VALIDITY OF THE CONTRACT.

- i). The contract shall be valid for one year from the date of signing of the contract.
- ii).The Sr. GMTD, BBSR reserves the right to increase the contract period from the agreed period for a maximum 6 months with increase of 50% of estimated cost. He also reserves the right to cancel the contract at any time without assigning any reasons.
- iii) In case of extension of contract period, the concerned contractor has to submit a request letter for his willingness to work in same terms and condition of agreement.

39. PREPARATION & SUBMISSION OF BILL

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 will be at the risk of the contractor and Sr. GMTD, BBSR 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 and countersigned by the concerned DET after sample check. The sample check for cable laying to be conducted by the DET 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 NEFT/RTGS/Account payee cheque drawn on BSNL banker Bhubaneswar. The Sr. GMTD, BBSR will not bear any collection charges, if required.

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.

J9. The details of Service Tax & Sales Tax deposited by the contractor must be submitted with the next bill i.e. Service Tax & Sale Tax claimed by the contractor in a bill should be deposit to the Tax Authorities and the proof of deposit must be annexed in the subsequent / next bill.

J10. The contractor has to submit proof of deposit the details of EPF/ESI payment of his labourer in the subsequent / next bill.

J11. All the statutory dues like Service tax, EPF, ESI etc. to be cleared by the contractor before payment of the last month's bill.

40. DISPUTES IN TENDER FINALIZATION:

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of Sr. GMTD, Bhubaneswar shall be final and binding on all concerned.

41. DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender. The Sr. GMTD, Bhubaneswar reserves the right to vary the quantum of work against each respective zone as per actual requirement in the field from time to time.

Read, understood , complied & agreed

Signature & seal of bidder with Date

42. The BSNL reserves the right to award work to more than one contractor in any Zone in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

43. Termination of Contract by BSNL

(a)The Sr. GMTD, Bhubaneswar may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

(b)BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts by giving one months notice in writing to the service provider if the contractor fails to execute the work assigned to him within the period specified in the contract or any extension thereof granted by BSNL.

(c) If the contractor fails to perform any other obligation (s) under the Conditions of the contract.

(d)All instruction, notices & communication etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post ,these would have been delivered to the service provider.

(e)Notwithstanding anything contained herein, BSNL reserves the right to terminate the contract at any stage or time during the period of contract ,by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

(f)The Sr. GMTD, Bhubaneswar may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or while of material, machinery and other equipment for use in or in respect of the work.

(g)In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective site-engineer or as directed by BSNL authority.

(h)BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

44. 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 or part thereof 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 of BSNL.

45. PERIOD OF VALIDITY OF BIDS

- (a) Bid shall remain valid for 180 days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- (b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

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

The Tendering authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Tendering authority's action.

47. Force Majeure:

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 is 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such no performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL 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.

48. Arbitration:

- a. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Sr GMTD Bhubaneswar or any other person appointed by him. 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 function of the Sr GMTD Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates
- Read, understood , complied & agreed

his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Sr GMTD Bhubaneswar of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a 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 a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment there of or any rules made thereof.

- b. The venue of Arbitration proceeding shall be Office of Sr GMTD Bhubaneswar, Door Sanchar Bhawan, Unit-IX, Bhubaneswar or such other place as the arbitrator may decide.
- c. The arbitrator may from time to time with the consent of both the parties enlarge the time frame 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.

49. Set Off:

- a. Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- b. In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- c. If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

50. REJECTION OF BID

The bid will be rejected in case of:-

- i. Non-submission of required documents as per Section VII.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security
- iv. Late submission of bid
- v. Non-acceptance of correction of price As per Clause 36 (c)

51. DEBARRING CONDITIONS

- a. Sub-contracting of the job will debar and disqualify a successful bidder.
- b. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- c. The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

- d. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

52. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are ITI's e-tender portal centric and for e-tenders invited by the Sr. General Manager Telecom District, Bhubaneswar of Odisha Circle only.

A. General:

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).
- i. It is advised that all the documents to be submitted (Section VII) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- ii. While uploading the documents, it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

B. Tender Bidding Methodology:

It is a Two Stage bidding system-

Financial bids & Technical bids shall be submitted by the bidder at the same time.

