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BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT

BILASPUR 495001

E-Tender for SLA Based Comprehensive Maintenance of Optical Fiber cable & Other Network Elements as defined in Scope of work for Katghora Block in SSA Bilaspur

NIT. No: W-1-1/NIT/Tender/GMTD-BIL/17-18/13 Date 30-12-2017_____

T-016/Ofc-Mtc./NOFN/Katghora/17-18/07 Dated 30-12-2017

DATE & TIME OF SUBMISSION OF On line & Off line BID - up to 11:00 Hrs. of 20-01-2018

DATE & TIME OF OPENING OF BID - 12:00 Hrs. of 20-01-2018

PRE BID MEETING - 19-01-2018 at 11:00 Hrs

Read this tender document thoroughly.

कृपया टेंडर डॉक्यूमेंट को ध्यान से पढे

Only tender submitted online will be accepted.

VALIDITY OF THE OFFER – 150 days from date of opening of tender.

Note : Kindly see all clarification / Corrigendum on website & Read carefully before submission of bid & ensure that all documents submitted are fully authenticated by the authorized signatory.

 Signature of the Bidder with seal

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT

BILASPUR 495001

From:
AGM (NP-CFA)
O/o GMTD,
BSNL BILASPUR

To,
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.....
.....
.....

L.No: T-016/Ofc-Mtc./NOFN/Katghora/17-18/07 Date 30-12-2017

Sub: - Tender document for SLA Based comprehensive Maintenance of Optical Fiber cable (OFC) & Other Network Elements as defined in Scope of work, for Block Katghora in SSA
Tender No T-016/Ofc-Mtc./NOFN/Katghora/17-18/07 Date 30-12-2017

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

AGM (NP-CFA)
O/o GMTD BSNL Bilaspur

 Signature of the Bidder with seal

Section 1

DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

NIT No W-1-1/NIT/Tender/GMTD-BIL/17-18/13 Date 30-12-2017

1. Digitally signed e-bids are invited on behalf of CGM BSNL CG Telecom Circle RAIPUR for SLA Based comprehensive Maintenance of Optical Fiber cable (OFC) & Other Network Elements as defined in Scope of work for **Block Katghora** in SSA Bilaspur for one and half year as per detail below:-

S.No	Name of SSA	Block/Block Name	Minimum No. of Splicing team @300Km	Total Route length (KM)	Total Estimated Cost for one and half years in Rs.	Cost of tender	EMD (Rs.)
1.	**Bilaspur**	**Katghora**	**1**	**300 Km**	**Rs 2835000/-**	**Rs 590/-**	**Rs 70875/-**

- The evaluation of the tender will be done on the total price quoted in the column e of Price Schedule Section-9 Part-B of the tender document on per km per month basis.
- Maximum no of successful bidders to whom work will be awarded will be only one.
- However, the work will be awarded to the contractor in phased manner in the Block, in blocks of 300km or fractions thereof, based on the availability of the fund and requirement as per completion of work of NOFN as well policies of BSNL.

The contractor has to deploy minimum one Fault Repair Team for each 300km length.

Note 1: The Approximate Length in Km stated above is estimated and BSNL reserves the right to vary the quantity to the extent of -25% to +25% of above specified quantity without any change in unit price or other terms & conditions.

2.0 **Purchase of Tender Document**: Tender document can be obtained by downloading it from the website www.chhattisgarh.bsnl.co.in following the Link for "E-tenders" or www.tenders.gov.in, official copy of tender document for participating in E-tender shall be available for downloading from (https://www.tenderwizard.com/BSNLKOL

2.1 The bidders downloading the tender document are required to submit Cost of tender form through DD/ Banker's cheque along with their tender bid, failing which the tender bid shall be left archived unopened / rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash) O/o GMTD BSNL Bilaspur", payable at Bilaspur

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from 17.00 Hrs of 30-12-2017 to 17.00 Hrs of 19-01-2018.

3.1 The tender is invited through e-tendering process, hence physical copy of the tender document would not be available for sale.

3.2 The bidding process will be accepted only through E-Tendering platform.

3.3 Once the bidder has submitted his bid through E-Tender, it will be presumed that bidder has understood & accepted all the terms and condition of the tender and no correspondence at later stage will be entertained in this matter.

4. Eligibility Conditions:

The bidders shall fulfill the following conditions for eligibility:-

4.1 Bidders having following qualifications /meeting criteria can participate in the tender. They have to upload copies of the following documents with the tender form:

i. The firm/Company should be registered with the appropriate authorities i.e. Nagar Nigam/Shop & Establishment Act office/Registrar of Firm/ Registrar of Company.

In Case of Partnership firm authenticated copy of the partnership deed. In case of Joint Venture the authenticated copy of the Joint Venture Deed. In Case of Companies authenticated copy of applicable AOA & MOA has to be submitted.

ii. The Business Entity must have PAN registered.Certified copy of PAN Card in the name of Proprietor/Firm/Company/all the business partners in JV or in the name of JV has to be submitted.

iii. The Business Entity must have EPF, ESI as well as GST Registration/ EPF/ ESI for the existing or completed works for which experience is shown in sub-clause v below or any other works of the bidder during same period). Certified copy of these certificates in the name of Proprietor/Firm/JV/Lead Partner of JV has to be submitted.

iv. The Business Entity must have Valid Solvency Certificate of nationalized/ scheduled bank for 40% value of the estimated cost of the Block .The Certified copy of Solvency Certificate from the nationalized/ scheduled bank of the bidder for 40% of the estimated tender cost for Block has to be submitted. The solvency certificate should not be older than six months from the date of issue of NIT.

V. Experience: Experience in terms of monetary value for the OFC maintenance works or nature of works defined in undermentioned paragraph from any licensed telecom provider such as BSNL/ MTNL/ Private Telecom Service provider (Ex-Reliance ,Airtel etc)/Infraprovider/ CPSU(Example-PGCIL,Railtel,ITIetc) as per the following conditions :

Work experience of three years in last 7 seven years(1.04.2010 to 31.03.2017) with amount of works equal to 40% or more of the value of Estimated cost of tender in each year of OFC construction.

OR

Work experience of two years in last 7 seven years (1.04.2010 to 31.03.2017) with amount of works equal to 50% or moreof the value of Estimated cost of tender in each year of OFC construction.

OR

Work experience of one year in last 7 seven years(1.04. 2010 to 31.03.2017) with amount of works equal to 80% or more of the value of Estimated cost of tender in one year of OFC construction.

For Joint Ventures, the experience criteria will be as per 4.3.1(B) and 4.3.1(C) /4.3.2(16.1 and 16.2) of this section.

Note 2: The successful bidders shall have to engage specialized manpower for OFC pulling / jointing/ splicing/Termination of Fibre on FDMS/FDF as approved by Engineer-in-charge.

Note 3: Certified copy of the Experience certificate has to be submitted (which is subject to verification by BSNL at any stage of tendering & contract execution). The Experience certificate should be issued by not below the rank of STS level / Gazetted officer / Chief technical officer of PSU/ government / other licensed telecom service provider, and duly attested by Gazetted officer / Notary. Copy of work order will not be acceptable.

v. Bidder shall have averageannual turnover of 40% of the estimated cost of tender in any three of preceding of the **F/Y years i.e. 2013-14, 2014-15, 2015-16, 2016-17** and shall enclose the annual turnover certificate and Profit & Loss statement duly certified by the CA/company auditors. In support of this, bidders shall submit self-certified copies of the bidder's Balance Sheet, Profit & Loss statement for the "3 completed financial years duly audited if applicable".

vi. Certified Copy of "Power of Attorney", in case a person other than the competent partner / director of the bidder company has digitally signed the tender document. The "Power of Attorney" shall not be older than the date of issue of NIT.

vii. The near relatives of the partners/Directors of the firm/company/JV should not be a working official of BSNL. No Near Relative Certificate has to be furnished as per Section 6(B) Declaration I.

viii. The Business entity or its constituents must not have been debarred from BSNL for participation in tenders. Declaration Certificate of No debar /blacklisted in BSNL from any of the SSA has to be submitted as per Section 6(B) Declaration II.

ix. The Business Entity must have valid ESI Registration. Certified copy of these certificates in the name of Proprietor/Firm/JV/Lead Partner/Partner of JV has to be submitted.

x. The Bidder must have valid labour license of any of the ongoing work. The certified copy of Valid labour license for any of ongoing work has to be submitted

xi. Bidder should have all statutory registrations for following statutory requirement:

GST registration ,

Permanent Income Tax Account Number,

Certificate of Registration with Labour Commissioner for any past works.

Certificate of Registration with ESI for any past works.

Certificate of Registration with EPF for any past works.

The bidder shall enclose attested copies of each of these certificates along with the bid documents failing which the bid will be liable for rejection.

xii. For Joint ownership/ partnership firms

(a) Certificate of incorporation/ partnership deed.
(b) Articles of Memorandum of Association or proprietorship deed of the company

4.2 The bidders shall submit/upload necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. **The photocopies of all documents submitted/uploaded should be attested / certified by the gazetted officer/Notary.**

4.3 Conditions for Joint Ventures (JV)

4.3.1 Contractual Joint Ventures

A) General

In the case of tender by a joint venture of two or more firms or companies as partners, joint venture data must be furnished in the format prescribed (Form 7(I)) along with the documents as mentioned therein. The following requirements shall also be complied with:

a) The tender, and, in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners.

b) In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners

c) A member of JV Firm shall not be permitted to participate either in individual capacity or a as a member of another JV Firm in the same tender.

d) Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members shall be provided in case of a joint venture.

e) The partner In-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture.

f) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).

g) In the event of default by any partner in the case of a joint venture in the execution of his

part of the Contract, the partner In-charge will have the authority to assign the work to any other partner acceptable to the Employer to ensure the execution of that part of the Contract.

h) A copy of the agreement entered into by the joint venture partner shall be submitted.

i) In case the bidder is Joint Venture, the bidder shall submit the following:

a) The Joint Venture Agreement duly notarized indicating:

1. Nomination of one of the members of the Joint Venture to be In-charge or Lead Member. This authorization shall be issued by the legally authorized signatories of all members of the Joint Venture.

2. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3. Each member of the Joint Venture shall be jointly and severally liable for the undertaking of this Contract.

4. The Tenderers to qualify for award of Contract shall submit a written power of attorney authorizing the signatory (ies) of the tender to commit the Tenderer or each member of the partnership or joint venture. In case of Foreign Partners, Power of Attorney(s) and Board Resolutions confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly notarized by the notary public in the country of origin and stamped by the Indian Embassy/High Commission.

5. Each page of tender shall be signed by the authorized signatory of the tenderer. Power of Attorney in favour of the signatory will be required to be furnished.

6.Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the tenderer to the Employer.

B) Experience/Technical Eligibility Criteria:

Each of the partners must have the experience related to OFC or similar work defined above or must be owner of the machineries, tools & testers utilized for underground OFC works. However, all the partners should jointly meet at least 100% of the qualifying criteria mentioned at para 4.1(v) of section 1 part A.

C) Turnover/Financial Eligibility Criteria:

The turnover of the JV firm or the turnover of individual constituent firm should meet the criteria given in clause 4.1(v) of section I i.e. the turnover criteria.

4.3.2 Equity Joint Ventures (JV)

1. Separate identity/ name shall be given to the Joint Venture Firm.

2. Number of members in a JV Firm shall not be more than three.

3. A member of JV Firm shall not be permitted to participate either in individual capacity or a as a member of another JV Firm in the same tender.

4. The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

5. EMD shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

6. One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm..

7. A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU format is enclosed along with the tender.)

8. Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

9. Approval for change of constitution of JV Firm shall be at the sole discretion of the BSNL. The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

10. Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

11. On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, etc. shall be accepted only in the name of the JV Firm and no splitting of Guarantees amongst the members of the JV Firm shall be permitted.

12. On issue of LOA (Letter Of Acceptance),an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered Before the Registrar of the Companies under Companies Act or before the Registrar /Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the BSNL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit

(EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have , inter-alia, following Clauses:

12.1 Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the BSNL for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the BSNL during the course of execution of the contract or due to non-execution of the contract or part thereof.

12.2 Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

12.3 Governing Laws- The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

13. Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

14. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other Members and that of the BSNL in respect of the said tender/contract.

15. Documents to be enclosed by the JV Firm along with the tender:

15.1 In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:

(a)Notary certified copy of the Partnership Deed,

(b)Consent of all the partners to enter into the Joint Venture Agreement on stamp paper of appropriate value (in original).

(c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

15.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:-

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is imposition of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

15.3 In case one or more members is/are limited companies, the following documents shall be submitted:

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

15.4 All the Members of JV shall certify that they are not black listed or debarred by BSNL or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or the JV Firm in which they were/are members.

16. **Credentials & Qualifying Criteria:** Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria:

16.1 **Experience/Technical Eligibility Criteria**:

Lead Member of the JV Firm must have satisfactorily completed in the last seven years, one similar single work for a minimum of 35%of advertised value of the tender. The other members shall have a share of not less than 20% each. However, all the members should jointly meet at least 100% of the qualifying criteria for similar single work.

16.2 **Turnover/Financial Eligibility Criteria :**

17 The turnover of the JV firm or the turnover of individual constituent firm should meet the criteria given in clause 4.1(v) of section I i.e. the turnover criteria.

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5. Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

(a) The EMD @ 2.5% of the estimated cost of work.

(b) Demand Draft OR Banker's cheque OR FDR drawn in favour of "AO (CASH) O/o GMTD Bilaspur", payable at BILASPUR Issued by nationalized / Schedule Bank.

