



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

Office of the General Manager Telecom District  
Keonjhar-758001

**E-TENDER DOCUMENT FOR**

Laying of OF cable works  
in Joda Sub-Division area under Keonjhar TD.

**Tender No: T-147/2018-19 Dated: 05/10 2018**

**Cost of Tender Document: - Rs.1180/-**

**(This includes Tender document Cost Rs.1000/- + GST @ 18% i.e. Rs.180/-)**

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

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Read, understood, complied &amp; agreed

**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
 (A Govt. of India Enterprise)  
 Office of the General Manager, Telecom District Keonjhar-758001  
**NOTICE INVITING TENDER**

**E-Tender for Laying of Optical Fibre Cable in Keonjhar Telecom District.**

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

Sl. No.	Item	Particulars
1	Tender Notice No & date	T-147/2018-19/ Dated: 05/10/2018
2	Tender item	E-TENDER DOCUMENT FOR Laying of OF Cable works in Joda Sub-Division under Keonjhar Telecom District.
3	Validity Period of the Contract	One Year from the date of agreement.
4	Estimated Cost of the tender	14500000.00 (One crore forty five lakhs)
3	Tender Document can be downloaded from date	05/10/2018
4	Date of receipt of queries from bidders	Up to 22/10/2018
5	Reply of queries by BSNL	Before 18/10/2018
6	Last Date of Submission of Tender	<b>25/10/2018 18:00 Hrs</b>
7	Date & Time of Opening of Tender (Technical Bid only)	26/10/2018 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).

**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](http://www.tenderwizard.com/BSNL) & [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and to be submitted in e-format. Cost of Tender Document and Earnest Money Deposit (EMD) has to be submitted as per following details given in Para 2(b).

2 (b) The Micro & Small Enterprise Units registered with DIC / NSIC / MSME for Telecom optical fiber cable will be exempted from tender paper cost, EMD / Bid security.

2 (c) 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	Union Bank of India, Keonjhar.
Accounts Name	A.O.(Cash), BSNL, O/o GMTD BSNL Keonjhar
Account Number & Type	538001010012030 & Current Account
IFSC Code	UBIN053808
Address of the Bank	UNION BANK OF INDIA, C/o Mahendra & Sons, A+ Magurgadia, NH-215, Keonjhar-758001.
MICR Code	758026002
Mail Id :	<a href="mailto:tmdkjr24@rediffmail.com">tmdkjr24@rediffmail.com</a>
Contact No	06766-250070
Name of the Bank and Branch	UNION BANK OF INDIA, KEONJHAR

Read, understood, complied & agreed

- 2(d) The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document has to be uploaded in the e-Tender Portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) of M/s ITI.
- 2(e) 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](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 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](http://www.tenderwizard.com/BSNL)) as per Annexure - E of Section IX.
- 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.5 (Five) Lakhs or more in OFC or U/G Cable/Water Pipe/Power cable Laying works in BSNL/MTNL/ Central /State Govt./ PSU/ Private Telecom Service Provider(TSP)/ Infra Provider (IP) in the last three financial years (2015-16, 2016-17 & 2017-18) taking together. **Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager/Superintendent Engineer of BSNL or equivalent rank of other organizations.** The certificate should be in official letter head mentioning name and proper seal of issuing authority with verifiable contact details.
- 4(b) The documents as listed out in Section VIII 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 Chamber of SDE (Plg./MM), O/o the GMTD, Keonjhar-758001** 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 General Manager Telecom District, Keonjhar 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 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.

**AGM (CFA &Plg)**  
**O/o the GMTD, BSNL Keonjhar-758001**

Read, understood, complied & agreed

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

<b>Name of the Zones</b>	<b>Name of the Site Engineer</b>	<b>Cost of Tender Paper with GST 18% (Rs)</b>	<b>Approximate Cost of the Work (Rs)</b>	<b>EMD @ 2.5 % (Rs)</b>	<b>Material Security (Rs)</b>
<b>Zone-I (Joda)</b>	<b>SDO (T), Joda</b>	<b>1180 (One thousand one hundred eighty rupees) only</b>	<b>80,00,000.00 (Eight lakhs) only</b>	<b>2,00,000.00 (Two lakhs) only</b>	<b>1,00,000.00 (One lakh ) only</b>
<b>Zone-II (Joda - Kalimati)</b>	<b>SDOT Joda / SDE Barbil</b>	<b>1180 (One thousand one hundred eighty rupees) only</b>	<b>65,00,000.00 (Sixty Lakhs ) only</b>	<b>1,62,500.00 (One Lakh Fifty thousands) only</b>	<b>1,00,000.00 (One lakh ) only</b>

The cost of the work may vary as mentioned in clause 3 of section V of tender document.

Read, understood, complied & agreed

### SECTION-III

#### SCOPE, SPECIFICATION & JOB DESCRIPTIONS

This tender is for digging of trench and Laying, Pulling of Optical Fibre cable, jointing & allied works in different zones. The details of job description are available in the tender document. The quantum of work is specified for new works and Maintenance works. It may vary as per the necessity of the works and availability of stores.

#### SPECIFICATION OF WORK

This tender is a rate contract for laying of OFC in said zones of Keonjhar Telecom District in connection with new and maintenance works.

**A1. TRENCHING** (a) Digging of trench and laying of O F Cable in different Zones under the jurisdiction of General Manager, Telecom District, Keonjhar. The work broadly consists of the following components:-

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

(c) In case of digging trenches of lesser depths, the contractor would be paid lesser amounts based on the following formula provided the said depth approved by GMTD Keonjhar upon the recommendation by the officer in charge /site Engineer of the said work with counter signed by D.E / AGM concerned.