C. Broad outline of activities from Bidders perspective:

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS - Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS - Opening of Financial-Part (Only for Technically Responsive Bidders)

D. Digital Certificates

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

E. Registration

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749, 07377708585, between 10:30 hrs to 18:00 hrs from 21/07/2014 to 05/08/2014, twhelpdesk404@gmail.com</i>
BSNL Contact-1	<i>Shri J K Majhi AGM (HR & Admin) O/o GMTD BSNL Bhubaneswar Tel No.0674-2542666, Mob No.943007500 between 10:30 hrs to 18:00 hrs from 21/07/2014 to 05/08/2014, email id :jmajhi57@gmail.com</i>
BSNL Contact-2	<i>Shri K N Mishra SDE (Planning) O/o GMTD BSNL Bhubaneswar, Tel No.0674-2541244, Mob No.9437066666 between 10:30 hrs to 18:00 hrs from 21/07/2014 to 05/08/2014, email id :knmishra1966@gmail.com</i>

53. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.orissa.bsnl.co.in and [www.tenderwizard.com/BSNL up to 18:00](http://www.tenderwizard.com/BSNL_up_to_18:00) Hrs of 05/08/2014 which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

54. OTHER INSTRUCTIONS, IF ANY

a. The following documents should be submitted online by uploading in the e-Tender portal:

Sl No.	Description
1	Scanned copies of page No.30 to 53 of tender document signed by the tenderer or Authorised Person on all pages along with seal
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2012-13/ Assessment year 2013-14
3	Self-Attested Photo copy of Experience Certificate
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Document
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security
6	Self-Attested Photo Copy of valid EPF registration certificate. *
7	Self-Attested Photo copy of valid ESI Registration Certificate. *
8	Self-Attested Photo copy of valid Labour licence issued by Central Labour Commissioner
9	Self-Attested Photo copy of valid Service Tax Registration Certificate.
10	No near relative certificate duly filled in and signed, Annexure-D.
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled and signed. Annexure-G.
12	Tenderer's profile duly filled in and signed. Annexure-I.
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents
14	Self-Attested Photo copy of "Partnership Deed" duly registered if applicable
15	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B.
16	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.
17	Self-Attested copy of Bid form duly filled in and signed. Annexure-K
18	Self-Attested copy of Clause by clause compliance duly filled and signed. Annexure-C.
19	Self-Attested copy of the Check list duly filled in
20	Self-Attested copy of the Integrity Pack duly filled and signed, Annexure-H.
21	Self-attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled and signed , Annexure-L.
22	Self-Attested Photo copy of valid sales tax Registration Certificate.

Note : * In case of EPF/ESI registration certificate is not available same has to be submitted before signing of the agreement.

- b. The bidder has also to upload the scanned copy of the above documents during uploading of the bid in E - format and the cost of the tender paper and EMD through online/NEFT/RTGS before the closing time of the closing date.
- c. Special Note on Security of Bids in ETS:
- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

Read, understood , complied & agreed

Signature & seal of bidder with Date

- ii. As part of the Electronic Encrypter functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- d. Public Online Tender Opening Event (TOE)
- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)" . Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
 - ii. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
 - iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
 - iv. ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE)" covering all important activities of „Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading". There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
 - v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://www.tendewizard.com/BSNL>).

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

- vi. The following "**FOUR KEY INSTRUCTIONS FOR BIDDERS**" must be assiduously adhered to:
 - 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 - 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.

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

vii) Minimum Requirements at Bidders' end to access and use e-Tender Portal:

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

viii) Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel given in Clause-24(d) of section -V. for any type of assistance/help, which they may require while uploading the bids.