(c) Bank Guarantee from a scheduled bank drawn in favour of "AO (CASH) O/o GMTD Bilaspur", it should be valid for 180 days from the tender opening date. **The contact details like, valid official email address, valid mobile no., valid telephone no. as well as valid fax no. of issuing branch as well the address of the issuing branch must be mentioned on the PBG.**

5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

Note 4: The bid, which is not accompanied by the requisite bid security, shall be liable to be rejected. Tender will not be accepted/received after expiry date and time. The GMTD

Bilaspur, reserves the right to reject any or all tenders without assigning any reason what-so ever.

6. Date & Time of Submission of Tender bids: 20-01-2018 up to 11.00 Hrs.

Note 5: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. Clarification for the tender document / Pre-bid meeting :

7.1 Bidders may seek clarifications in writing to The AGM (NP-CFA) O/o GMTD BSNL Bilaspur (the official nominated for this purpose) within 10 days of publication of tender document in regards to the tender documents, works mention and methodology for submitting the tender document.

7.2 A pre bid meeting may be held if required, with permission of competent authority and will be notified separately. The purpose of the meeting will be to clarify the issues raised by the bidders. No request for clarification will be considered thereafter.

7.3 Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses by this office will be available on E-tendering platform. Any modifications of the Tender Document which may become necessary as a result of the Pre-bid Meeting shall be made exclusively through the issue of an Addendum / Corrigendum and not through the Minutes of the Pre-Bid Meeting. The Minutes of the Meeting as described above and the Addendum / Corrigendum, if any, will be uploaded on E-tendering platform only and it shall become part of the contract documents. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a tenderer.

8. Online Opening of Tender Bids on date 20-01-2018 12:00 PM

8.1 Place of opening of Tender bids: Chamber of AGM (NP-CFA) 2nd floor GMTD BSNL Bilaspur.

8.2 The tenders will be opened through 'Public Online Tender Opening Event (POTOE)'. 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.

8.3 In addition authorized representatives of bidders (i.e. vendor organization) can attend the TOE at 2nd floor O/o AGM (NP-CFA) where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

9. Tender bids received after due time & date will not be accepted.

10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11. BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. The bidder shall furnish a declaration in his tender bid 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 the website in the format provided under Section 6.

13. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note 6: All documents submitted in the bid offer should be in English/Hindi. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 7: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

Note 8: Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

SECTION- 2
Tender Information

1. **Type of tender- :E-Tender**: Single stage bidding, two stage opening using two-Electronic form System.

   Note 1:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. **Bid Validity Period** / **Validity of bid Offer: 150** days from the tender opening date.

3. The tender invited under two Electronic form System, the first electronic form will be named as techno-commercial & will contain scanned digitally signed documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd electronic form will be named as financial Bid containing financial quote.

3.1 These electronic form shall contain the following documents:-

(a) Electronic Techno-commercial form shall contain:-

i) EMD as mentioned in NIT.

ii) Cost of the tender documents i.e. tender fee.

iii) Digitally signed Document(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of Section1 Part-A of the DNIT-**Eligibility Conditions; Bidder must submit / upload attested copies with the tender form: As per Clause 4 of Section 1 Part-A (DNIT).**

iv) Integrity Pact as per proforma given 7 (h) duly filled & signed.

v) Clause by clause compliance/ No deviation statement as per proforma given 7 (c) & 7(d) of section 7 duly filled & signed.

vi) Bidder's Profile & Questionnaire duly filled & signed.(sec-8) .

vii) Undertaking & declaration duly filled & signed. (Sec-6).

viii) Digitally-signed Tender document, for having read it & accepted it. (The submission of E-bid and uploading of section 9 Part-A as per the check list will be considered as submission of tender document. Scanning & uploading of tender document is not necessary. However vice-versa will be treated as non-responsiveness.)

ix) Tender / Bid form-Section 9 Part A duly filled & signed.

(b) Electronic Financial form shall contain:

i) Electronic Form- financial bid (Section 9 Part–B)

3.2 The following documents are required to be submitted offline (i.e. Offline submissions) to AGM (NP-CFA) 2nd floor O/o GMTD Bilaspur on or before the date & time of submission of bids in a sealed envelope.

1) EMD – Bid security original DD/BANK GUARANTEE and annexue-1 of Bid Form Section 9 Part-A or MSME Certificate (If applicable).
2) Tender Form cost original DD or MSME Certificate (If applicable).
3) Certified copy of Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
4) Integrity Pact
5) Certificate of having no relatives working in BSNL on a Non Judicial stamp paper
6) Certificate of not debarred /blacklisted in BSNL from any of the SSA on a Non Judicial stamp paper.
7) Certified copy of Solvency Certificate.
8) Certified copy of Turn over Certificate.
9) Certified copy of Experience Certificate.
10) Duly filled and signed Annexure-1 of section 9 Part A.

Note 3: The envelope shall bear the tender enquiry number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

Note 4: Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

Note 5: Bidders failing to submit above mentioned document at sl no 1 and sl no 2 offline, their bids will be rejected out rightly without assigning any reasons.

4. Not Applicable.

5. Payment terms: - As per clause 14 of Section 5 Part-A and Schedule C of Section 3 part A

6. Period of contract:- One and half year from the date of agreement , can be further extended for another six months with mutual consent.

7. Consignees / **Area of work: -** as per section 3 part-B**.**

8. Complaints regarding failure to upload online tender documents due to any reason of network or website after opening of tender will not be entertained.

SECTION- 3 Part A

SCOPE OF WORK AND JURISDICTION OF CONTRACT

SCOPE OF CONTRACT:

SSA is a unit of CG TELECOM Telecom BSNL (A Govt. of India Enterprise), responsible for the maintenance of **Optical Fiber Cable** network and systems in Block of SSA . The OF cable is generally laid along the side of the Road (National Highways, State Highways, Municipal Corporation, Rural roads) to connect Telecom Installations and various network elements in BSNL.

Tenders are invited from reputed, qualified, experienced and financially strong Firms / Agencies for comprehensive maintenance of OFC network of 12F/24F/96F/288F routes & other Works as defined in the Scope of Work in the tender at appropriate places "

The maintenance activity mainly consists of:

i) Preventive maintenance of OFC routes
ii) Corrective maintenance of OFC routes
iii) Scheduled and planned Maintenance of OFC routes etc.
iv) Improvement of technical parameters of Network
v) Collection of GPS coordinates and mapping them on MAP.

This scope and specification covers the (1) preventive maintenance, (2) break down corrective maintenance (3) scheduled and planned Maintenance (4) improvement of network parameters as required (5) collection and mapping of GPS data of network elements to be carried out by the contractor for OFC routes of Block. The route index drawings will be provided to the contractor by BSNL during the currency of the maintenance contract ONCE. However, the locations of the cable as reflected in the drawings/ details are indicative only and it is the responsibility of the contractor to determine the actual location along the routes & HANDOVER UPDATED DOCUMENTED DETAILs of the Network to NEXT CONTRACTOR at the end of currency of the CONTRACT. At certain sections multiple OFC cables have been laid on the same trench/ other side of the road. The bidder is required to visit the sites and ascertain the geographical conditions and its latest status. In view of road widening, some portion of OFC has come under tar surface of the road and at some place OF cable has been drawn on overhead temporarily.

The contractor can be asked to work in any other Block of **Bilaspur SSA** at the rate approved for that Block in case of any exigency.

The detailed scope of contract is as under:

1. Preventive Maintenance:

1.1 The primary focus is to **avoid the occurrence of OFC cuts/damage due to any activity by any person or agency or due to natural reasons for which contractor has to employ route patrolling & other innovative method.**

1.2 Contractor has to keep good rapport and co-ordination with the all Government and Non-Government bodies/ authorities and also farmers/ land owners to collect their plan of activities for the routes on weekly basis, which may prevent damages to the OF Cables.

1.3 There shall be one patrolling team per stretch for distances up to 100Km cable route, for patrolling the allotted stretches. Route length shall be in physical road length and not OFC

length. The exact route length shall be ascertained by the Contractor after conducting a Joint inspection /Survey along with the designated officer of BSNL. The survey report shall be duly signed and submitted by the designated authorities from both the parties with in 10 days from the date of LOI. The Contractor shall deploy the following manpower along a route of 100 Km for patrolling:

a) 1 No. of Patroller with Motorcycle/Four wheeler.
b) 1 No. of Reliever for Patroller.

1.4 Contractor shall arrange trained manpower to replace any regular member of the patrolling team who may be absent on grounds of sickness/leave/emergency or as the case may be. Under no circumstances shall any stretch of the OFC route be left unpatrolled on any grounds whatsoever.

1.5 The Patroller of the Contractor has to patrol entire section at least once in three days, irrespective of Sundays/ holidays. However the contractor shall carryout the additional patrolling whenever it is necessary as per the actual site conditions. The patrolling timings shall vary as per the actual requirements. The patrolling teams have to be vigilant in respect of OFC routes where road expansion/construction activates are in progress.

1.6 The patrolling teams shall be available on 24 hours basis on all the days in a week on Mobile phone for information about any potential activity that may cause damage to OFC along the route.

1.7 The patrolling team shall have two mobile phone connections from different service providers, Out of which one shall be from BSNL. This is required for ensuring the uninterrupted communication during unforeseen situations.

1.8 The patrolling team shall call from predetermined landline telephone numbers in-route to the designated officer of BSNL, for informing that the patroller has reached the locations and also to brief the events noticed during patrolling.

1.9 While patrolling, the Patroller has to keep a close watch on the OFC as well as activities
going on around it and make all necessary observations. The Contractor shall also closely
liaison with the following authorities so as to update himself with the proposed works
that may be executed by them in near future. The Contractor shall safeguard BSNL OFC against any signs of damage or potential damages, which is required to avoid OFC cuts that may arise during the execution of works by those authorities/ agencies. The Contractor shall take suitable recautionary steps in consultation with designated officer of BSNL ahead of time, such as re-routing of OFC either underground or overhead, providing additional protection to the existing alignment etc. The activities which are likely to cause damages to OF cable are as under:-

i) National Highway works such as widening of roads, embankment works, major bridge, sub-way, Flyover, culvert works and tar melting work on the cable routes, which may cause damage to the cable.
ii) State Highways, R&B Departments as mentioned above.
iii) Water Supply Department works may trench on our cable route and as such extreme care is to be taken.

iv) Railway department works such as construction of over bridges / under bridges,etc.
v) Forest department works, such as plantation / removal of trees on the cable routes, which may cause damage to cable.
vi) Electricity board works like trenching on our cable routes, erection / removal of electricity boards posts on cable routes, etc.
vii) Other Telecom Operators activities like trenching, HDD (Horizontal Directional Drilling), erection of Telegraph posts etc., and the like by other local telephone/BSNL working parties.
viii)Any and all Central / State / District / Municipal / Local / Panchayat / Political/Authorities / Agencies / Bodies, etc.
ix) Putting up of pandals, by social organizations in connection with the visit of VIP meetings and functions.
x) Digging wells / pump sets by private parties near the brim of the Highways.
xi) Works carried out like storm water drain, diversion of rain water on the Highways concerned, by Village Panchayat and Municipal Authorities of the area.
xii) Excavation / Renovation work being undertaken by private land owners through which BSNL OFC is passing.

1.10 Contractor has to keep a good rapport and effective coordination with local bodies/ agencies
including those mentioned above, of their proposed activities which may pose a threat to the
OFC. On receipt of any such information the Contractor must immediately inform the designated officer of BSNL and undertake all precautionary measures that will prevent any harm or damage to the OFC.

1.11 If the Patroller observes that work is being carried out in and around the OFC route alignment by any Contractor/ Individuals, he must take charge of the situation, take preventive action immediately and inform the designated officer of BSNL. He must proceed on his further patrolling duties after handing over charge of the situation to a Reliever from the Contractor‟s team.

1.12 Contractor also has to ensure that, the Route indicators already placed at regular intervals along the routes are not stolen. The missing/ damaged indicators if any shall be planted by the contractor as per BSNL specifications for which the indicators will be supplied by BSNL.

1.13 In certain situations where the weather does not permit patrolling by motor cycle, then a vehicle/ public transport shall be engaged for the purpose of patrolling.

1.14 By Walking along the path where overhead OF cable is laid, the condition of the overhead OF cable shall be monitored. In case of any sagging of the over head alignment, immediate action shall be taken by the contractor to correct it as per the advice of designated officer of BSNL.

1.15 Contractor has to maintain Management Information System (MIS) reports on a regular basis as per BSNL approved formats and will submit to the designated officer of BSNL within the specified time limits.

1.16 The Patrolling Team shall record it"s observations in the register kept at BSNL designated locations and shall also convey the same to respective designated officer of BSNL.

1.3 Route length shall be in physical road length and not OFC length. The exact route length shall be ascertained by the Contractor after conducting a Joint inspection /Survey along with the designated officer of BSNL. The survey report shall be duly signed and submitted by the designated authorities from both the parties within **10 days from the date of LOI.**

1.4 The Contractor shall be constantly in touch with the following authorities so as to update himself with the proposed works that may be executed by them in near future. The Contractor shall safeguard BSNL OFC against any signs of damage or potential damages, which is required to avoid OFC cuts that may arise during the execution of works by those authorities / agencies. The Contractor shall take suitable precautionary steps in consultation with designated officer of BSNL ahead of time, such as **re-routing of OFC either underground or overhead,** providing additional protection to the existing alignment etc. The activities which are likely to cause damages to OF cable are as under:-

i) National Highway works such as widening of roads, embankment works, major bridge, sub-way, Flyover, culvert works and tar melting work on the cable routes, which may cause damage to the cable.
ii) State Highways, R&B Departments as mentioned above.
iii) Water Supply Department works may trench on our cable route and as such extreme care is to be taken.
iv) Railway department works such as construction of over bridges / under bridges, etc.
v) Forest department works, such as plantation / removal of trees on the cable routes, which may cause damage to cable.
vi) Electricity board works like trenching on our cable routes, erection / removal of electricity boards posts on cable routes, etc.
vii) Other Telecom Operators activities like trenching, HDD (Horizontal Directional Drilling), erection of Telegraph posts etc., and the like by other local telephone / BSNL working parties.
viii) Any and all Central / State / District / Municipal / Local / Panchayat / Political Authorities / Agencies / Bodies, etc.
ix) Putting up of pandals, by social organizations in connection with the visit of VIP meetings and functions.
x) Digging wells / pump sets by private parties near the brim of the Highways.
xi) Works carried out like storm water drain, diversion of rain water on the Highways concerned, by Village Panchayat and Municipal Authorities of the area.
xii) Excavation / Renovation work being undertaken by private land owners through which BSNL OFC is passing.