Depth of OF cable trench (in cm)	Percentage of approved rate accorded
165	100
150 to 164	95
130 to 149	87.5
100 to 129	75
Less than 100	60
Less than 75	NIL

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

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

#### **A2. LAYING, STRAIGHTENING OF HDPE/PLB PIPE:**

- a) After excavation of trench as per specification, proper leveling of bottom should be done for the HDPE/PLB pipe that has to be laid in the trench as supplied by BSNL (HDPE/PLB pipe is of outer dia 50mm/as available for the purpose of nominal length of five meters to be jointed by HDPE/PLB couplers of suitable dimension). A layer of soft soil of not less than 5cms is to be used for leveling the trench to ensure that the pipe when laid will follow a straight alignment along with the joints .The pipe should be as straight as possible and all bends and gradients or change of depth should be gradual .

Read, understood, complied & agreed

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

**A.3** Laying of 100mm dia RCC spun pipes/RCC split pipes/80mm GI/DWC pipes (to be supplied by BSNL) : 100mm dia RCC spun pipes/RCC split pipes are to be laid over HDPE/PLB pipes for extra protection especially in the routes where other cables, PHD/PWD pipes, densely populated areas, low depth areas as per the instruction of concerned DET. The 80mm GI pipes are to be inserted as per the instruction of the site In-charge in road borings & culverts where concreting are to be done over the GI pipes. However the portions where such GI pipes are laid, HDPE/PLB pipes of 50mm dia are to be inserted in the GI pipes. The contractor shall exercise all care to ensure that pipes that are laid are not subjected to any strain.

**A.4. CONCRETING** : The specification of cement concrete is 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size) .The dimension of concrete is 20 cm x 20 cm thickness approx. Concreting is to be made in all culverts in the route over the GI pipes / HDPE/PLB pipes. However in some of the exceptional cases where proper depth cannot be maintained concrete has to be done with prior permission to be taken from GMTD Keonjhar upon recommendation of SDO duly countersigned by concerned DET. While submitting the bills the certificate from concerned authority for the concreted portions is to be given with proper marking in the diagram.

**A.5. ROAD BORING:** In case of road crossings, the pipes shall be laid by punching/boring the road without damaging the road surface. The 80mm GI pipes are to be inserted in all road borings & HDPE/PLB pipes of 50mm dia are to be inserted in the GI pipes.

**A6. FIXING OF ROUTE / JOINT INDICATORS:** The route/ joint indicators are to be supplied by the contractors and be fixed/ co-located with each manhole/ joint chamber. In addition, route indicators are also to be placed where route changes direction like road crossings etc. The route indicators must be provided at every 200m span. The route/ joint indicators made of pre-cast RCC should have the following dimensions: Base - 250 mm X 150mm Top - 200mm X 75mm Height - 1250mm The word, BSNL OFC should be engraved on the route/joint indicators. The route indicators are painted yellow and the same are placed at 2ft. away from the center of the trench towards jungle side. The joint indicators are placed at OFC joints and placed 1ft. away from wall of the joint chamber facing jungle side and are painted red. The engraved word „BSNL OFC should be painted in white, on route as well as joint indicators. Numbering of route indicators/ joint indicators should also be done in white paint. The numbering scheme for route indicators will be joint No./Route Indicator No. for that joint. For example, 2/6 marking on a route indicator means 6<sup>th</sup> route indicator after 2<sup>nd</sup> joint. Additional joints on account of faults at a later date should be given number of preceding joint with suffix A B, C, D. For example sign writing 2A on a joint indicator means, additional joint between joint No.2 and 3. The numbering of existing route/joint indicator should not be disturbed on account of additional joints. Enamel paints of reputed brand should be used for painting and sign writing of route as well as joint indicators.

**A7. JOINT CHAMBER** : The joint chamber is to be provided for every joint normally at a safe distance from road to keep the OFC joint well protected and also to keep extra length of cable which may be required in the event of faults at a later date. The joint chambers are to be of pre-cast RCC type. For fixing pre cast RCC chamber, first a pit of size 2m X 2m X 1.8m depth is required to be dug. Pre cast RCC chamber consists of three parts (i) round base plate in two halves of 140cm dia and 5cm thickness (ii) full round RCC joint chamber with dia of 120cm and height of 100cm and thickness of 5cm (iii) round top cover will be in two halves with dia of 140cm and thickness of 5 cm having one handle for each half in center and word „OFC engraved on it. After, fixing the pre cast RCC joint chamber, the joint chamber is filled with clean sand before closing. Lastly, back filling of joint chamber pit with excavated soil will be carried out.

Read, understood, complied & agreed

**A8. PULLING OF OFC THROUGH THE PIPES:** The OFC are to be drawn through the HDPE/PLB pipes with the help of nylon ropes already present inside the pipes from the sections (the distance between two sections should be approximately 200 meter). The OFC should be pulled through as per the direction of site In-Charge. The contractor should be careful while pulling the cables to ensure no damage/stress to the OFC while pulling.

**A9. HORIZONTAL DIRECTIONAL DRILLING (HDD) AND LAYING THE PLB HDPE PIPE THROUGH IT:** Horizontal directional drilling / boring and PLB HDPE pipe laying through it along/across road and under railway/ road/ canal/ streams crossing in all type of soil (including soft rock & Hard rock) at suitable depth including all civil works. Supply of all tested lifting tools and tackles other required equipment and consumable; labour etc. and making all such necessary arrangements are under vendor's scope. Total job has to be completed within time schedule mentioned in work order. The work is specified under two major heads.

a) Drilling along the road and

b) Road/ Rail/ canal crossing: Road crossing means crossing a road of minimum width of 8 meters.

1) There will be two different sizes of drilling: a) Drilling at 40mm diameter. B) Drilling at 65mm diameter.