SECTION-VI
FINANCIAL BID
RATE SHEET

FINANCIAL BID (New Works)

The quoted rate must include all the 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 30cm 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 30cm widthX 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 20 cm width x 60 cm depth as per description in the tender documents. (For all kinds of soils) Without bricks for 5 Pair cable.	Per Mtr		
R4.	Cutting asphalted surface (15cm depth).	Per Mtr		
R5.	Cutting concrete surface (15cm depth).	Per Mtr		
R6.	Laying of underground cable in the trenches Irrespective of the size of the trench.			
	For all sizes up to 50pair(one rate only)	Per Mtr		
	For 100 pair and 200 pair (one rate only)	Per Mtr		
	For 400 pair 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 (50pr and above)	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		

Date:

Seal & Signature of Bidder

Read, understood , complied & agreed

Signature & seal of bidder with Date

B. Jointing of cable & allied works.

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

The quoted rate must include all the taxes except service tax (if applicable) which may be claimed extra.

Sl No	Name of the work	Unit	Rate quoted in figure (Rs)	Rate quoted in words (Rs)
R12.	Jointing of cable as Clause No.A14			
	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 A-16			
a)	External DP on existing pole			
	(i) 10 Pair	Per DP		
	(ii) 20 Pair	Per DP		
b)	External DP with erection of poles			
	i) 10 Pair	Per DP		
	ii) 20 Pair	Per DP		
c)	Internal DP			
	i) 5 Pair	Per DP		
	ii)10 Pair	Per DP		
	iii) 20 Pair	Per DP		
R14.	Foundation of pillar			
	a) 200/400/800 Pairs	Per Plr		
	b) 1000 Pairs.	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		

Date:

Seal &Signature of Bidder

Read, understood , complied & agreed

Signature & seal of bidder with Date

FINANCIAL BID (Maintenance Works)

The rate must be quoted which includes all the taxes except service tax if applicable 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 width x 90 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 Pair cable).	Per Mtr		
R4.	Cutting asphalted surface (15cm depth).	Per Mtr Per Mtr		
R5.	Cutting concrete surface (15cm depth).	Per Mtr		
R6.	Paying & Laying of underground cable in the trenches Irrespective of the size of the trench.			
	For all sizes up to 50pairs(one rate only)	Per Mtr		
	For 100 pair and 200 pair (one rate only)	Per Mtr		
	For 400 pair and above (one rate only)	Per Mtr		
	Laying U/G Cable by Blowing method (For HDD)	Per Mtr 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 Pair and 1200 Pair (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		

Date:

Seal & Signature of Bidder

Read, understood , complied & agreed

Signature & seal of bidder with Date

B. Jointing of cable & allied works.

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

The quoted rate must include all the taxes except service tax (if applicable) which may be claimed extra.

Sl No	Name of the work	Unit	Rate quoted in figure (Rs)	Rate quoted in words (Rs)
R12.	Jointing of cable as Clause No.A14			
	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 A16			
a)	External DP on existing pole			
	(i) 10 Pairs	Per DP		
	(ii) 20 Pairs	Per DP		
b)	External DP with erection of poles			
	i) 10 Pairs	Per DP		
	ii) 20 Pairs	Per DP		
c)	Internal DP			
	i) 5 Pairs	Per DP		
	ii)10 Pairs	Per DP		
	iii) 20 Pairs	Per DP		
R14.	Foundation of pillar			
	a) 200/400/800 Pairs.	Per Plr		
	b) 1000 Pairs.	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		

Date:

Seal &Signature of Bidder

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VII**CHECK LIST/REQUIREMENTS****A. Documents required to be submitted through e-Tender Portal**

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Scanned copies of page No. 30 to 53 of Tender document signed by the tenderer or Authorized Person on all pages along with seal			
2	Self-Attested Photo copy of PAN Card and IT return for financial year 2012-13/ Assessment year 2013-14			
3	Self-Attested Photo copy of Experience Certificate			
4	Self Attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of Tender Paper			
5	Self attested Photo copy of the computerized receipt (Online/RTGS/NEFT) towards cost of EMD/Bid Security			
6	Self-Attested Photo Copy of valid EPF registration * certificate.			
7	Self-Attested Photo copy of valid ESI Registration * Certificate.			
8	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner			
9	Self-Attested Photo copy of valid Service Tax Registration Certificate.			
10	No near relative certificate duly filled in and signed Annexure-D			
11	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) duly filled in and signed. Annexure-G			
12	Tenderer's profile duly filled in and signed. Annexure-I			
13	Self-Attested Photo copy of Original "Power of Attorney" in case person other than the tenderer has signed the tender documents			
14	Self-Attested Photo copy of "Partnership Deed" duly registered, if applicable			
15	Self-Attested copy of Declaration of Non - tampering of relevant document required for tender duly filled and signed. Annexure-B			
16	Self-Attested copy of Declaration for Downloading the tender Document duly filled in and signed vide Annexure-E.			
17	Self-Attested copy of Bid form duly filled and signed. Annexure-K			
18	Self-Attested copy of Clause by clause compliance duly filled in and signed. Annexure-C			
19	Self-Attested copy of the Check list duly filled in			
20	Self-Attested copy of the Integrity Pack duly filled in and signed. Annexure-H			
21	Self attested copy of Undertaking regarding genuineness of the documents/information submitted duly filled in and signed. Annexure-L			
22	Self attested photo copy of sales tax registration certificate.			