2. Corrective Maintenance:

2.1 The OFC cuts can happen due to the activities of various agencies as listed at clause 1.5 above or due to any other reason. In spite of the efforts of the contractor to prevent the cable cuts, if cable cuts occur, the contractor shall restore the fault within the permissible time period as specified at clause 12 under SLA. The fault restoration shall be done on a permanent basis.

2.2 However it may not be practical to do permanent restoration of all cases. Wherever it is not able to restore the fault permanently, temporary restoration can be resorted to avoid traffic loss at contractor's own cost and permanent restoration can be done subsequently by the contractor.

2.3 The corrective maintenance activities to be carried out by the contractor are broadly classified as under:

a) Localization of OFC break.
b) Obtaining permissions from the concerned local authorities.
c) Excavation of earth to expose cable for fault rectification.
d) Identification of broken OFC ends and laying additional OFC.
e) laying of required length of OFC with protection wherever required.
f) testing of fibers.
g) Preparation of jointing pit and back filling of pit with Sand, soil etc.
h) Splicing of cable.
i) Protection arrangement for OFC joint.
j) Planting of cable Route indicators and Joint indicators.
k) Final Testing of OFC splices loss at the joint from the terminal station using power meter.
l) Final updating of route index diagrams.
m) The vendor should take the detailed link budget for all routes from BSNL at start of contract and should show at least 10 % improvement in each section.

2.4 On receipt of information of OFC fault, the Fault repair team (FRT) shall move immediately for locating and rectifying the fault as per the response time specified at clause 12.0, under SLA. The working fibers shall be restored first, followed by others. Sufficient labour shall be engaged for speedy restoration.

2.5 After attending the fault, and ensuring the splice loss is within limits as specified above, the route index diagram shall be updated by incorporating the new details like OFC coils used at the joint and other locations. The specification of OFC splicing work is furnished at ANNEXURE-3.

2.6 Response time is the time taken by the Contractor to mobilize (set in motion) all the necessary resources (like materials, labour and equipment) required for attending the fault. It shall be maximum half-an-hour from the time BSNL so advises. And the intimation to the contractor will be through SMS/ E-mail/ fax/ telephone.

2.7 Restoration of all systems / fibers in the OF cable shall be ensured within 8 hours and in extreme cases only where the permanent restoration is not possible immediately, temporary OH restoration shall be made within 4 hours with the approval of BSNL.

However, permanent restoration shall be done during night hours after getting maintenance shut down within 10 days of temporary restoration. The RID will be provided by BSNL team for above work. The contractor has to submit a detailed report regarding the cause of fault, restoration details within 24 hrs to the designated officer of BSNL.

2.8 During the corrective action by the contractor, in case other service cables/utilities like existing OFC, local telephone copper cable, water pipes, electricity cables, any other pvt./ public Property etc. are damaged, the penalty/ compensation if any, shall be borne by the Contractor only. The restoration of all such damages caused will be rectified immediately by the contractor at his own cost. However this shall not hamper the BSNL OF cable restoration activity.

2.9 The route index diagram with offset, along with route and joint indicators etc., details shall be prepared and updated immediately after the rectification of O F cable fault by the contractor.

2.10 **Damages/ Theft of O F cables**: - Incident Report for all damages/ theft of O F cables shall be submitted by the Contractor to the concerned Police station through the designated officer of BSNL and photos taken immediately on the spot and submitted to BSNL. FIR shall be taken from concerned police station and submitted to THE DESIGNATED OFFICER OF BSNL. The contractor shall own a camera with a provision for date and time stamp for the photos taken. The necessary documentation required and compiled by the Contractor including investigation report is to be submitted to the DESIGNATED OFFICER OF BSNL.

2.11 If any service rendered by the vendor is found defective or abnormal delay, the same shall be got completed from outside or BSNL source and the cost of any such work made by BSNL shall be deducted from the amount payable to the contractor.

3. Scheduled Planned Maintenance:

3.1 The scheduled planned Maintenance is a planned activity for improving the quality of fibers in a OF cable for bringing the overall section loss within the permissible limits. The standard OF section loss specified per KM is 0.3 dB at 1550nm. The standard splice loss is specified as < 0.1dB for all joints/ tapings. The fibers in a section shall have continuity from end to end. This planned activity is required to be done at the discretion of by BSNL.

3.2 The planned maintenance activity shall be carried out with prior approval of designated officer of BSNL. The shutdowns for carrying out the activity will be permitted by BSNL generally during **00:00 to 05:00** hours only on Saturdays and Sundays. But only in exceptional cases where the designated officer of BSNL is satisfied the shutdown will be given during day hours.

3.3 The scheduled planned activity caters to the following activities:-

a) Check for rectification of fault to avoid repeat faults.
b) Protection for the exposed OFC due to various reasons.
c) Laying of OF cable on overhead for the sections, identified by BSNL.
d) Cable exposed due to soil erosion.
e) Re-splicing of fibers for improving the fiber performance.
f) Verification of route and joint indicators.

3.4 The fiber loss measurements shall be taken and submitted to the designated officer of BSNL by the contractor as specified under clause 4.2 (Submission of Reports).

3.5 **ALLIED ACTIVITIES:**

j) Transportation of Materials: The materials required for executing the work entrusted to the contractors against a work order shall be made available at GMTD Store Bilaspur. The contractor shall be responsible for transporting the materials, to be supplied by the department of 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.

ii) Disposal of Empty Cable Drums: The contractor shall be responsible to dispose off the empty cable drums after laying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.

iii) It shall be obligatory on part of the contractor to dispose off the empty cable drums at his/their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/were issued or from any other amount due to the contractor or the Security Deposit.

iv) The contractor shall not be allowed to dump the empty cable drums in Govt./Public place which may cause inconvenience to the department / public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Department shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the bill/security deposit/any other amount due to the contractor.

v) Supply of Materials: There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, 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.

4. Route improvement/ Expansion work

4.1 The route improvement/expansion work has to be taken by the contractor on the direction of EIC. The work will broadly require the laying of the PLB, protection pipes, RCC, cable pulling jointing, fixing of route indicator, splicing etc. as per below mentioned specifications. For this detail work orders will be issued and payment will be made as per the rates approved on the bidding.

4.2 The optical Fiber Cable is laid through PLB Pipes burring at a nominal depth of 165 cms. The steps involved in OF Cable construction are as under:

i) Excavation of trench up to a nominal depth of 165 cms., according to Construction specifications along National/State Highways/other roads and also in city limits as mentioned in the notice inviting tender.

ii) Laying of PLB pipes/coils coupled by PLB sockets in excavated trenches, on bridges and culverts, drawing of 6mm Polypropylene para pro rope (P.P. rope) though the PLB pipes/coils as per Construction Specifications and sealing of PLB pipe ends at every manhole by PLB end caps of suitable size.

iii) Providing of mechanical protection by R.C.C. Pipes/GI Pipes and/or concreting /chambering according to construction specifications, wherever required.

iv) Fixing of GI Pipes/troughs with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/through, wherever necessary.

v) Back filling and dressing of the excavated trenches according to construction specifications.

vi) Opening of manholes (of size 3 meters x 1 meters x 1.65 or 3 meters x 1 meters x 1.20 meters depth), replacing existing 6mm P.P. ropes by 8 mm P.P. rope (from manhole to manhole) for ensuring smooth passage for pulling the cable. Pulling of Optical Fiber Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the PLB pipes, putting, putting split PLB pipes and split RCC pipes with proper fixtures over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.

vii) Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilometers of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-case jointing chamber of internal of 1.2 meter filling of jointing chamber with clean sand, placing either pre-case RCC cover or stone of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.

viii) Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms., fixing of route indicator/joint indicator, concreting and back filling of pits. Painting of route indicators with yellow colour and joint indicator by red colour and sign writing denoting route/joint indicator number, as per construction specifications.

ix) Splicing of OF cable and making terminations at the exchanges/BTS containers as per norms of BSNL by fitting of OF cable through green pipe with proper protection and end to end testing of fibers. Splicing loss should not be more than 0.4 db per kilometer.

x) Documentation.

5. Collection and mapping of GPS data of network elements:

The bidder is required to collect all the relevant data for GPS mapping of joints, routes and specific landmarks on the route index diagram (RID).

6. THE CONTRACTOR'S OFFICE:

6.1 The Contractor's office shall be equipped with the following facilities within 7 days from the issue of LOI:

- Fax,
- Land line,
- E-mail facility with PC
- Mobile
- GPS coordinates of all offices & locations of team

The contractor's office should be located at SSA headquarter/as directed by GM GMTD, however for operational convenience it is preferable that the contractor may have multiple offices in route as per the area defined in tender, falling under the jurisdiction of GM SSA .

6.2 SUBMISSION OF REPORTS:

The contractor shall be responsible for submitting regular reports consisting of -

a. Weekly report on activities.
b. Weekly stock position report for the inventory issued by BSNL.
c. Monthly report of faults
d. Monthly report on spare fiber loss with OTDR
e. Quarterly report on spare fiber loss using Power meter.
f. The special reports consisting of Splice loss details, OTDR report of all fibers in a cable, total loss report for a section of the cable using Power meter.

7. DETAILS OF MANPOWER TO BE DEPLOYED FOR:

7.1 The Contractor shall deploy Manpower for the following works:

a) Preventive maintenance.
b) Corrective Maintenance.
c) Scheduled and planned Maintenance.
d) Network Improvement initiatives.
e) GPS Coordinates collection for network elements.

- The Manpower details are furnished in Para A) of **Annexure- 1**.

7.2 BSNL shall be represented by the following Manpower for day to day interaction with the contractor.

- JTO/SDE/DE: Person responsible for a portion of the route/routes.
- GMTD/TDM: Final authority for the routes in his sub region.

However, The BA Head will be the overall in-charge for addressing any unresolved issues.

7.3 After award of the contract, within 7 days, Contractor has to furnish the information about their staff i.e. name, designation, contact mobile / landline phone numbers, office and residence address at various locations.

7.4 BSNL shall give the names, designations, mobile / landline, e-mail, FAX Nos., of BSNL staff responsible for each section of O F routes to the Contractor before commencement of the contract.

7.5 Supervisor:

The Contractor shall depute a supervisor for the awarded work, who shall coordinate and manage all the maintenance activities. He shall keep a daily liaison with THE DESIGNATED OFFICER OF BSNL. The Supervisor shall have at least 3 years of experience in OFC construction/maintenance works. BSNL will issue an entry pass to the supervisor for entering BSNL premises for taking tests on OF cable whenever it so required. However for taking tests at unmanned stations, the designated officer of BSNL will have to be contacted for making necessary arrangements.

8. The contractor shall not employ any working or retired official of BSNL/ DOT. A certificate to this effect shall be furnished by the contractor.

9. MATERIALS: Materials will be made available at GMTD Store Bilaspuer

9.1 Issue of material by BSNL: All the essential critical materials will be issued by BSNL for stocking with the Contractor as and imprest stock per FRT (Fault Repair Team), which will be replenished as per consumption. The contractor shall be responsible for the safety of the materials. The transportation from BSNL GMTD Bilaspur to be arranged by the Contractor at his own cost. The maximum quantity of items that can be issued are as below:

Sl No	Item	Quantity
1	OF cable 6F/12 F/24 F/48F/96F/288F	1 Km
2	PLB pipe along with accessories	500m
3	Patch cords (5m, SC type)	6 Nos.
4	Pig Tails	10 Nos.
5	Couplers for PLB duct	10 Nos.
6	Simple Plug	10 Nos.
7	End Plug	10 Nos.

8	Joint Closures(SJC/BJC)	4 Nos.
9	Splicing sleeves	200 Nos.
10	RCC pipes – 150 mm dia (1m length) half cut/ full	10 Nos.each
11	GI pipe – 110mm dia.(6m)	2 Nos.
12	Route Indicator	4 Nos
13	Joint Indicator	4 Nos
14	Splice chambers (split type)	4 Nos

NB: **The Quantity of above material is only indicative, however, the actuals will be finalized at the time of award of contract the award of contract**.

9.2 It shall be the responsibility of Contractor to maintain adequate (at least 50%) stock of above at his location and replenish items before depletion. For this purpose, Contractor shall send requirements by the 1st day of every month, in the prescribed format**.** BSNL will make the materials available to the contractor within 15 days of receiving the request from the Contractor.

9.3 For the materials listed under this clause, Contractor shall maintain a record register on replenishment and consumption, with date and countersigned by the designated officer of BSNL on each incidence of consumption (Fault restoration)/ replenishment.