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

a) Only Guided boring/ drilling technology is to be used. Mechanical holes are not permitted.

b) Radio or any other detection system should be used for avoiding damage to existing underground utilities such as electric supply, water pipe line, telecom copper cables and optical fibre cables, gas pipe line, sewerage etc. The depth of boring should be such as to clear any underground utilities/ obstacles. However, in no case the depth of boring be less than 1.65mtrs from the ground surface. In the event of damages to BSNL/other utilities/other service providers, the contractor should make good the damages. The claim if any raised by above authority, the contractor should bear the claim or otherwise the same will be deducted from its bill.

b) In horizontal drilling, the system should be capable of going up to 10Mtrs. Below the ground level.

c) In a shift of 8hrs. at least 400mtrs. Of drilling should be done. It should not be less than 200mtrs. Per day on an average taking into account the machine breakdown, shifting of the machine from one site to another, weekly off.

d) PLB/ HDPE pipe should be laid by blowing method in full length and cutting of pipe should be avoided while laying along road.

3) Ground penetrating radar survey and damage to telephone cable and other underground services:  
a)The contractor should collect all available information regarding underground services and take necessary care to protect them. He should also have sufficient arrangements to identify and protect such underground services.

b) The contractor shall carry out ground penetrating radar survey along the proposed O.F.C route at his own cost to identify the underground services and for setting out the route as directed by Site - In - Charge. The Site -In - Charge shall provide route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling. HDD work of OFC routes

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

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

Read, understood, complied & agreed



**4) ALLIED ACTIVITIES:**

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

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

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

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

**A10. LAYING OF CABLE THROUGH THE PIPES:** - The OFC are to be drawn through the HDPE/PLB pipes with the help blowing machine/manual pulling as per the decision of the Engineer In charge only.

**A11. TRANSPORTATION OF STORES:** - The contractor has to transport stores (OF cables/HDPE/PLB pipes/GI pipes and other related stores etc) from SDO (P)/SDOT/Divisional store depot to the site at his own cost. No separate charges will be allowed towards such transportation.

**A12. ACCEPTANCE TESTING:** - The DET of A / T wing or any other officer appointed has free access to do acceptance test to the site. The contractor shall render all possible assistance and facilities for the purpose of A/T to the officials concerned. The work executed by the contractors will be tested by A/T wing and defect pointed out will have to be attended immediately by the contractor. The final A/T report is to be submitted before submission of the bill for the work.

**Procedure for Acceptance Testing:**

**General:** - The work shall be deemed to have been completed only after the A/T. Officer has accepted the same. The contractor shall make test pits at the locations desired by A/T. Officer for conducting test checks for depth of trenching without any extra payment. The contractor shall restore the pits after test measurements are taken to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests. Scope of Acceptance testing: - The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A/T Officer shall not be responsible for recording of measurements for the purpose of contractual obligations. However, if the measurements taken by A/T Officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A/T Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A /T Officer without any additional cost to BSNL. Offering the work for acceptance and testing: - The Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A /T, shall offer the work to A/T Officer for conducting Acceptance Testing. The work shall be offered for A/T as soon as work in some of the sections on the O.F. route in all aspects is ready for being offered to A /T The work against any work order can be offered for A/T in a number of such stages.

Read, understood, complied & agreed

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

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

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

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

**A13.** To avoid the possibility of theft of exposed cable which is already laid earlier or partly laid, the contractor will be required to arrange his watchmen at cable trench at night time and all the days. The watchmen so employed for this purpose shall have to be paid for by the contractor himself. In case of loss of cable by theft at such open trenches, the contractor shall be liable to pay the compensation to the GMTD, Keonjhar basing on the value of cable so stolen.

**A14.** In case damage is caused to the existing cables by the labourers employed by the OF cable laying contractor the actual expenditure incurred for the restoration of the cable will be recovered from the contractor, including the cost of replaced portion of the damaged cables.

**A15.** The approved bidder for the Zone has to carry out the maintenance work of OFC in the same procedure as mentioned above. The only difference is he has to do the maintenance work as and where required as it is urgently required to restore the damaged routes.

**B. VALIDITY OF THE CONTRACT.**

**B1.** The contract shall be valid for **One year** from the date of signing of the contract.

**B2.** The GMTD, Keonjhar reserves the right to increase the contract period from the agreed period for Six months with same rates and terms and conditions. He also reserves the right to cancel the contract at any time without assigning any reasons.

**B3.** In exceptional cases the competent authority may decide to extend the period of contract for another six months on the same rates and on the same terms and conditions on mutual agreement. When the period of the tender is extended the estimated cost will also be increased accordingly.

**B4.** In case of extension of contract period, the concerned contractor has to submit a request letter for his willingness to work at the rates and same terms and condition of agreement and extension of BG for an appropriate period as per the decision of competent authority.

**C. WORK COMMENCEMENT, SUPERVISION & MEASUREMENT.**

**C 1.** The contractor has to commence the work after work order is issued by the GMTD, **Keonjhar** or his authorized representative such as DET/AGM (Concerned). The work is to be commenced within seven days of issue of work order, which will be containing route map and details for executing the order. The work order may cover an entire route or a part of the route in which the cable to be laid. In case of jointing/allied works, details of the works will be indicated.

Read, understood, complied & agreed

C 2. The time allowed is the essence of the contract and it is on the part of the contractor to ensure that the work is to be completed in all respects within the time as indicated in the work order.

C3. The GMTD, Keonjhar reserves the rights to terminate the contract in the event of progress of cable laying works being found slow in comparison to the time allowed. Thereafter, the GMTD, Keonjhar will be free to get the work done through any alternative agency to be decided by it. Any excess amount required to be paid to the alternative agency to carry out the works, shall have to be borne by the defaulting contractor. Otherwise it will be adjusted from the Security Deposit or any amount due from BSNL to the contractor.