Note : * In case of EPF/ESI registration certificate is not available same has to be submitted before signing of the agreement.

Read, understood , complied & agreed

Signature & seal of bidder with Date

B.

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the <i>scanned documents</i> as required are uploaded in the E-Tender Portal?			
2	Whether Financial Bid for the required number of zones quoted in e-Tender Portal.			
3	Whether the corrections if any has been encircled and fresh entry mode and signed by the authorized signatory? (No over writing is permissible).			
4	Whether the offer is conditional ? (All conditional offers will be rejected.)			
5	Whether the scanned copy of the computerized receipt of payment made through online/NEFT/RTGS for cost of Bid Document/ EMD and Power of Attorney has been uploaded in the E-tender portal. (Individual required documents for each zone to be submitted separately.)			
6	Whether Check List/Requirements submitted?			

Read, understood , complied & agreed

Signature & seal of bidder with Date

SECTION-VIII**FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

SL. No.	Format Name
1.	ANNEXURE-A: AGREEMENT (Sample Format)
2.	ANNEXURE-B: Declaration of Non tampering of tender document
3.	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4.	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5.	ANNEXURE-E: Declaration for Downloading the tender Document.
6.	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7.	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8.	ANNEXURE-H: INTEGRITY PACT
9.	ANNEXURE-I: TENDERER'S PROFILE
10.	ANNEXURE-J: MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER
11.	ANNEXURE-K: BID FORM
12.	ANNEXURE-L:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

ANNEXURE-A

AGREEMENT (Sample Format)

An agreement made this between Sr. GMTD, Bhubaneswar hereinafter called the BSNL to the context include his successors and assignees on the one part and having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: Provision of unskilled Manpower for carrying out different activities in Bhubaneswar Telecom District related to External and Internal Plant maintenance works, including provision NTCs, Shifting, Broadband connections of local telephone networks of all local telephone exchanges including digging and refilling of local cable fault pits, day to day maintenance of Telephone Exchanges and SDO/DET Offices by required variable number of unskilled labourers on day-to-day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month in respective concerned zone under the jurisdiction of concerned site engineer of Bhubaneswar Telecom District individually & separately. Details of Scope, Specification and Job Description is as per the details given in Section-IV in the original tender document.

Vide Tender No..... dated -.....

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms - conditions of the tender document vide Tender No.....Dt

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc as per tender document vide Tender No dated - , Zone No.....(along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required unskilled labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the due provisions, execution and completion of the said works, the BSNL hereby agrees with the Contractor that the BSNL will pay to the Contractor the respective amounts for the

Read, understood , complied & agreed

Signature & seal of bidder with Date

works done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.

- 5. The contract will be in force for one year with effect from to.....
- 6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act, 1948 described in this tender document from Clause No- 66 to 79 of SECTION-III and issued by the Govt. from time to time.
- 7. The contractor hereby under takes that the unskilled labourer deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.
- 8. The contractor hereby under takes that a formal deployment letter to the labourer will be issued by him stating the points which the labour has to follow during the period of deployment after the signing the agreement.
- 9. Performance Security Deposit of Rs.....is furnished below:-

Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ DD No. Dt..... of (bank)and it is valid upto Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

for and on behalf of the
Bharat Sanchar Nigam Limited.