9.4 In case BSNL is not able to supply the material the contractor is liable to supply the following essential materials from his own arrangement. The contractor is also liable to keep stock of these quantities is readily available all the time during the period of contract & may or may not be asked to supply the same to BSNL. BSNL is not liable to pay any amount to the contractor in case the material is not used by BSNL. All the material supplied should meet the TSEC/QA/GR specification as conveyed to the bidder by the SSA / BA Heads. The material so utilized from Contractor's arrangement from market will be replenished or cost will be reimbursed to the contractor as per average procurement rates of the same item in BSNL's Circle Store Depot

1	Supply of New 24F OFC.
2	Supply of New PLB pipes with accessories
3	Supply of SJC/BJC

10. Re-laying of OFC routes:-

Contractor is expected to relay the OFC route including laying of PLB pipes, pulling OFC and jointing of the cable in order to maintain the SLA parameters. There will be no separate costs to be paid by BSNL for relaying work of PLB pipe including OFC pulling, splicing, termination of cable and testing etc under this condition. For ensuring this responsibility the required activities and their standards are given in table below:

S. N.	Description of activities for relaying work of OFC routes as per standard specifications of BSNL. However no extra payment will be made for these activities**.**
1	Excavating trenches up to a depth of 165 cms in urban area and back filling the excavated trenches after laying the PLB pipe with or without protection.

2	Laying of PLB Pipes / Coils, coupled with sockets and drawing 6 mm PP rope.
3	Opening of Manholes, replacing 6 mm PP Rope by 8 mm PP Rope, Pulling of O.F. Cable of any size, Sealing of PLB pipes by Rubber Bushes in Manholes, providing RCC Split Pipes in Manhole/Back filling of Manholes.
4	Excavation by JCB in exceptional circumstances (hours)
5	Digging Of Pit For Jointing Chamber, Supply & Fixing Of Pre-Cast RCC Chamber, Filling Of RCC Chamber With Clean Sand, Placing Of Pre-Cast RCC slabs on RCC chamber, and back filling of jointing pit.
6	Road/Rail Crossing through horizontal boring(HDD) method and inserting 65/40 dia G.I. Pipes and Pushing PLB Pipes/coils inside and drawing 6mm PP rope.
7	RCC (27 CM*27CM) Cement Concrete work on bridges/ culverts wherever OFC exposed (RCC 1:2:4)
8	Laying of overhead OFC on poles including messenger wire with material excluding OFC.
9	Route indicator , fixing with RCC painting and sign writing
10	Route indicator Supply

11. MATERIALS EQUIPMENT SUPPLIED / PROVIDED BY THE CONTRACTOR:

11.1 The list of equipments and materials and civil items which shall be owned by Contractor and available with Contractor during the contract agreement period is as per lists at (i) and (ii) in Annexure**-1**.

11.2 The tools and equipment will be provided by BSNL.

12. The transportation of material / man will be the responsibility of the contractor.

13. INSPECTION AND TESTING:

a) For inspection of the works carried out by the contractor, BSNL will depute suitable officer.

b) All results of inspection and test results will have to be recorded in the inspection reports, Proforma of which shall be approved by BSNL.

14. EXAMINATION OF WORK DURING PREVENTIVE MAINTENANCE:

The Contractor shall give advance notice to designated officer of BSNL, whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement, in order that the work may be inspected or that correct dimension may be taken before being so covered, placed beyond reach of measurement. In default of such notice, the same shall, at the option of BSNL or its representative, be uncovered and measured at the Contractor's expenses. The work shall again be covered up at the Contractor's expenses.

15. Service Level Agreement hereinafter referred as SLA.

Contractor shall ensure the following SLAs:

a) The permissible/unavoidable OFC cuts shall be within **15** cable cuts per month.
b) The fiber loss shall not exceed **0.05 dB** per each splice.
c) The mean time to repair (MTTR) OFC cut shall be within **8** Hours (averaged over a month from the time of OFC cut occurrence).
d) However in total faults in a month, 90% of the OFC cuts shall be attended in 6 Hours and 5% cuts are permitted up to 10 hours and 5% cuts are permitted up to 12 hours.

16. Payment of ROW charges: - Contractor shall be responsible for obtaining approval at his own cost from civic authorities like Municipal Corporation, Development Authorities, Electricity department PWD, NHAI and any other concerned authority as required for carrying out the repair. However, the demand note towards right of way (RoW) or compensation charges, if any will be paid by BSNL/BBNL.

17. Arrangement for communication and response mechanism/Establishment of control room/call centre.

A) <u>Arrangement for communication and response mechanism for contractors and their team</u>.

1. The BSNL and BBNL have their system of OFC fault and alarm generation through network operating Centre (NOC) Bangalore.
2. The contractors finalized will be given access to websites linked to NOC for viewing the status and alarms for failures directly. In addition they will be given SMS/e-mail and mobile app based messages and status reports.
3. They can submit online compliance response through all such nodes as Telephone/SMS/Web/Applet based applications, after restoration of OFC media.

B) <u>Establishment of control room/call centre</u>.

1. A call centre and control room at **Katghora** is to be established for all contractors under this tender.
2. All the contractors will have to share the expenses of call centre on the equitable basis proportionate to their awarded work.
3. Later on this call centre will be outsourced to the group of contractors, on cost sharing basis subject to mutual discussion.
4. Access of call centre to users/customers by SMS/mobile/applet.
5. Financial implication:

i. The control room/call centre will have three positions of computer terminals with broadband access and power supply backup.
ii. BSNL will provide a space initially for control room/ call centre at Katghora, later on it may shift to a rented place.

iii. For manning and operation of call centre there may be operation from 8AM to 8 PM on all seven days with two to three persons.

6. The estimated cost to be shared by contractors of each Block will be Rs.1000/- per month initially, which is subject to review afterwards.

7. The call center will cater to following customers and users ;

   a. Gram Panchayats Customers of Fibre To the Home (FTTH) Services

   b. All Transmission Nodal incharges of all SSAs of BSNL CG Telecom Circle including those incharge of NOFN and BBNL Staff.

   c. Other type of customers on OFC media .

SCHEDULE – B: SLA parameters

Sl.No	Parameter	Permissible range for	Remarks
1	For length in Block for awarded work less than or equal to 1500 km route length, Number of OFC cuts / month.	≤ 10 Number of OFC cuts / month	In case of multiple cables in a trench, each Cable cut is treated as one OFC cut.
	For length in Block for awarded work less than or equal to 1500 km route length, Number of OFC cuts / month	≤ 15 Number of OFC cuts / month	In case of multiple cables in a trench, each Cable cut is treated as one OFC cut.
2	Splice loss per fiber	≤ 0.05 dB	For each splice
3	Mean Time to Repair (MTTR) OFC cuts	≤ 6 Hrs	Up to 90% OFC cuts, the restoration time permitted is < 6 Hrs and for 10% OFC cuts, restoration time permitted is greater than 6 Hrs with overall restoration time permitted is ≤ 6 Hrs for all OFC cuts during a month.

1. Fault shall be intimated over telephone/mobile/Fax/Email of the contractor. During office hours SDE/JTO concerned shall release signed WO copy for each fault. After attending the fault, opening time and closing time of each fault shall be recorded in WO office copy.

2. For faults attended beyond permissible range >6HR, DE shall countersign all such cases in addition to SDE/JTO.

3. For incentive to the contractor DE certificate is must.

4. Office of DE including the SDE and JTO concerned shall be fully responsible for accuracy of measurement of work. JTO, SDE, DE shall give Test Check on 100%, 50% and 10% of value of work done respectively.

5. O/o GMTD SSA /concerned SSA Head shall be responsible for payment accuracy and taxes component, arrived on the basis of measurements recorded by O/o DE concerned.

6. Separate WO shall be issued for ITEMS against clause 9.4 SECTION 3 Part A – Scope of work

Note: For penalty clauses please refer Section 5 Part A clause-17

ANNEXURE – 1: RESOURCES TO BE DEPLOYED BY THE CONTRACTOR

A) MANPOWER AND VEHICLE:

For every 300 Km of OFC route minimum one FRT (Fault Repair Team) is to be provided. The minimum Nos of teams required is mentioned for the Block in the section 1 of NIT .The contractor can deploy more than these number of teams as per the need to meet the SLA requirement. However ordering and billing will be done on monthly per Kilometer rate for SLA maintenance for the length of OFC routes handed over, with initially minimum 300km in the Block:

a) 1 No. of Supervisor.
b) 1 No. of Patroller with Motorcycle/Four wheeler
c) 1 No. of Splicing Engineer.
d) 1 No. Splicing Assistant per splicing vehicle.
e) Adequate no of helpers/ laborers for trenching, laying, preparation of joint pits, closing and reinstatement.
f) Suitable vehicle/ vehicles (BSNL's Logo and Advertisement should be displayed in every vehicle).
g) The intending bidder must own/lease JCB machine either in his name or in the name of firm. The validity of lease should be at least 12 months from the date of opening of Tender. Documentary evidence of ownership of JCB machine if the bidder is owner or certified copy of the lease deed along with the attested copy of ownership documents, in case the bidder is not owner of JCB machine are required to be enclosed with the technical bid and are to be shown in original as and when required.
h) The intending bidder must have minimum Teams with tools and testers for the maintenance work like splicing machine, OTDR, power source and power meter etc. with hard top Utility vehicle either in his name or in the name of firm. Documentary evidence of ownership of tools, tester and vehicle required to be enclosed with the technical bid and to be shown in original as and when required.

In case the manpower specified above is not adequate, the Contractor may engage on the higher side subject to minimum of above.

B) LIST OF EQUIPMENT:

The following items and Equipment shall be arranged by the contractor at his own cost per FRT.

i) **Tool Kit** consisting of:-

Sl No	NAME OF TOOLS	QUANTITY
1	Masonry Tool Kit	As required
2	Nylon Rope 6mm	200 Mtrs
3	Helmets, Gloves, Safety Shoes, Gum Boots	As required
4	Spades, Shovels, Pick-axe, Crow-bar etc.	As required
5	Emergency lights/Torch/Night lamps with capacity suitable for splicing work at night	As required
6	Dewatering Pump	1 No.
7	1 KVA DG set (Portable)	1 No.
8	Digital Camera (with date and stamp facility)	1 No.
9	Small Canvas Tent	1 No.
10	Folding table	1 No.
11	Measuring tape – 5m/ 10m,	1 No.
12	Barricading tape (while executing OF cable restoration works)	Adequate lengths
13	Display boards, night warning lamps(while executing OF cable restoration works)	Adequate nos

NB: - Any other items other than those listed above, if required for execution of the work should be arranged by the contractor.

ii) Testing Equipment/ Meters consists of:

Sl No	Item	Quantity
1	OTDR	1 No.
2	Power Meter	1 No.
3	Power source	1 No.
4	Splicing Machine	1 No.
5	Optical Fiber Tool Kit (including Sheath Cutter, Striper, Cleaver, Ceramic Scissors etc.	1 Set
6	Rodo meter	1 No.
7	GPS Tool	1 No.

ANNEXURE-2 : DETAILS OF THE ROUTE

The route particulars of the OFC proposed for outsourcing is given below.

The routes mentioned below are tentetive and may change while issuing work order

Route details for Block - KATGHORA

Si. No.	SSA	SDCA	STATION A	STATION B	RKM (in kms)
1	BILASPUR	KATGHORA	Katghora Exch	BLOCK OFFICE	2.2
2	BILASPUR	KATGHORA	GANDIHI CHOWK	AKHARAPALI	1.65
3	BILASPUR	KATGHORA	BANKI MONGRA JOINT	ARDA	1.2
4	BILASPUR	KATGHORA	KHODRI JOINT	BATA	5.41

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5	BILASPUR	KATGHORA	BJC JOINT	BELTIKRI	3.18
6	BILASPUR	KATGHORA	BHILAI BAZAR JOINT	BHILAIBAZAR	0.42
7	BILASPUR	KATGHORA	BIRDA	BIRDA	2.17
8	BILASPUR	KATGHORA	BJC JOINT	CHAKABUDA	1.77
9	BILASPUR	KATGHORA	KASHIPALI JOINT	CHHINDPUR	3
10	BILASPUR	KATGHORA	BJC JOINT	CHHURIKHURD	3.33
11	BILASPUR	KATGHORA	CHAKABUDA JOINT	DEVGAON	4.53
12	BILASPUR	KATGHORA	KASHIPALI PANCHAYAT	DEWRI	2
13	BILASPUR	KATGHORA	DHANRAS JOINT	DHANRAS	2.26
14	BILASPUR	KATGHORA	KATGHORA JOINT	DHAWAIPUR	1.25
15	BILASPUR	KATGHORA	DHELWADIH JOINT	DHELWADIH	0.4
16	BILASPUR	KATGHORA	KATGHORA - KORBA JOINT	DINDOLBHANTHA	2.4
17	BILASPUR	KATGHORA	JAWALI	DONGRI	3.17
18	BILASPUR	KATGHORA	DEEPKA - KUSHMUNDA JOINT	DURENA	0.8
19	BILASPUR	KATGHORA	BHILAI BAZAR EXCHANGE	GANDIHI	4.56
20	BILASPUR	KATGHORA	KUSHMUNDA - BATA JOINT	JAPELI	2.88
21	BILASPUR	KATGHORA	JAWALEE JOINT	JAWALI	0.11
22	BILASPUR	KATGHORA	DHAWAIPUR	JENJRA	5.39
23	BILASPUR	KATGHORA	BELTIKRI	JHABAR	2.43
24	BILASPUR	KATGHORA	KHAIRBHAWANA	KANBERI	2.15
25	BILASPUR	KATGHORA	CHAKABUDA	KASAIPALI	1.3
26	BILASPUR	KATGHORA	AKHRAPALI PANCHAYAT	KATSIRA	4.86
27	BILASPUR	KATGHORA	GANDIHI PANCHAYAT TOWORDS BHILAI BAZAR	KESHALA	2.6
28	BILASPUR	KATGHORA	PALI PANCHAYAT	KHAIRBHAWANA	3.92
29	BILASPUR	KATGHORA	KUSHMUNDA TELEPHONE EXCHNAGE	KHODRI	6.01
30	BILASPUR	KATGHORA	JAWALI JOINT	KOLIHAMUDA	3.28
31	BILASPUR	KATGHORA	MALGAON JOINT	MALGAON	0.63
32	BILASPUR	KATGHORA	DONGRI PANCHAYAT	MOHANPUR	6.13
33	BILASPUR	KATGHORA	BJC JOINT	MUDHALI	5.9
34	BILASPUR	KATGHORA	RALIAYA PANCHAYAT	NAVAPARA	3.46
35	BILASPUR	KATGHORA	KATGHORA - KORBA JOINT	NAWANGAWANKALA	5.61