C4. The GMTD, Keonjhar also reserves the right that in the event of the contractor failing to commence and complete the work in the specified time, the work will be awarded to any other alternative contractor. The difference in cost of the work thus completed will be payable by the defaulting contractor. Otherwise it will be adjusted from the S/D.

C5. After the completion of the work, the work carried out by the contractor shall be measured by the supervisory officer nominated by the GMTD, Keonjhar. The details of measurement will be entered in the measurement book and signed by both the contracting parties and their representatives jointly. The measurement books will be maintained by the representative of the GMTD, Keonjhar

Read, understood, complied & agreed

**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/labourer 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.

Read, understood, complied & agreed

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

Read, understood, complied & agreed

**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 General Manager Telecom District, Keonjhar.
- 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) "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. "Site Engineer" means the concerned Sub-Divisional Officer / Sub-Divisional Officer (Phones) or Sub-Divisional Officer (Telegraphs) of this Telecom District under whose zone the contractor will execute the work.
- 1(f) "E-Tender Portal" means the website "www.tenderwizard.com/BSNL" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- 1(g) "ETS" means the Electronic Tendering System through the e-Tender Portal.

**2) GENERAL CONDITIONS OF TENDER**

**Name of the Work:** Laying HDPE/PLB pipes and pulling OF cable in different zones under the jurisdiction of GMTD, Keonjhar.(For new construction and maintenance).

**3. ESTIMATED COST:**

- a. The estimated cost of the work as mentioned in Section-II which has been worked out based on standard scheduled rate as per the instruction of circle office Bhubaneswar. The actual value of work may vary based on the actual requirement but generally being limited to +/- 25% of the indicated value. The estimate cost of the tender is approximately Rs 80 Lakhs for Zone-I & Rs. 65 Lakhs for Zone-II
- b. In exceptional situation where the requirement is of an emergency nature and it is necessary for continuation of works, the GMTD, Keonjhar reserves the right to increase the cost up to 50% of the quantum of the works/services specified in the schedule of requirement contained in the running tender/contract within a period of 12 months from the earliest date of acceptance of tender at the same rate with the existing approved contractor with the same terms and conditions specified in the tender.

**4. NIT No: T-147/2018-19/ Dated / /2018.**

5. One bidder may apply for a maximum of Two Zones with separate tender document, EMD, eligibility documents etc. for each zone.

Read, understood, complied & agreed

**6.. ELIGIBILITY CRITERIA-:**

The bidder shall furnish as part of its bid documents establishing the bidder's eligibility, the following documents:

- (a) The bidder should have experience of Rs.5 (Five) Lakhs or more in OFC or U/G Cable/Water Pipe/Power cable Laying works in BSNL/MTNL/ Central /State Govt./ PSU/ Private Telecom Service Provider(TSP)/ Infra Provider (IP) in the last three financial years (2015-16, 2016-17 & 2017-18) taking together. **Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager/Superintendent Engineer of BSNL or equivalent rank of other organizations.** The certificate should be in official letter head mentioning name and proper seal of issuing authority with verifiable contact details
- (b) The bidder should have a valid contractor's license issued by central/state government for similar/related works.
- (c) The bidder should have valid labour license issued by Labour department (central) Govt. of India.
- (d) The bidder should have valid EPF registration number from EPF organization.
- (e) The bidder should have valid GST registration number from Customs and GST authority, Govt. of India.
- (f) The bidder should have valid PAN number from Income Tax authority and Income Tax clearance certificate (ITCC) for FY 2017-18.
- (g) The bidder should have valid ESI registration number from the competent authority.
- (h) PAN card with update IT return.
- (i) Solvency Certificate from any Nationalized Bank issued after publication of NIT.
- (k) Certificate for non participation of near relative of BSNL employees as per format prescribed in Section-X Annexure-D.
- (l) EMD as per tender condition.

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

**8. SECURITY****8.1. Material Security: (MSD)**

- i) The successful tenderer will have to deposit material security of Rs 1,00,000/- (Rupees One lakh) only in the form of Bank guarantee valid for 18 months i.e. up-to and including six months after the period of contract from a Scheduled Bank and in the material security bond form provided in the bid document at Annexure-F of section IX.
- ii) The contractor, at any point of time, will not be issued stores costing more than the material security. The proceeds of the material security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.
- iii) The material security shall be released within a period of 6(Six) month from the date of payment of the final bill under the contract or the final settlement of the material account whichever is later.

Read, understood, complied & agreed

**8.2. Performance Security: (PSD)**

i) The successful tenderer will have to deposit as **Performance Security** 5% of the estimated cost of concerned zone in the form of Bank guarantee valid for 18 months i.e. up-to and including six months after the period of contract from a Scheduled Bank .

An additional amount of 5% of each running bill / final bill of the contractor will be deducted from the billed amount. 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 PSD will be released after getting NOC from concerned SDEs/SDOs and countersigned by DE/AGM.

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

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

10. The General Manager, Telecom Dist, Keonjhar 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 GMTD, Keonjhar 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, Keonjhar are prohibited from participation in this tender (either directly recruited or on deputation) .The near relatives for this purpose are defined as : a) Members of Hindu undivided family b) They are husband & wife c) The one related to other in the manner as father, mother, son(s) & son's wife (daughter in law), daughter(s)& daughter's husband (son in law),brother(s) & brother's wife, sister(s) & sister's husband (brother-in law). Declaration format is available at Annexure-D of Section -IX.