In the Presence of witness:

1. Signature:

1. Signature:

Name/Address:

Name/Address:

Designation:

Designation:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-B

Declaration of Non tampering of tender document

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

Place: _____

Date: _____

Signature of bidder/Authorized Signatory

Name _____

Seal of the bidder: _____

ANNEXURE-C

DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE

I _____(authorized signatory)

hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place : _____

Signature of the Tenderer _____

Date:_____

Name of the Tenderer _____

ANNEXURE-D

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We _____ S/o _____

_____ resident of _____

_____ hereby certify that none of my near relative(s) as defined in the tender document is/are employed any wherein BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder _____

Name : _____

Note: The near relatives for this purpose are defined as :

- A. Members of a Hindu Undivided family.
- B. They are husband and wife.
- C. The one is related to the other in the manner as father, mother, son(s) and son's Wife (Daughter-in-law). Daughter(s) and daughter's husband (Son-in-law), Brother(s) and brother's wife, sister(s) and sister's husband (Brother-in-law).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:

Date:

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-E

Declaration for Downloading the tender Document.

I _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.orissa.bsnl.co.in or www.tenderwizard.com/BSNL and no addition/deletion/correction has been made in the entire tender document. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Tenderer _____

Place: _____

Name of Tenderer _____

(Along with date & Seal)

ANNEXURE-FPERFORMANCE BANK GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt _____ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. _____ Dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we, (Name of the Bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

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

Read, understood , complied & agreed

Signature & seal of bidder with Date

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated _____

Place _____

Signature:

For

(indicate the name of the Bank)

ANNEXURE-G

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

To

The DGM (Rural & Admin)
O/o Sr.GM Telecom District Bhubaneswar
Bhubaneswar 751 022

Sub: Authorization for attending bid opening on _____ (date) in the Tender for laying underground cable in Bhubaneswar Telecom District, Bhubaneswar.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

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

Note:

- 1 Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-H

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) commit 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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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.

Read, understood , complied & agreed

Signature & seal of bidder with Date

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 intensions.

.....
For the Principal

.....
For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

ANNEXURE-ITENDERER'S PROFILE

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

Sl#	Item	Details
1	Name of the individual tenderer	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the tenderer b. Local Address of the tenderer in Bhubaneswar SSA	
4	a. Tel. Nos. with STD code b. email id	Office: Fax: Residence: Mobile No:
5	Registration & incorporation particulars of the tenderer (if other than individual): 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(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Tenderer's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last two years - 2012-13 and 2013-14 *	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	EPF Registration Number: ESI Registration Number: Service Tax Registration Number: Labour Registration Number: Sales Tax Registration Number.	

* (In case the space is insufficient, attach list separately)

1, Shri/Smt hereby declare that the information furnished above is true and correct.

Place:

Signature of tenderer /authorized signatory

Date:

Name & Seal of the tenderer

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-J**MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH
ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER**

To

The Sr General Manager Telecom District Bhubaneswar,
Bhubaneswar.751022

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

Sl#	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: _____

SIGNATURE OF SUPPLIER/BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER _____

WITH BANK SEAL AND DATE

Tel No: _____

Fax No:.....

Original copy signed by Bank Officer with seal to be submitted.

ANNEXURE-K

BID FORM

(To be attached with Section-VII A)

To

**The Sr. General Manager Telecom District, Bhubaneswar,
Door Sanchar Bhawan, Unit-IX,
Bhubaneswar - 751022.**

Dear Sir,

- 1) Having the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalized/ Scheduled Bank for a sum not exceeding Rs 1,00,000/- of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.tenderwizard.com/BSNL. Any deviation will result in the rejection of the bid.

a. Date (DD/MM/YYYY) : _____

b. Signature of (Bidder or authorized signatory): _____

c. Name (Bidder or authorized signatory): _____

d. Duly authorized to sign the bid for and on behalf of bidder _____
(In case of authorization)

e. Witness

f. Address

Read, understood , complied & agreed

Signature & seal of bidder with Date

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for laying underground cable in Bhubaneswar Telecom District) 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 EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place:

Signature of tenderer / Authorised signatory

Date:

Name & Seal of the tenderer