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36	BILASPUR	KATGHORA	T P NAGAR EXCHANGE	PALI	7.89
37	BILASPUR	KATGHORA	BJC JOINT	PANDRIPANI	0.99
38	BILASPUR	KATGHORA	BHILAI BAZAR JOINT	PONDI	1.68
39	BILASPUR	KATGHORA	BJC JOINT	POUNSARA	1.52
40	BILASPUR	KATGHORA	JOINT HARDI BAZAR CHOWK	RALIYA	2.97
41	BILASPUR	KATGHORA	BASANTPUR CHOWK	RALL	1.8
42	BILASPUR	KATGHORA	BATA BIRDA OFC JOINT	RANGBEL	2.91
43	BILASPUR	KATGHORA	DEWGAON GP	RANJANA	3.81
44	BILASPUR	KATGHORA	KAISHLA PANCHAYAT	SALORA (KHA)	3.27
45	BILASPUR	KATGHORA	BJC JOINT	SALORA(K)	1.67
46	BILASPUR	KATGHORA	DHELWADIH JOINT	SINGHALI	4.46
47	BILASPUR	KATGHORA	DINDOL BHATA JOINT	TELSARA	3.8
48	BILASPUR	KATGHORA	BANKIMONGRA - SALORA JOINT	VIJAYPUR	1.6
				Total	140.73

1. **Katghora-Pondi Route - 14 Km**
2. **Baloda-Gevra Route - 29 Km**
3. **Gevra –Kusmunda Route - 11 km**
4. **T.P.Nagar – kusmunda Route - 13 Km**
5. **Jamnipali – Kusmunda Route - 12 Km**
6. **Bankimongara – Dhelwadih - 13 Km**
7. **Dhelwadih – Sutarra Route - 5 Km**
8. **Dhelwadih – Chakabuda - 11 Km**
9. **Pali-Nunera-Bandhakhar-Ratija-Pragati Nagar-Gevra- 23.27 Km**
10. **Korba-Balco Route - 10 Km**
11. **Dhelwadih – Katghora Route - 7 Km**
12. **Balco – Jamnipali - 11 Km**

Total 300 Km

TECHNICAL SPECIFICATIONS

1. INSTALLATION OF JOINT CLOSURE & SPLICING OF OFC:-

Fusion splicing is used for splicing the fiber in BSNL network. This is accomplished by applying localized heating (i.e., by electric arc or flame) at the interface between two butted, pre-aligned fiber ends, causing them to soften and fuse together. For this purpose fusion splicing machine is used.

There are various types of joint closures in use for BSNL, namely SJC (Straight Joint Closure) and BJC (Branch Joint Closure). The SJCs are predominantly used along the cable routes, and the BJCs are used where ever, the fiber toppings and branching of cable is required. The Procedure for assembly of joint closures is generally supplied

by the manufacturers along with the joint closures. However the general procedure for assembly of joint closure is described below:

1.1 **JOINTING of Optical fiber CABLE**

The manufacturer's manual contains the following:

a) Material inside joint closure kit.
b) Installation tools required.
c) Detailed procedure for cable jointing.
d) Procedure for re-opening the closure.

1.2 **However, generally, the following steps are involved for jointing of the cable**.

a) Preparation of cable for jointing.
b) Stripping/cutting the cable.
c) Preparation of cable and joint closure for splicing.
d) Fiber splicing.
e) Organizing fibers and finishing joints.
f) Sealing of joint closure end.
g) Placing joint in pit.
h) Marking of cable end.
i) Marking of fibers in tray.

a) PREPARATION OF CABLE FOR JOINTING:-

- During the installation, a minimum of 10 meters of cable of each end is coiled in the jointing pit to provide for jointing to be carried out at convenient location as well as spare length to be available for future use in case of failures.
- The pit size must be chosen carefully to ensure the length of the way on which joint is mounted is greater than closure length plus twice the minimum bending radius of the cable. A pit length of 1.2 meter is sufficient for most of the cable and joint closures. Bracket to support the cable coil are also fixed on the wall of the pit.
- The cable is then coiled on to the pit wall in the same position as required after the joint is complete. The marking is done on all the loops so that it will be easier to install it later.
- The distance from the last centre to the end of the cable must be at least 1.8 meter. This is being the minimum to be stripped for preparation of joint.
- Sufficient cable at each end up to the jointing vehicle/enclosure is then uncoiled from the pit for jointing.

b) STRIPPING/ CUTTING THE CABLE:

- The cable is stripped of their outer and inner sheath with each sheath, staggered approximately 10mm from the one above it.
- Proper care must be taken when removing the inner sheath, to ensure the fibers are not scratched or cut with the stripping knife or tool. To prevent this, it is best to only score the inner sheath twice on opposite sides of the cable, rather than cut

completely through it. The two scores marking on either side of the cable are then stripped of the inner sheath by hand quite easily.

- The fibers are then removed from cable one by one and each fiber is cleaned individually using isopropyl solution to remove the jelly.

c) PREPARATION OF CABLE JOINT CLOSURE FOR SPLICING:

- The type of preparation work performed on the cable prior to splicing differs on the type of joint closure and fiber organizer used. However, the following steps are usually common:
- The strength member of each cable is to be fixed to the central frame of the joint.
- The sealing compound or heat shrink sleeve is applied to the cables and closure or prepared for application after splicing is complete.
- The fibers are protected (usually with plastic tubing) in their run from the cable core to the fiber organizer trays (particularly if cable construction is slotted core type). Two Nos of plastic tie shall be used to hold fiber tube with splicing tray.
- Tags which identify the fibers numbers are attached at suitable locations on the fibers.
- Splice protectors are slipped over each fiber in readiness for splicing over the bare fiber after splicing.

d) FIBER SPLICING
STRIPPING AND CLEAVING OF FIBER:

- Prior to splicing each fiber must have approximately 50mm of its primary protective U.V. cured coating removed, using fiber stripper which are manufactured to fine tolerances and only score the coating without contacting the glass fiber.
- The bare fiber is then wiped with a lint free tissue doused with ethyl alcohol.
- 1.6.3 Cleaving of the fiber is then performed to obtain as close as possible to a perfect 90 face on the fiber.

e) FUSION SPLICING OF THE FIBER:-

- Some of the general steps with full automatic micro processor control splicing machine are as under:
- Wash hands thoroughly prior to connecting this procedure.
- Place the bare fiber inside 'V' groove of the splicing machine by opening clamp handle such that the end of fiber is app.1 mm. over the end of the 'V' groove towards the electrodes.
- Repeat the same procedure for other fiber, however first insert heat shrink splice protector.
- Press the start button on the splice controller.
- The machine will pre fuse, set align both in 'X' and 'Y' direction and then finally fuse the fiber.

- Inspect the splice on monitor if provided on the fusion splicing machine and assure no nicking, bulging is there and cores appear to be adequately aligned if the splice does not visually look good repeat the above procedure.
- Slide the heat shrink protector over the splice and place in tube heater. Heat is complete when soft inn
- er layer is seen to be 'oozing' out of the ends of the outer layer of the protector.
- Repeat the same procedure for all the other fibers.

f) ORGANISING FIBER AND FINISHING JOINTS:-

- After each fiber is spliced, the heat shrink protection sleeve must be slipped over the bare fiber before any handling of fiber takes place, as uncoated fibers are very brittle and cannot withstand small radius bends without breaking.
- The fiber is then organized into its tray by coiling the fibers on each side of the protection sleeve using the full tray side to ensure the maximum radius possible for fiber coils.
- The tray is placed in the position.
- OTDR reading taken for all splices in this organized state and recorded on the test sheet to confirm that all fibers attenuation are within 0.1 db per splice. This OTDR test confirms fibers were not subjected to excessive stress during the organizing process.
- The splice loss measurement on each to fiber is also to be taken from the terminal station using power meter to determine the splice loss of each fiber < 0.1 db.
- Only after satisfactory confirmation of the splice loss within limits i.e. 0.1 db using power meter, the joint pit is to be closed with proper sealing,

g) PLACING JOINT IN PIT:-

- Joint is taken out from the vehicle and placed on the tarpaulin provided near the pit.
- The cable is laid on the ground; coil the cable such that pen mark previously placed on the cable line up. Tape these loops together at the top of the coil.
- The joint can now be permanently closed and sealed by heating heat shrinkable sleeve etc.
- If required for attending to faults etc., manufacturers supply special kits for opening of the joint and the steps to be followed. However the general steps are as under:
- Using suitable knife cut heat shrink sleeve longitudinally along its entire length.
- Do not damage the smaller heat shrunk sleeve on the ends of the joint.
- Apply heat to the cut sleeve until it begins to separate.
- Gently remove the cut sleeve from the joint. Now the joint can be opened.
- Protective sleeve/cover can be removed for attending to faults etc.

(B) SPECIFICATION & CONSTRUCTION PRACTIC OF OFC WORK

The work excavation of trenches, laying PLB/RCC/GI Pipes, Pulling of OFC, Fixing Joint/route Indicator, and associated works for OFC routes at Construction OFC Laying Work Under Bilaspur SSA . The work excavation detailed are given below-:

1. The work involves:-
   - A) Excavation of trenches up to nominal depth as mentioned in description of work clause of according to construction specification along national/state high way's and its connecting approach roads to villages roads of rural areas and in city town limits as mentioned in the notice inviting tender.
   - B) Laying of PLB pipes and pulling of nylon/pp rope for the PLB pipes where ever required ad per construction section.
   - C) Laying of GI or/and RCC pipes as additional protection for the PLB pipes where ever required as per construction section.
   - D) Chambering of concreting according to construction specification where ever required.
   - E) Reinstatement of the excavated trench according to construction specification.
   - F) Fixing of for suspending GI pipes/GI troughs at culverts, bridges and/or chambering or concerning for GI pipes or troughs wherever necessary.
   - G) Fixing of route indicators at a distance of every two hundred meters or less along route wherever necessary.
   - H) Pulling or optical fiber cable through laid PLB/RCC/GI pipes as per construction specification.

EXCAVATION OF TRENCHES:

1. The trenches shall be excavated in various type of soil such as soft/hard soil (which yields to the ordinary application of pick and shovel or any other ordinary digging implements or close application of picks or jumpers or scarifies and ripper) hard rock (which can only be broken for excavation by blasting using explosives or by heavy breakers driven by compressors). Soft rock/murrum (which my be quarried or splitter with crow bars or picks. If required light blasting may be required to loosen the materials or mixture of soil murrum and/or rock mentioned above, but for the purpose of the contract a single rate meter shall be quoted irrespective of soil conditions).
2. The department does not take only responsibility for variation in site strata and/or type of the soil as mentioned in notice inviting tender. The tenderer at his own risk and cost shall make his own assessment of site strata and/or type of the soil before tendering his rate.
3. Measurement of actual depth of excavation shall be recorded in multiples of 5 cm, ignoring the fraction of 5 cm. if any.
4. Contractors shall have necessary license for use of explosives for blasting operations or shall obtain such licenses at their own cost.
5. **In locations where depth of excavation may be more/less then 165 cm**. and relaxation is sought by the contractor for any reason what so ever, the corresponding approved contracted rate will be increased/reduced by a percentage factor as demonstrated below for various blocks of depth and payment as consequence will be make on the revised reduced rate on prorate as indicated below, provided that, such depth variation has been permitted by engineer-in-charge.

For Depth less than 165 Centimeter:

	Depth of trench (in cm.)	Reduction in through rate
A	Greater than 150 but less than 165	5% (five percentage)

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B	Greater than 135 but less than or Equal to 150	12.5% (twelve and half percentage)
C	Greater than 120 but less than or equal to 135	25% (Twenty five percentage)
D	Greater than 100 but less than or equal to 120	40% (forty percentage)
E	Equal to below 100	40% (forty percentage)

Rate of payment =

$$\frac{\text{100-Reduction as above in rate\%}}{100} \quad \text{through rate X depth achieved in} \quad \frac{}{165}$$

For Depth more than 165 Centimeter:

	Depth of trench (in cm.)	Reduction in through rate
A	Greater than 165	5% (five percentage)

For example: - in a section, if there are five places viz. A,B,C & D where in contractor is permitted for the following depth at these places.

155 cm.	140 cm.	125 cm.	105 cm.
(A)	(B)	(C)	(D)

If the rate approved is Rs. 40/- for a depth of 165 cm. then the rate application per running meter at above these places will be:

A.	$\frac{(100-5) \text{ X } 40 \text{ X } 155}{100 \text{ X } 165}$	= Rs. 35.70/-
B.	$\frac{(100-12.5) \text{ X } 40 \text{ X } 140}{100 \text{ X } 165}$	= Rs. 39.70/-
C.	$\frac{(100-25) \text{ X } 40 \text{ X } 125}{100 \text{ X } 165}$	= Rs. 22.73/-
D.	$\frac{(100-40) \text{ X } 40 \text{ X } 105}{100 \text{ X } 165}$	= Rs. 15.27/-

CONSTRUCTION SPECIFICATIONS

(For Excavation of trenches and laying of PLB/GI/RCC)

GENERAL:

1. The work shall conform to the standards prescribed in specification in case where no such specifications are mentioned in the contract, in such cases contract shall be executed in accordance with the district specification, and in the event of there being no district specification than in such case the contract shall be executed in all respect in accordance with the instructions and requirement of engineer in charge.
2. The work involve excavation of trenches, laying of PLB pipes as mentioned in the scheduled jointing them and reinstatement of the excavated trenches. A nylon or polly prope line rope shall be pulled through the pipes while jointing, the ends of the PLB pipes section of normally 150 to 200 meter shall be suitably plugged to prevent mud, dirt or nay other object entering the pipes wherever necessary/GI/ RCC and GI trough shall also be laid over PLB pipes as additional protection to PLB pipes. Cement concerning shall also be provided over the protection pipes wherever necessary.