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

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

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

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

19. The 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.

Read, understood, complied & agreed



**20. Disposal of empty cable drums**

- a) The contractor shall be responsible for disposal of the empty cable drums after lying of cables. The cost of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned below:-

Serial No.	Size of Cable drums	Rate Fixed for disposal
1	OF cable drum	Rs. 200.00

**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 cost associated with the preparation and submission of the bid. BSNL is 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 the date mentioned in NIT**. 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 / uploaded in the portal.
- (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.

**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 VIII**. 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-IX.

Read, understood, complied & agreed

**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 / BSNL- Help Desk Contact	<b>Mr Amlan Sahoo, Contact No: 07008502617, Office No. 01149424365, between 10:30 hrs to 17:00 hrs from 05/10/2015 to 25/10/2015. <a href="mailto:twhelpdesk691@gmail.com">twhelpdesk691@gmail.com</a></b>
BSNL Contact-1	AGM (CFA&PIg) O/o GMTD Keonjhar Tel.No. <b>Tel.No.06766-256300, Mob.No.9437200900, between 10:30 hrs to 17:00 hrs from 05/10/2015 to 25/10/2015. email id : <a href="mailto:agmpnakjr@gmail.com">agmpnakjr@gmail.com</a></b>
BSNL Contact-2	<b>SDE (Planning) O/o GMTD BSNL Keonjhar, Tel.No.06766-256900, Mob. 9437070007 between 10:30 hrs to 17:00 hrs from 05/10/2015 to 25/10/2015. <a href="mailto:sdemm.bsnlkjr@gmail.com">sdemm.bsnlkjr@gmail.com</a>.</b>

**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.

**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**

Prices shall be quoted as per Section VII of Financial bid, by the bidder, as percentage below / above / at par the schedule of rates given in schedule of rates (Section VI) (Schedule of Rates) inclusive of all levies & taxes, except GST at the Government prevailing rate. Prices quoted at any other place shall not be considered. The contractor shall be responsible for transporting the materials, to be supplied by BSNL-KEONJHAR TELECOM DISTRICT from District Telecom Store or Divisional / Sub-divisional Stores under the control of GMTD/SDOs of the district to execute the work under the contract, to site at his own cost. The costs of transportation are included in the standard Schedule of Rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.

The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

Bidders desiring to offer discount shall therefore modify their offers suitably while quoting the price and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

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

Read, understood, complied & agreed

**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 IX 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 EMD of the successful bidders will be converted to performance security and will be discharged 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 PSD will be released after getting NOC from concerned SDEs/SDOs and countersigned by DE. No interest shall be paid to the contractor on 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 without 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 amount of Material security deposit in full as prescribed as per the tender condition;
- OR
- (b) The successful bidder does not come for execution of agreement after deposit of Material security deposit within the scheduled time;
- OR
- (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.

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.

Read, understood, complied & agreed

**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 quoted online by the bidders before the locking/closing time of the bid.
- 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 said Zone before the date of the opening of the tender.**
- d. **One Bidder can bid for said Zone 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 Part A of Clause 31 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 **as mentioned in NIT**. 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 IX. The bidders can view the opening details after the Tendering Authority opened them.

Read, understood, complied & agreed

(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 "Chamber of SDE (Plg./MM), O/o the GMTD, BSNL Keonjhar-758001", where BSNL's Tender Opening Officers would be conducting through online e-Tender at on the date and time mentioned in NIT. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board / site 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 the 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.

Read, understood, complied & agreed

(d) Any bidder can quote for maximum of two Zones in the financial bid and L-1 will be evaluated zone wise considering only the substantially responsive bids.

(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 Keonjhar 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 (two) bidders. The work allotment among the bidders are as under.

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

**In case of more than one bidders - 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 L-1 bidders' rate only. The assessment of GMTD Keonjhar in this regard shall be Final and binding.

- f) However if both the L-1 and L-2 contractors of zone are not doing the work after issuing work order by the concerned authority then GMTD reserves the right to award the work of that Section /zone to the willing contractor of the adjacent / other Section/ zone with submission of additional PBG.
- g) Normally the amount of PSD will remain unaltered in all cases mentioned above.
- h) If any zone is lying vacant either due to non participation or non-responsive bidders then GMTD Keonjhar reserves the right to award the work of that zone to the willing eligible contractor of adjacent/other zone as per the schedule rate of that zone on submission of additional PBG.

### **38. BSNL'S RIGHT TO VARY QUANTUM OF WORK**

38.1.1 BSNL at the time of award of work under the contract, reserves the right to decrease or increase the work by as per requirement of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

Read, understood, complied & agreed

38.1.2 The estimated cost of work is as mentioned in the Notice Inviting Tender which has been worked out based on standard schedule rates mentioned in this tender document. The actual value of work may vary based on the actual requirement and availability of store but generally being limited to +/- 25% of the indicated value.

38.1.3 In exceptional situation where the requirement is of an emergent nature and it is necessary for continuation of works, the GMTD, Keonjhar reserves the right to increase or decrease up to 50% of the quantum of works specified in the schedule of requirement contained in the running tender / contract within a period of 12 months from the earliest date of acceptance of tender at the same rate with the existing approved contractor with the same terms and conditions specified in the tender.

### **38.2 ISSUE OF LETTER OF INTENT**

38.2.1 The issue of letter of intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

38.2.2 The bidder shall within 7 days of issue of letter of intent, give its acceptance along with material security in conformity with clause 8.1 section-V, provided with the bid documents.

### **38.3 SIGNING OF CONTRACT AGREEMENT:-**

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs 100/- (Rupees one hundred only) at his own cost as per the prescribed proforma within 15 (Fifteen) days from the date of deposit of material security in this office. In the event of failure of the tenderer to sign the agreement within 15 (Fifteen) days of being called upon to do so after depositing required Material Security Deposit in the form of Bank Guarantee, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

## **39. PREPARATION & SUBMISSION OF BILL**

39.1. The Contractor will prepare the bills as per details of measurement entered in MB (Measurement Book) within a period of maximum 30 days after completion of work.