DEPTH AND SIZE OF THE TRENCH:

3. The depth of the trench from top of the surface shall not be less than 165 cm. unless otherwise permitted. The width of the trench shall be sufficient to lay the requisite number of PLB/GI/RCC pipes and also concerning wherever required. When trenches are excavated in slopes uneven ground inclined portion the lower edge shall be treated as top surface of land and depth of trench shall be measured accordingly.
4. If excavation is not possible to the minimum depth of 165 cm. full fact should be brought to the notice of the engineer in charge in writing giving details of location and reason for not able to excavate that particular portion. Approval may be granted by engineer in charge in writing under certain genuine circumstances only. The decision of engineer in charge shall be final and binding on contractor.
5. In a certain locations such as uneven ground, hilly areas ends of culverts and all other place due to any reasons what so ever it can be ordered to excavate beyond standard depth of 165 cm to keep the bed of the trench as smooth as possible.

TRENCHING:

6. Trenching shall as for as possible be kept ahead of the laying of pipes contractor shall exercise due care that the soil from trenching intended to be loose for bake filing is not mixed with loose debris, the contractor shall provided sufficient width at the trench at all such places where it is likely to cave in due to soil conditions without any extra payment, in order to prevent damage to PLB pipes over a period of time due to the growth of trees, roots, bushes, etc. the contractor shall cut them if encountered in the path of alignment of trench without any additional charges.
7. While trenching the contractor shall not causes damage to any under ground installations belonging to others agencies and any damage caused shall be made good at his own cost and expense. A minimum free clearance of fifteen cm. shall be maintained above or below any existing under ground installations without any extra charges.
8. In large borrow pips, excavation shall be done not less than 165 cm. in depth and both sides of borrow pits shall be excavated more than 165 cm. in depth to keep gradient of bed not less than 15 degree with horizon it not possible as above alignment of trench shall be changed to avoid borrow pit completely.

LOCATION AND ALIGNMENT OF THE TRENCH:

9. In city areas the trench will normally follow the foot-path of the road except where it may have to come to the edge of the carriage way when cutting across road with specific permissions from the authorities responsible for Repairof the road out side the city limits the trench will normally follow the boundary of the road side land. However, where the road side land is full of borrow pits or a for station or when the cable has to cross culverts bridges or streams, the trench may be closer to the road edge or in some cases, over the embankment or shoulder of the road (permission for such deviations for cutting the embankment as well as shoulder of the road will be obtained by the department).
10. The alignment of the trench will be decided by a responsible departmental official not below the rank of Junior Telecom. Officer with marking the alignment the centre line will be marked and the contractor shall set out all other work to ensure that, the excavated trench is a straight as possible. Contractor shall remove all bushes, under growth stumps, rocks and other obstacles to facilitate marking the center line without any extra charges.

DEWATERING:

11. The contractor shall be responsible for all necessary arrangements to remove or pump out water for trench the contractor should survey the soil condition encountering the sections and make his own assessment about denaturing arrangements that may be necessary no extra payment shall be admissible for this and the tendered rate may take care of this aspect.
12. In city limits as well as in built up area, the contractor shall resort to use of manual labour only to ensure no damage is caused to any under ground or surface installations belonging to other public utility service and or private parties. How ever along the high ways and cross country there shall be no objection to the contractor resorting to mechanical means of excavation provided that no under ground installation existing in the path of the excavation if any are damaged. There shall be no objection to resort to horizontal boring to bore a hole of required size and PLB pipe pushed through it at road crossing or rail crossing or small hill rocks etc. in hard rock, where blasting is not possible due to thickly population area, village house or construction nearby the trenching shall be done by means other than blasting only.

LINE-UP:

13. The line up of the trench must be such the PLB pipes shall be laid in a straight line except at location where it has to necessarily take a band because of change in the alignment or gradient of the trench, subject to the restriction mentioned else where.

LYING OF PLB PIPES:

14. After the trench is excavated to the specified depth the bottom of the trench shall be cleared of all stones or pieces of rock and leveled up property. A layer of ordinary soil of not less than five cm. shall be used for leveling the trench to ensure that PLB pipes or cable when laid will follow as straight alignment.
15. When trenches are excavated up to specified depth, properly dressed and leveled, joint measurement of trench shall be taken by representative of contractor and site engineer measurement shall be recorded in measurement book with their signature. Trenches for which measurement are recorded in measurement are recorded in measurement are recorded in measurement book shall be considered as approved trenches.
16. PLB/GI/RCC pipes shall be laid only in approved trenches. The contractor shall exercise due care to ensure that the PLB pipes is not subjected to any damage or strain. Water present in the trench at the time of laying the PLB pipes shall be pumped out by the contractor before lowering in the pipes to ensure that no mud or water gets into the pipes.
17. The PLB pipes shall be jointed by “0” ring type socket fitted with hard rubber rings at both ends. Nylon or PP rope shall be drawn though PLB pipes properly at the time of laying pipes.
18. At road crossing two or more extra PLB pipes shall be laid as per the direction of the site engineer.
19. In cross country routes, where depth of trench is loss than 120 cm. PLB pipes should be laid within GI/RCC pipes. Alternatively PLB pipes may be encased in reinforced concerts casing of dimensions 225mm X 225mm as decided by the engineer-in-charge. In built up areas where depth of trench is not less than 165 cm PLB pipes PLB pipes shall be laid within GI/RCC pipes, in case of trench depth being less than 165 cm, the PLB pipes must be encased in reinforced concert casing of dimensions 225mm X 225mm with the permission of engineer-in-charge.
20. In case of mullahs, which are dry for nine months in a year. The PLB pipes shall be laid within RCC pipes paid at a minimum depth of 165 cm. The RCC pipes shall be

extended two meter beyond the bed of mullahs on either said not with standing anything contained in this clause engineer in charge may admit in any specific case that the PLB pipes may be encased in reinforced concrete casing only.

21. The following construction practices are application in general:
    A) Wherever GI pipes are used rubber bushes shall be used at the two ends of the GI pipes to protect the damages of PLB pipes.
    B) Wherever RCC pipes are used, two ends must be properly sealed to bar entry of rodents.
    C) On road crossings the PLB pipes shall be laid at 165 cm. depth encased with RCC pipes. The RCC pipes shall extend three meter on either side of the road.
    D) On rail bridges and crossings, the PLB pipes shall be encased in suitable cast iron/RCC pipes as prescribed by the railway authorities.

BACK FILLING AND DRESSING THE TRENCH:

22. Provided that the PLB pipes has been properly laid in the trench at the specified depth and route as closely as practicable. The back filling operation shall performed in such a manner as to provide firm support under and above the pipes and to avoid bend or deformation of the PLB pipe when the PLB pipes gets loaded with the back filled earth. In locations where the back filling is not done properly by the contractor or fdone unevenly it small be re-dressed and back filled properly by the department at the contractors expenses. No debris shall be allowed in the back fill at any time.
23. At location where the back filled material contains hard clods, rock fragments and other hard materials which may cause injury to the PLB pipe and where the excavated or rock fragment are intended to refill the trench in whole or in part the trench should be initially filled with a layer of ordinary soil or defrocked loose earth of not less than ten cm. above the pipes without any extra cost.
24. Back filling on public private roads railway crossing, foot path in city areas shall be performed immediately after laying the PLB pipes, back filling at such location shall be thoroughly rammed, so as to ensure original condition and/made safe to traffic all excess soil/material left out on road/foot path/railway crossing shall be removed without with out extra cost. However along the high way and cress country. The dug up material left out should be kept as heap above the trench while refilling.
25. In city limits no part of the trench should be kept open for more than fifty meter length at any time and in all places where excavation has been done, no part of the trench should be kept open over-night to prevent any mishap or accident in darkness.

LAYING PROTECTION PIPES ON BRIDGES AND CULVERTS:

26. On bridges/culverts PLB pipes will be laid through GI pipes of not more than 4” dia or GI through of size 4” x 4”.
27. In bridges culverts where proper ducts are already provided, the PLB pipes will be laid through the ducts. Normally where there are no ducts and where the cushion on the top of arch is 0.5 m or more thick the GI pipes GI through (carrying PLB pipes) may be buried on the top of the arch adjourning the parapet wall by digging lose to the wheel guards. Where the thickness of the arch is less than 0.5m. the pipes must be buried under the wheel guard masonry and the wheel guard rebuilt. If any of the above methods is not possible, the GI pipes/GI through must be clamped outside the parapet, wall with the clamps supplied by the BSNL if necessary, the pipe may be taken through the parapet wall at the ends where the wall diverges away from the road.
28. In case where the methods explained in clause 27 as above are not possible, the GI pipes/GI through can be fixed on the top of the road KERB close to the inside face of the parapet wall be means of clamps using RAWL plugs and wood screws or small diameter bolts without damaging the concrete and limiting the external diameter of the

bolts to 7.5 mm the permission for carrying out this work will be obtained from the road authorities by the BSNL.

29. Method cited in clause 28 and clause 29 as above should be carried out under close supervision of road authorities and restoration of any damages to the structure in any of the methods adopted should be done to the entire satisfaction of the road authorities.
30. When PLB pipes are laid on bridges/culverts as per clause 26 to 29 as above except when pipes are clamped outside of the bridge, cement concrete shall be provided over the protection pipes/troughs.

SPECIFICATION FOR CONCRETE:

31. The nominal dimension of concrete shall be of cross section 225mm X 225mm. However depending on the actual situation the cross section may be varied to ensure uniformity with any existing structure base on which the GI pipes GI troughs are placed as demanded by the road authorities the should be carried out at the rates applicable for nominal cross section.
32. the concrete surface should be thoroughly cleaned and leveled before concrete, necessary wire mesh of adequate size shall be provided as reinforcement for the concrete. At both the ends of the bridges/culverts, where the GI pipes/ through slope down and get buried, the concrete should be carried out to ensure that no portion of the GI pipe through is exposed and further down as required by the site in charge to protect the pipe/trough from any possible damage externally caused.
33. Any damaged case to the existing structure such foot-path or base of the parapet or KERB wall on which GI pipes/through are placed should be repaired and original condition restored to the satisfaction of road authorities where white wash/colour wash is existing on the bridges/culverts, the same should also be carried out on the concrete portion ot ensure uniformity.
34. Cement concrete mixture used should be for 1:2:4 composition i.e. 1 cement: 2 coarse sand : 4 graded coarse stone aggregate of 20mm nominal size. Smooth finishing of exposed surface should be done with of 1:3 i.e. 1 cement: 3 fine sand. Portions where cement concrete have been done. Shall be cured with sufficient amount of water for reasonable time harden the surface.

CONSTRUCTION SPECIFICATIONS

(For Optical Fiber Cable Pulling)

GENERAL:

1. The work shall conform to the standards prescribed in specifications in case where no such specification are mentioned in the contract, in such cases contract shall be executed in accordance with the district specification and in the event of there being no district specifications, then in such case the instruction and requirements of engineer in charge.
2. The work involves opening of manholes, cleaning of duct of PLB/GI/RCC pipes, pulling or optical fiber cables through the duct, closure of manholes, construction of joint pits and fixing of stone route/joint indicators.
3. The optical fiber cable shall be pulled through the existing duct of PLB/GI/RCC pipe which has been laid 165 cm. Deep below the ground manholes are left normally at every 200 meter over the route for pulling optical fiber cable.
4. The optical fiber cable in drum of normally two km. split PLB pipes, stone route/joint indicator, clamps for fixing split PLB pipes, rubber cork PLB/GI/RCC pipes, six mm nylon/polypropylene rope, flexible pipes and RCC joint box supplied by the BSNL shall be collected by the contractor from the stores dumps of the department

conveniently located over the route. The contractor shall his make own arrangements for transporting the materials supply point/store without any additional charges. The rate for the purpose of tender should, therefore, take care of all expenses of all materials incidental to loading, transportation, unloading and distribution at site.

DIGGING OF MAN-HOLES:

5. The manholes for pulling optical fiber cable shall be made by digging pits of size 300x60x175cm. approximately to open the pipe of the duct at every 200 meter length of route and at suitable bends/corners so that at least two persons can stand in the pit for manually assisting the pulling of cable. The site engineer shall be authority to decide the location of manholes to made at suitable locations. These manholes will be used for cleaning the duct and finally pulling optical fiber cable.
6. while digging of pits for manholes the contractor shall not cause damage to PLB/GI/RCC pipes of the duct or any under ground installation belonging to other agencies, and any damage caused shall be made good at his own cost and expenses.
7. Water present in the pits shall be pumped out by the contractor without any extra charges to ensure that no mud gets into the pipe of duct.

CLEANING OF DUCT:

8. The duct shall be cleaned for not less than the cable length to be pulled each section of duct between the two manholes shall be cleaned by pulling a wire mesh and/or cloth rags through the duct. The wire mesh and/or cloth rags tied with the existing nylon of polypropylene rope of the duct at one end will be pulled from the other end. The mud, dirt and any other object present in site the duct will be removed form the duct by repeating above procedure till the duct is cleaned from such obstacles and movement of wire mesh or cloth rags is smooth through out the duct free from any hurdle. At certain places where rope is not present in the duct the contractor shall draw the rope through the duct at his own expenses. If any blockage or chock is encountered in side the duct the contractor without any extra charges shall replace blocked/chock PLB/GI/RCC pipes of the duct. In such cases, contractor shall have to excavate trenches up to the depth of duct normally 165cm. deep for required length at his expenses.

PULLING OF CABLE:

9. The contractor shall replace existing nylon or polypropylene rope with a new rope for pulling optical fiber cable through the cleaned duct. The cable drum shall be kept at suitable place on cable stand the end of optical fiber cable and pulling rope will be tied with the help of cable grip and anti twist device at one manhole. The contractor shall keep at least two persons for handing and unrolling the cable drum. While unrolling the cable from the drum, the drum shall be rotated by hand so that there shall be no undue tension on the cable/ the cable will be pulled through the duct with the help of pulling rope from the next manhole and so on till the entire cable is pulled. The contractor shall keep at least two persons in each manhole for assisting the pulling work. If the cable length is more than one km. The cable drum shall kept at the middle of the length to be pulled, the half of the cable shall be pulled in one direction and remaining cable shall be coiled at suitable location in the form of figure of eight and shall be pulled in opposite direction.
10. The recovered six mm nylon/polypropylene rope from each section of the duct shall be deposited by the contractor at the store dump of the BSNL at his own cost.
11. The optical fiber cable shall be protected against stretching bending, twisting, vibrations and crushing to avoid mica bending of the fiber.
12. The cable shall be pulled manually from each manhole under close supervision watching all the time the pulling tension, the cable should not be subjected to any

damages or strain and should lie in the duct without any tension, the length to be drawn pulled and intermediate point of assist. May be calculated in advance as per direction of site engineer. During pulling operation, a good communication among the person responsible for pulling along the route is necessary.

13. When optical fiber cable is pulled and drawn in duct properly, the end of the duct shall be plugged with the rubber cork. The gap at each manhole between two sections of duct shall be covered with split PLB pipes and clamped to hold the split pipes in position.
14. Following precautions must be observed while working in the manhole of the duct made of cement concrete.
    A) Before commencing the work, water should be pumped out.
    B) The manhole covers should be kept open at least fifteen minute before entering the manhole.
    C) Wooden ladder should be used by the staff for getting down and up the manhole.
    D) On getting down the manhole, the supervisor of the contract should first test the angle iron frame with the electric tester for any induced a current.
15 At bends and leading in points, flexible pipe will be used for protection and Repairof required bending radius.
16 The cable shall be pulled during hour and no portion the cable will be left for pulling for the subsequent day. The contractor shall plan according to complete the work during day light hour of the day. The contractor shall keep at his own risk and cost chow kit kidders at night if cable could not be pulled in a day because of any reason what so ever. In case of any theft or damage of the cable, the entire cost damage will be recovered from the contractor.

CONSTRUCTION OF JOINT PIT:

17. At joint a pit of size 1500x1500x1725mm. Approximately shall be dug and RCC joint box of size 900 mm dia/600 mm height or of other suitable size shall be placed inside the joint pit. The end of PLB pipes of duct plugged with the rubber cork shall be extended inside the joint box.
18. At joint location, a loop of cable length from both side will be made and an overlap of fifteen meter will be provided for joints. The cable loop will be placed in the joint box in the form of coil utmost precaution will be taken while making the coil as two side of the cable will be aligned together for jointing of cable.
19. All gaps and holes to the joint box small be filled up with cement concrete of mixture 1:2:4 (cement: sand: aggregate) at the cost of contractor to avoid any entry of rodents/rates to the joint box.
20. The joint box shall be filled with fine sand. The cost of sand shall be borne by the contractor, provided that joints box is placed inside the joint pit properly and cover is placed over the joint box. The pit small be back filled with dug up soil.

BACK FILLING OF MANHOLES:

21. Provided that optical fiber cable is drawn in duct properly and route indicator is fixed the pits shall be back filled with dug up soil. At location where back filled soil contains hard clods rock fragments and other hard material which may causes damage to pipe to pipe of the duct pit should be initially filled with a layer with of ordinary soil or de-rocked loose earth above the pipes of the duct without any extra cost.
22. The joint pits a manholes falling on footpaths of public, private road and in city limit shall be back filled immediately after the laying of cable the filling at such location shall be properly rammed so as to ensure original condition and made safe to traffic.

All execs soil left out shall be removed without extra cost. However on cross country the dug up soil shall be placed as heap over the pit.

23. The route indicator shall be painted with good quality oil paint in yellow colour at every manhole and in red colour at every joint, by the contractor. The cost of paint shall be borne by the contractor. Engraved letters/marks on the route/joint indicators shall be painted in black.

Instructions and conditions for road cutting and their reinstatement

1. Reinstatement on all road cuttings, kaccha and/or pucca, is to be done by the contractor.
2. All permission/ license etc from State /Central/ local authority/ Forest authority etc to be taken by contractor as per applicable rules / bye laws. BSNL will make necessary payment as per demand note raised by concerned authority. Issuance of demand note will be ensured by contractor and delay on account of this will be treated as per LD clauses.
3. After obtaining the permission for road cutting the road may be cut, PLB pipes and protection pipes may be laid and road be back filled and reinstated in the original Murram/WBM/Normal BT/Hot mix BT/Concrete state within seven days.
4. If the contractor fails to complete the work of reinstatement of road within ten days or if the work of reinstatement is not upto the standard then the bank guarantee may be invoked by the concerned Nagar Palika/Panchayat.
5. A certificate to the effect that the work of reinstatement of road cuttings has been done satisfactorily will have to be obtained by the contractor from the Engineer-in-chage and the Municipal authorities.
6. The depth A/T for digging will have to be done concurrently so that the work reinstatement is complete within seven days.
7. In addition following provisions should be made for carrying out the work of reinstatement nicely with minimum inconvenience to the public.
   (i) Barricades along with rope will have to be provided on all digging sites by the contractor right from the start of digging till complete closing. The barricades will have to be provided at least every 5 meters and the size and shape of the barricades will be as per Annexure-I.
   (ii) Wooden planks or steel plates will have to provided over the trench as a temporary measure for entry to the house if the trench is done in front of the house and is not back-filled on the same day.
   (iii) Heavy steal plates at least ½" thick will have to be provided on road crossings for smooth flow of traffic if the trench is not back-filled fully on the same day.
   (iv) The road cutting work should be done during night along with A/T and during this period, proper sign boards for diversion of traffic will have to be suitably placed.
   (v) Red fluorescent indication will have to be provided at the beginning and end of trench so at to attract attention of vehicles from distance at night.
   (vi) Asphalt cutter machine should be used to cut asphalt/concrete in one straight line, thereby resulting in nice neat and clean and more accurate asphalt finish.
   (vii) Rock Breakers/Jack hammers with compressors should be used for asphalt removal and breaking of hard rocks for excavation.
8. Failure in implementing the above mentioned clauses will be construed as breach of contract and suitable action will be taken by the Engineer-in-charge as detailed in the tender.

SECTION- 3 Part B

Requirements of Quantity:
Block- wise route work .
TABLE-1

S.No	Name of SSA	Block Name	Total ROUTE LENGH IN KM	Minimum No. of Splicing team @300Km	1 % of Total RKm for relay work (maximum per annum)
1.	Bilaspur	Katghora Block	300 Km	1	3.00

Note: Number of teams required will be @300km/team at the time of award of work based on the route KMs handed over for maintenance i**.e. Minimum number of teams N= Block Length(L) in KM/300 KM(rounded off to the nearest integer).**

SECTION- 3 Part C

SCHEDULE OF RATES (SOR)

NOT APPLICABLE IN THIS TENDER

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS:

1.1 "BSNL" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise).
1.2 "DOT" means the Department of Telecommunications, Government of India.
1.3 "SSA" means Secondary switching area of CG Telecom Circle.
1.4 Block: Means geographical area of SSA .
1.5 "OFC" means Optical Fiber Cable of any size, say 6F/12F/24F/48F/96F/288F.
1.6 " Bidder" means Firm/ Agency who participates in this tender and submits its bid.
1.7 "Section" means the OFC cable route between any designated locations.
1.8 "CMD" means Chairman and Managing Director
1.9 "CGMT" means Chief General Manager Telecom
1.10"GMTD" means General Manager Telecom District
1.11"TDM" means Telecom District Manager
1.12"TDE" means Telecom Divisional Engineer
1.13"AGM" means Asst General Manager
1.14"DE" means Divisional Engineer
1.15"SDE" means Sub-Divisional Engineer
1.16"JTO" means Junior Telecom Officer
1.17"AO" means Accounts Officer
1.18"BA" means Business Area
1.19"Zonal GM" means Zonal General Manager.
1.20"LOI (Letter of Intent)" means the intention of BSNL to place the Work Order on the Contractor.
1.21"Contract" means the agreement made between BSNL and the successful bidder for Comprehensive OFC maintenance.
1.22"Act" means statutes, laws, rules and regulations by Government authorities or any regulatory agencies;
1.23"Agreement" means this agreement between BSNL and the Contractor relating to the provision of Services by the Contractor including the LOI, Schedules(s), Work Order(s), Annexure(s), tender terms and conditions, vide tender No T-016/Ofc-Mtc./NOFN/Katghora/17-18/07 Dated 30-12-2017 and any other documents explicitly incorporated in Agreement;
1.24"Charges" mean the monthly charges payable by BSNL to the contractor.
1.25"Contract Price" shall mean the unit price of various activities to be undertaken by the Contractor and to be payable by BSNL on completion of the activity / service. The contract price is exclusive of service tax but inclusive of all other taxes. However, statutory liabilities of ESI, EPF contribution and all other statutory taxes and levies applicable and payable by the Contractor shall not be a part of the Contract Price and BSNL shall not be responsible in any way whatsoever to pay for the same.
1.26"Contractor" means any person or entity that provides service(s) in accordance with the terms and conditions of the Agreement.

1.27"Effective Date" means the date of entering into the Agreement.

1.28 "Force Majeure Events" or "Force Majeure" means fire, flood, earth quake, elements of nature or acts of God, epidemic, acts of war, terrorism, riots, civil disorder,rebellions, revolutions, strikes, lockouts, change of law or any other similar cause beyond the reasonable control of such party.

1.29"MTTR" means mean time to repair OFC cuts is calculated after passage of 30 minutes of informing the Contractor by BSNL.

1.30"Maintenance Engineer" means the Senior Sub-Divisional Engineer / Sub-Divisional Engineer / Junior Telecom Officer / any other authorized personnel of BSNL / Divisional Engineer of BSNL heading the Transmission Division;

1.31"OFC route" means the optical fiber cable route of BSNL;

1.32"Party" or "Parties" mean the party or parties in the Agreement;

1.33"Rates" mean the agreed rates for various components of the services provided by the Contractor under the agreement;

1.34"Route" means any section of the OFC route of BSNL;

1.35"Services" means operations, preventive and corrective maintenance, protection of BSNL materials and equipment and any other services provided by the contractor under the agreement in respect of the OFC route;

1.36"Term" means two years effective from the date of agreement;

1.37"Stretch or section means, the Optical Fiber Cable route between any given locations.

1.38"Work Order(s)" means the relevant work order issued by BSNL to the contractor as per the terms of the agreement.

2.ELIGIBILITY CONDITIONS:

Kindly refer to clause 4 of Section – 1 Part A i.e. Detailed NIT.

3.COST OF BIDDING

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

4.DOCUMENTS REQUIRED

4.1 The work required to carried out; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.CLARIFICATION OF BID DOCUMENTS

5.1 As per clause 6.1 of Section 1 part A DNIT.

5.2 The format in which the clarifications are to be sent via E-mail (agmnpcfa@gmail.com) in MS Excel sheet only) and FAX on _____

Sl. No.	Section	Clause	Brief Description of the clause	Ref Page No in Bid	Comments of Bidder

6.AMENDMENT OF BID DOCUMENTS

6.1 The BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process)to all prospective bidders on the address intimated at the time of purchase of the bid document from the BSNL and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7.DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

(a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.

(b) Bid Security furnished in accordance with clause 12.

(c) A Clause by Clause compliance as per **proforma 7 (c) of section 7.**

(d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.BID FORM

8.1 The bidder shall complete the bid form and appropriate Financial Bid furnished in the Bid Documents, as per section- 9.

9.BID PRICES

9.1 The bidder shall give the total composite price and the price needs to be individually indicated against all the items as per price schedule given in Section-V. The offer shall be firm in Indian Rupees.

9.2 A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

9.3 The unit price quoted by the bidder shall be sufficient to enable BSNL to arrive at prices offered for the route. The price approved by BSNL for award of maintenance contract will be inclusive of all levies and taxes excluding service tax.

10. Documents establishing bidder's eligibility & qualifications:-

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents:

a) Certificate of incorporation/ partnership deed.

b) Articles of Memorandum of Association or proprietorship deed of the company.

11. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS:-

11.1 In pursuant to Clause 7, the bidder shall furnish, as part of his bid, the documents establishing the conformity of his bid to the Bid document of all services, under the contract.

11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of data and shall furnish a clause-by-clause compliance on BSNL's specifications and commercial conditions.

12. EMD/ BID SECURITY:

12.1 The bidder shall furnish a bid security of amount as specified in DNIT (Section 1 Part A).

12.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

12.3 The bid security shall be submitted in the form as specified in clause 5 of DNIT (Section-1 Part -A).

12.4 A bid not secured in accordance with Para 12.1 shall be rejected by the BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process).