39.2. Payment will be made against the bill preferred by the contractor. The bill in the form of GST compliant tax invoice 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 GMTD, BSNL Keonjhar will not be responsible for any with holding / non-payment of bills due to any reason in future.

39.3. The bills are to be submitted in triplicate duly certified by the concerned SDE and countersigned by the concerned DE/AGM after sample check. The DE/AGM shall be responsible for sample check of 10% of the measurement. Initially 95% of the bill will be paid and balance 5% will be released after six month of completion of contract. In case any discrepancy is found with regard to depth, the bill will be passed as per average depth on proportionate basis. The sample check report should be submitted along with the bill as well as in the MB.

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

39.5. Payments will be made through NEFT/RTGS. The GMTD, Keonjhar will not bear any bank charges, if required.

39.6. GST should be claimed extra by the contractor at applicable rates. For this purpose, the contractor should have a valid GST Registration.

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

39.8. The A/T report wherever required, should invariable be enclosed along with the bill submitted for payment for the work concerned.

Read, understood, complied & agreed

**39.9.** The GST paid to the contractor in the bill should be deposited to the tax authority in scheduled time and return thereof should be filed in time. The details of GST deposited by the contractor must be submitted with the next bill i.e. GST claimed by the contractor in a bill should be deposited to the GST Authorities and the proof of deposit must be annexed in the subsequent / next bill.

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

**39.11.** All the statutory dues like GST, EPF, and 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 GMTD, Keonjhar 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 GMTD, Keonjhar reserves the right to vary the quantum of work against each respective Section / Zone as per actual requirement in the field from time to time.

**42.** The BSNL reserves the right to award work to more than one contractor in any Section / 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 GMTD, Keonjhar may, at its option, cancel or omit the execution of one or more items of work under this contract and may part with 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 / contractor 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 or if the contractor fails to perform any other obligation (s) under the Conditions of the contract.

(c) 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.

(d) 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.

(e) The GMTD, Keonjhar 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.

(f) 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.

Read, understood, complied & agreed



(g) 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 1 (one)% of the cost of the work awarded for every one week of delay or part thereof in completion of work subject to a maximum of 20 % of the cost of the work awarded.

b. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the PSD or from the bills of any other contract of BSNL.

##### c. For non-commencement of work

Refusal to carry out / Non-commencement of the work by the contractor within 10 (ten) days from the date of issue of the work order shall be treated as violations / breach of the conditions of the contract and GMTD, BSNL Keonjhar reserves the right to forfeit the PBG / MSD and cancel the contract, if he is satisfied that the non-commencement / refusal is willful and for reasons which are not beyond the control of the contractor. The onus lies with the contractor to prove that the non-commencement / refusal is due to reasons beyond his control.

##### d. Penalty for causing inconvenience to the public

To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of cable laying by digging paved surfaces. In the event of contractor failing to comply with these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept open beyond the time limit allowed may be imposed by the BSNL. The penalty will be addition to that payable for delay or slow work.

e. The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt. / public place, which may cause inconvenience to Govt. / public. If the contractor does not dispose of the empty cable drums/waste materials within 3 days of becoming empty, the BSNL is at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/waste materials from the bill/security deposit/along with the cost incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty up to rupees one thousand for each such default.

f. The BSNL may also levy a penalty up to rupees one thousand for each such default. If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated In this regard the decision of GMTD, Keonjhar shall be final and binding.

##### g. Penalty for cutting/damaging the old cable

During excavation of trench utmost care is to be taken by the contractor so that the existing underground / OFC cables are not damaged or cut. In case any damage/cut is done to the existing cables, a penalty as per the schedule given below will be charged from the contractor or the amount will be deducted from running bill.

Size of existing cables cut/damaged	Amount of penalty per cut/damage
Up to 100 Pairs cable	Rs. 0500.00 (Five hundred)
Above 100 Pairs & up to 400 Pairs	Rs. 1000.00 (One thousand)
Above 400 Pairs	Rs. 2000.00 (Two thousand)

Besides the above penalty, the contractor shall carry out such repairs for restoration of the damaged cable free of charge. The cost of jointing kit shall also be borne by the contractor, if contractor fails to repair the damage, the cost of repair (including cost of labour + Jointing kit) shall be recovered from the contractor. In case of damage of OFC, Rs.50, 000/- (Rupees Fifty Thousand) will be charged per fault for levying both penalty and compensation.

Read, understood, complied & agreed

**h. Penalty to damage stores/materials supplied by the BSNL while laying.**

The contractor while taking delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. In case of execution of the work, if any material is found damaged / working unsatisfactorily, then a penalty equivalent to the cost of material shall be recovered from the contractor's payments/securities.

**45. PERIOD OF VALIDITY OF BIDS**

(a) Bid shall remain valid for 150 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 GMTD Keonjhar 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 GMTD Keonjhar 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 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 GMTD Keonjhar 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 GMTD Keonjhar, Door Sanchar Bhawan, Keonjhar or such other place as the arbitrator may decide.

Read, understood, complied & agreed

- 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 VIII.
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security / EMD / Cost of tender document
- 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.

Read, understood, complied & agreed

## 52. E-TENDERING INSTRUCTIONS TO BIDDERS

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

### 1. **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 single 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.

Read, understood, complied & agreed

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 / BSNL- Help Desk Contact	<b>Mr Amlan Sahoo, Contact No: 07008502617, Office No. 01149424365, between 10:30 hrs to 17:00 hrs from 05/10/2015 to 25/10/2015. <a href="mailto:twhelpdesk691@gmail.com">twhelpdesk691@gmail.com</a>.</b>
BSNL Contact-1	<b>AGM (CFA&amp;Plg) O/o GMTD Keonjhar Tel.No. <b>06766-256300</b>, Mob.No. <b>9437200900</b>, between 10:30 hrs to 17:00 hrs from 05/10/2015 to 25/10/2015. email id : <a href="mailto:agmpnakjr@gmail.com">agmpnakjr@gmail.com</a></b>
BSNL Contact-2	<b>SDE (Planning) O/o GMTD BSNL Keonjhar, Tel.No. <b>06766-256900</b>, Mob. <b>9437070007</b> between 10:30 hrs to 17:00 hrs from 05/10/2015 to 25/10/2015. <a href="mailto:sdemm.bsnlkjr@gmail.com">sdemm.bsnlkjr@gmail.com</a>.</b>

#### 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.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) and [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) up to 18:00 Hrs of 11/10/2018 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 all pages of tender document duly filled up and 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 Years 2017-18.
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 or an undertaking to submit the same within two months from the date of signing the agreement.
9	Self-Attested Photo copy of valid GST 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 valid Company/Firm Registration Certificate, 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 Pact 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.

Read, understood, complied & agreed

- 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:
  - ii. As part of the Electronic Encrypted 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 enhance Transparency. Detailed instructions are given on relevant screens.

Read, understood, complied & agreed

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.

1. 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.

Read, understood, complied & agreed

**SECTION VI**  
**( New and Maintenance Works)**

STANDARD SCHEDULE OF RATES FOR OFC LAYING WORKS FOR ZONE-I & II			
Sl. No.	Description	Unit	Rate (Rs.) per One Unit
1	Excavation and back filling of trench of 165 cm depth as per description in the tender document for Non-Rocky soil.	Meter	91
2	Excavation and back filling of trench of 165 cm depth as per description in the tender documents for rocky soil.	Meter	187
3	Laying, straightening of HDPE/PLB Pipes coupled with HDPE sockets and drawing PP nylon rope through it.	Meter	8
4	Horizontal boring (Manual) at a depth of 1.65 m for crossing roads/railway track inserting 65/40mm dia GI pipes and pushing HDPE/PLB pipes inside and drawing PP nylon rope.	Meter	300
5	Horizontal Directional Drilling (HDD) at a depth of 1.65 m for crossing roads/railway track inserting 65/40 mm dia GI pipes and pushing HDPE/PLB pipes inside and drawing PP nylon rope.	Meter	350
6	Laying & Fixing of 65/40 mm G.I. Pipes in trenches with HDPE PLB inside and PP nylon rope	Meter	19
7	Laying & Fixing of G.I. Pipes with Iron clamps on Bridges & Culvert with HDPE Pipe inside and drawing PP nylon rope	Meter	41
8	Concreting in 1:2:4 ratio as per tender specifications for (20cm width x 20cm depth)	Cubic Meter	5700
9	Digging pits for jointing chamber, supply and fixing of pre-cast RCC chamber, clean sand filling, supply and placing of pre-cast RCC slabs and back filling of jointing pit.	Nos. of Chambers	2800
10	Digging of pits 1 mtr towards jungle side on each manhole/jointing chamber for fixing route/joint indicator and concreting of route/joint indicator, painting and sign writing of route/joint indicators	Nos. of Indicators	346
11	Cutting concrete/Asphalted surface	Meter	80
12	Drawing of OF cable 24F & above over head with support	Meter	20
13	Blowing and Pulling of OFC inside the HDPE / PLB Pipes	Meter	10
14	Drawing of OF cable 4F/6F/12F over head without support	Per meter	Rs 8.00
15	Digging Test Pit (45cm x 90cm x 165cm) for tracing of cable (BLH)	Per Pit	Rs 80.00
16	Splicing of OFC including digging and opening of OFC ends including consumables		
	4F /6F OFC	Per Joint	Rs.400.00
	12F/24F OFC	Per Joint	Rs.600.00
	48F/96F OFC	Per Joint	Rs.1000.00

Read, understood, complied & agreed



Sl. No.	Description	Unit	Rate (Rs.) per One Unit
17	Termination of Fibre in FTB (Fibre Termination Box) and pig tail joint. Fixing materials and flexible pipes to be supplied by vender. FTB & Pigtail will be supplied by BSNL		
	4F/ 6F OFC	Per cable	Rs.1500.00
	12F/24F OFC	Per cable	Rs.1700.00
	48F/96F OFC	Per cable	Rs.2100.00
18	Route Index Diagram (Documentation)	Per Document	Rs.1200.00

Read, understood, complied &amp; agreed



**BHARATH SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**

**Bid Document**  
**(FINANCIAL)**

**E-TENDER DOCUMENT FOR**  
**Laying OFC cable and allied work**  
**in Joda Sub- Division under Telecom District, Keonjhar**

**Tender No: T-147/2018-19**

**Dated: 05/10/2018**

Read, understood, complied & agreed

**SECTION VII**

To  
**The GENERAL MANAGER TELCOM DISTRICT  
 BSNL KEONJHAR**

**Sub. : Our Financial Bid for Laying of OFC works for Joda & Barbil  
 Sub - Division under Keonjhar Telecom District.**

**Ref.: Tender No: T-147/2018-19**

**Dated:05/10/2018**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc, and **paid EMD**, we, the undersigned, offer to execute the, Laying of OFC and allied works in conformity with the said specifications and conditions of contract at the percentage ( Below/at par/above) on standard schedule rates quoted as under;

**Zone No: \_\_\_\_\_**

**Financial Bid**

<b>w.r.to Section VI of standard scheduled rates (Basic Rate)</b>	<b>Quotation</b>
<b>BELOW</b>	In figures .....%
	In words ..... Per cent

**OR**

<b>AT PAR</b>	In figures .....%
	In words ..... Per cent

**OR**

<b>ABOVE</b>	In figures .....%
	In words ..... Per cent

**RATES ARE INCLUSIVE OF ALL TAXES AND LEVIES AND EXCLUDING GST AT THE GOVT. PREVAILING RATES WHEREEVER APPLICABLE**

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the date opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated ...../...../.....

Signature of the Bidder

Read, understood, complied & agreed

**SECTION-VIII****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 all pages 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 Years 2017-18.			
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 or an undertaking to submit the same within two months from the date of signing the agreement.			
9	Self-Attested Photo copy of valid GST 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 valid Company/Firm Registration Certificate, 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 Pact 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.			

Read, understood, complied &amp; agreed

## B. Check List:

Sl No.	Description	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
		Y	N	NA
1	Whether all the scanned documents 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 Zones to be submitted separately.)			

Read, understood, complied &amp; agreed

## 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

Read, understood, complied &amp; agreed

**ANNEXURE-A****AGREEMENT (Sample Format)****AGREEMENT FOR OPTICAL FIBRE, LAYING WORKS IN KEONJHAR TELECOM DISTRICT**

An agreement is entered in between Sri \_\_\_\_\_ as one part and the General Manager Telecom District, Keonjhar \_\_\_\_\_ second part on behalf the BSNL on this \_\_\_\_\_ day of 2018 for OF Cable laying works in Zone No ..... under the jurisdiction of GMTD, Keonjhar.

Whereas in response to the tender notice no \_\_\_\_\_ dtd \_\_\_\_\_ issued by the GMTD, Keonjhar Sri \_\_\_\_\_ has been declared successful for OF Cable laying works in Zone no \_\_\_\_\_ of Keonjhar Telecom District.

Sri \_\_\_\_\_ hereby undertakes to carry out the work of OF Cable laying works in the Section no for a period of one year (w.e.f: ..... ) starting from the date of execution of the agreement @ the rate as per the tender finalized in his favour( attached as Annexure to this agreement) and according to the terms and conditions laid down in the tender document.

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

Sri \_\_\_\_\_ further undertakes to fully abide by all the terms and conditions as stipulated in the tender notice no \_\_\_\_\_ dt. \_\_\_\_\_ referred to above and shall make good any loss caused to the telecom district or any other Govt. department or private body or to the public.

Performance Security Deposit for Rs.....- is furnished through of Bank Guarantee/ No. ....  
Date .....from Name of the Bank ..... and it is valid upto Dt.....

**Signature of contractor****Dy. General Manager (CFA)**

O/o GMTD, Keonjhar

Name  
AddressName  
AddressWitness 1  
Name  
AddressWitness 2  
Name  
Address

Read, understood, complied &amp; agreed

**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.odisha.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: \_\_\_\_\_

Read, understood, complied &amp; agreed



**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 \_\_\_\_\_

Read, understood, complied & agreed

**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

**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.odisha.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)

Read, understood, complied & agreed

**ANNEXURE-F**

**BANK GUARANTEE (BOND FORM) FOR MATERIAL SECURITY**

Whereas.....(hereinafter called "the Contractor") has been awarded the contract of OF cable laying both construction & Maintenance work, as per tender number \_\_\_\_\_ for Zone.....KNOW ALL MEN by these presents that WE.....OF.....having our registered office at \_\_\_\_\_(hereinafter called the banker of "the Contractor") are bound unto..... (hereinafter called "the Department") in the sum of Rs.....(Rupees.....)

For which payment will and truly to be made of the said .....(Department), the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

If the contractor is unable to keep stores issued to him, properly, i.e. the store,

1. Provided to contractor, by the BSNL, Keonjhar are damaged or
2. The stores issued to the contractor or by the BSNL, Keonjhar are stolen or
3. The Contractor is not able to provide proper account of the stores issued to him/her/them by the BSNL, Keonjhar.

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

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

Notwithstanding anything contained herein above:

1. Our liability under this guarantee shall not exceeds Rs.....(Rupees .....) only
2. This bank guarantee shall be valid up to Date.....
3. Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under the guarantee only and only if you serve upon as a written claim or demand in terms of the guarantee on or before .....

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

Signature of bidders

Read, understood, complied & agreed

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

To

The GMTD, BSNL  
Keonjhar Telecom District  
Keonjhar -758001

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in the Tender for laying OF cable in Keonjhar Telecom District.

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
<b>I</b>		
<b>II</b>		

\_\_\_\_\_  
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.
- 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

**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

(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

**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

Read, understood, complied & agreed



**Section 9- Pact Duration.**

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

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

**Section 10- Other Provisions**

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

.....  
For the Principal

.....  
For the Bidder/Contractor

Place.....

Witness 1: .....

Date.....

Witness 2: .....

Read, understood, complied & agreed

**ANNEXURE-I**  
**TENDERER'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

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 Keonjhar 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 three F/Y- 2014-15 , 2015-16 & 2016-17.	
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: GST Registration Number: Labour Registration Number:	

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

I, 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

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

To

The General Manager Telecom District,  
Keonjhar.758001

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.**

Read, understood, complied &amp; agreed

**ANNEXURE-K**

**BID FORM**

To

**The General Manager Telecom District,  
Door Sanchar Bhawan,  
Keonjhar - 758001**

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 5 % of the contract sum (estimate cost of the work for the Zone concerned) for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **150** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly 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](http://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

**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 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:

\_\_\_\_\_ **End of the Tender Document** \_\_\_\_\_

Read, understood, complied & agreed