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the BSNL pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance Work Order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMD can be converted in to security deposit as per choice of the L1 bidder, after the finalization of tendered quantity in pursuance to clause no. 24.3 of this section.

12.7 **The bid security may be forfeited:**

a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or

b) In the case of successful bidder, if the bidder fails

(i) to sign the contract in accordance with clause 28.

(ii) to furnish performance security in accordance with clause 27.

(iii) to furnish Material Security in accordance with clause 7 of Section 5 Part A.

(iv) to follow the lawful instructions of BSNL Authorities or his representatives.

c) In both the above cases, i.e. 12.7 the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of WO.

13 **PERIOD OF VALIDITY OF BIDS**

13.1 Bid shall remain valid for period specified in clause 2 of Sec 2 of Tender document. A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.

13.2 In exceptional circumstances, The BSNL reserves the right to request the consent of the bidders for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

14 **FORMAT AND SIGNING OF BID**

14.1 The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature , by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note:- The BSNL may ask the bidder(s) to supply, besides original bid, additional copy of bids as required.

14.2 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 person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 **Power of Attorney**

(a) The Certified copy of power of Attorney should be submitted .The original POA must be executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

(d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15 **SEALING AND MARKING OF BIDS**

15.1 The bid should be submitted as per Clause 3 of tender information**.**

15.1.1 The bids may be called under Single Stage Bidding & Two Envelope Electronic System. The details of sealing & marking of bids in each case is given below:

15.1.2 N.A. (Not Applicable)

15.1.3 **In Single stage bidding & two envelopes Electronic system,** The bidder shall submit his bid in two electronic forms through E-Tender;The First electronic form will be named as Techno-commercial bid. This electronic form will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12.

Second electronic form will be named as Financial bid containing Price Schedules as per Section 9 Part B(I&II) .

16 **SUBMISSION OF BIDS**

16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

16.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offer against a set of bid documents purchased/downloaded by him for all or some of the systems/ equipment as per

requirement of the Bid Documents.

17 **LATE BIDS**

17.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the BSNL pursuant to clause 16.

18 **MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid If a bid is withdrawn, the same shall be archived unopened in the e-procurement portal.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids**.**

19 **OPENING OF BIDS BY BSNL:**

19.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of D NIT (Section-1 Part A) on due date & Time.The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 B).

19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.3 Name of envelopes to be opened & information to be read out by bid opening committee.

(i) The bids will be opened in two stages i.e. techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno commercial bids.The financial bids of those bidders who are approved to be techno commercially compliant by the competent authority, will be opened by TOC in front of techno-commercially eligible bidders/ authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of **Techno-commercial bid opening**:-

a) Name of the Bidder
b) Name of the item
c) EMD amount & validity and acceptability
d) Information in respect of eligibility of the bidder.
e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information should be read out at the time of **Financial bid opening**:-

a) Name of the Bidder
b) Name of the item
c) Quantities/prices quoted in the bid

d) Discount, if offered
e) Taxes & levies

19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20 **CLARIFICATION OF BIDS**

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21 **PRELIMINARY EVALUATION**

21.1 BSNL will evaluate the Techno commercial bids opened in first stage as per clause 4 of section 1 part Techno commercial A to determine whether they are complete. And as per the requirements of the Tender. The financial bid of Techno commercial responsive bidders will be opened in second stage

21.2 N.A.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation pursuant to clause 22, the BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 21.6 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder. The decision of BSNL shall be final and binding.

22 **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids **will be done on the total price quoted in the column e of Price Schedule Section-9 Part-B of the tender document on per km per month basis.** If the quoted rate of any of the participating bidders are same then reverse auction will be done to arrive at final L-1 rates.

23 **CONTACTING THE BSNL:**

23.1 Subject to Clause 20, no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify its bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24 **AWARD OF CONTRACT:**

24.1 The BSNL shall consider issue of work orders for only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The ordering price of any bidder shall not exceed the lowest evaluated price.

24.3 In the event of L-2 and so on bidder refusing to accept offer to the price of L-1 bidder, BSNL reserves the right for Award of Work of entire tendered quantity on the L-1 bidder with the lowest evaluated price. It is mandatory for the L-1 bidder to accept such offer at evaluated Price.

24.4 After finalization of tender, award of work to the successful bidders as per distribution, will be issued by concerned SSA Head on the basis of availability of funds and availability of stores under intimation to CGMT CG Telecom.

24.5 Bidder (Contractor) shall not accept any work orders which does not have clear mention of work quantity, route/section details and the time period for execution of work.

24.6 Work orders will preferably be issued month wise. NOFN cable A/T and tested in a month will be added to the cable route to be maintain in the work order of the next month.

25 **BSNL'S RIGHT TO VARY QUANTUM OF WORK:**

25.1 BSNL reserves the right to increase or decrease up to 25% of the quantum of work and services specified in the schedule of requirements as per DNIT without any change in the unit price or other terms and conditions.

25.2 In case of extension of quantity of work additional security deposit of 2.5% of the amount of enhanced quantity of work has to be deposited.

25.3 In case of weekly progress wise non-performance by L-1 bidder, balance quantity of work of L-1 bidder can be passed to L-2 bidder at L-1 rate, In such case security deposit of 5% of the amount of enhanced quantity of work has to be deposited by L-2 bidder.

25.4 Similarly In case of weekly progress wise non-performance by L-2 bidder, balance quantity of work of L-2 bidder can be passed to L-1 bidder at L-1 rate.

25.5 In case of non-satisfactory performance of weekly progress by L-1, L-2 bidder, BSNL reserves the right to get the balance quantity of work executed by any means including awarding the balance work to any of the existing contractor of CG TELECOM at the risk and cost of respective bidder.

25.6 The Successful Bidder/Contractor can be asked to execute the work anywhere in CG TELECOM at the approved L1 rates for the work. The area can be in the same or different Block/ SSA/BA.

26 **BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

26.1 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 on the grounds of BSNL's action.

27 **ISSUE OF LETTER OF ADVANCE WORK ORDER (LOI):**

27.1 ADVANCE WORK ORDER (LOI) will be issued by AGM (NP-CFA)O/o The GMTD BSNL Bilaspur.

27.2 The issue of an Advance Work Order (LOI) shall constitute the intention of the BSNL to enter into contract with the bidder.

27.3 The bidder shall within 14 days of issue of the advance Work Order (LOI), give its acceptance along with **performance security** as well as **material security** in favour of "AO(CASH) BSNL Bilaspur" , payable at Bilaspur conformity with the with the bid document

28 **SIGNING OF CONTRACT (AGREEMENT):**

28.1 The signing of agreement & issue of Work Order shall constitute the award of contract on the bidder.

29 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids. The following grounds individuals or collectively will become basis of annulment of award.

(a) Work not as per specification.
(b) Progress not as per work order.
(c) Non payment to workers.
(d) Not responding to communication from BSNL representative through SMS, email, and letter by post, telegrams and voice calls.
(e) As per provisions in Appendix 1 of Section 4 Part A

The decision of BSNL will be final and binding.

30 QUALITY ASSURANCE REQUIREMENTS: As per section 3 part A

31 REJECTION OF BIDS

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.

c) If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", “Noted & Understood" shall **not be accepted** as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

f) **Section-4 Part A clause 9.5 on discount which is reproduced below:-** not applicable for this tender.

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover/archive unopened as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name

of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved/archive unopened on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32 BSNL's right to disqualify

As per provisions in Appendix 1 of Section 4 Part A & other clauses of the tender.

33 BSNL'S RIGHT TO BAN BUSINESS DEALINGS

As per provisions in Appendix 1 of Section 4 Part A & other clauses of the tender.

34 NEAR-RELATIONSHIP CERTIFICATE

34.1 The bidder should give a certificate that none of the near relative of proprietor/partners/directors of the firms/company as well as the authorized Signatory of the bid, as defined below, is working in the BSNL. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

34.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.

34.3 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) & 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).

34.4 The format of the certificate is given in Section 6 (B).

35 VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and 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.

36 Contractors Superintendence, Supervision, Technical Staff & Employees

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than Diploma in civil engineering with 5 years experience or Graduate in civil engineering. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint

suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in- Charge or his designated representative(s) in the site order book and shall affix his / their signature in token of noting down the instructions and in token of acceptance of measurements /checked measurements, test checked measurements.

The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) of Rs Ten thousand (Rs10000/-) only per month shall be effected from the contractor.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

If any dispute arises during the execution of work about interpretation / specifications of any item, the same shall be referred to a committee (as notified by the BSNL) as per the following:-

Zonal level committee : For the tender approved by the Zonal GM

(a) DGM / TDM , concerned Block other than the concerned SSA – Chairman

(b) C A O , concerned SSA – Member

(c) SDE (Civil), Incharge of concerned SSA -Member

The committee shall decide the case and the decision of the committee shall be final and binding.

Appendix-1 to Section 4 Part A

<table>
<tr><td></td><td></td><td></td></tr>
<tr><td>S. No.</td><td>Defaults of the bidder / vendor.</td><td>Action to be taken</td></tr>
<tr><td>A</td><td>B</td><td>C</td></tr>
<tr><td rowspan="5">1(a)</td><td>Submitting fake / forged</td><td rowspan="4">i) Rejection of tender bid of respective Vendor.
ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.</td></tr>
<tr><td>a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;</td></tr>
<tr><td>b) Certificate for claiming exemption in respect of tender fee and/ or EMD;</td></tr>
<tr><td>and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</td></tr>
<tr><td colspan="2">Note 1:- However, in this case the performance guarantee if alright will not be forfeited.</td></tr>
<tr><td colspan="3">Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.</td></tr>
<tr><td rowspan="6">1(b)</td><td>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :</td><td></td></tr>
<tr><td>(i) If detection of default is prior to award of APO</td><td>i) Rejection of Bid &
ii) Forfeiture of EMD.</td></tr>
<tr><td>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</td><td>i) Cancellation of APO ,
ii) Rejection of Bid &
iii) Forfeiture of EMD.</td></tr>
<tr><td>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</td><td>i) Cancellation of APO
ii) Rejection of Bid &
iii) Forfeiture of PG/ SD.
However on realization of PG/ SD amount, EMD, if not already released shall be returned.</td></tr>
<tr><td>(iv) If detection of default after issue of PO/ WO</td><td>i) Termination/ Short Closure of PO/WO and Cancellation of APO
ii) Rejection of Bid &
iii) Forfeiture of PG/ SD.
However on realization of PG/ SD amount, EMD, if not released shall be returned.</td></tr>
<tr><td colspan="2">Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</td></tr>
<tr><td colspan="2">Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</td></tr>
</table>

Signature of the Bidder with seal

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C

6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) undertakes any action that affects/ endangers the security of India.	iv) Legal action will be initiated by BSNL against the Vendor if required.
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C

Signature of the Bidder with seal

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services in participation in future tenders invited by BSNL from date of issu banning order or till the date by which vendor clears the BSNL's whichever is later.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited

 Signature of the Bidder with seal

	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	by BSNL for 3 years from date of issue of banning order.
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC CAMC which will continue along with settlement of Bills.		

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1) Eligibility Conditions:- As per para 4 of DNIT & clause 10 of Section 4 Part-A.

2) Bid Security

a) The EMD will be @ 2.5% of the estimated cost of work .

b) Demand Draft OR Banker's cheque OR FDR drawn in favour of "AO (CASH) O/o GMTD BSNL Bilaspur", payable at Bilaspur. Issued by nationalized / Schedule Bank.

c) The Cash/DD/BANK GUARANTEE/FDR for bid security, as prescribed in clauses 12 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The Cash/DD/BANK GUARANTEE/FDR submitted shall be of proper value.

The DD/ BANK GUARANTEE/FDR shall be drawn from any Nationalized/ Scheduled Bank in favour of AO(CASH), O/o GMTD BSNL Bilaspur" , payable at Bilaspur

3) <u>Distribution of work:</u> 100% quantity of a Block will be awarded to L-1 bidder only..

 Signature of the Bidder with seal

Section- 4 Part C
E-tendering Instructions to Bidders

Note :-The instructions given below are ITI e-tender portal. E Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

General :

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders'. Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, GMTD BSNL Bilaspur is using the portal https://www.tenderwizard.com/BSNLKOL through ITI, a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System – '**Single** Stage – Using Two Envelopes',
Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from CCA
2. Register on ITI Portal
3. Create Users and assign roles on ITI
4. View Notice Inviting Tender (NIT) on ITI
5. Download Official Copy of Tender Documents from ITI
6. Bid-Submission on ITI : Prepare & arrange all document/paper for submission of bid online and offline.
7. Submission of offline documents in sealed envelope at AGM(NP-CFA), 2nd floor O/o GMTD BSNL near Agrasen Chowk Bilaspur 495001 of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

8 Utmost care may be taken to name the files/documents to be uploaded on ITI.

9 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Part A (Excel Format) may be downloaded and rates may be filled appropriately.
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 ITI.

3. 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 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Method for submission of bid documents

In this tender the bidder has to participate in ITI e-tender portal online. Some documents are to be submitted physically offline. For details please see clause-3 of Section 2.

4.1. **Offline submission**:

The bidder shall submit the following documents offline to AGM (NP-CFA) O/o GMTD BSNL Near Agrasen Chowk Bilaspur -495001.on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. DD for Tender Fee as per NIT (Original copy).

2. EMD-Bid Security (Original copy).

3. Original Power of Attorney (If applicable)

4. Affidavit

All offline document should be separate sealed envelope.

NOTE : DD - drawn in favour of AO(CASH), O/o GMTD BSNL Near Agrasen Chowk Bilaspur - 495001 against payment of tender fee).

NOTE ; The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

4.2 **Online submission**:

S.No.	Contents of 1st Envelope (Techno-Commercial Bid)
1	DD for Tender Fee as per DNIT (Scanned copy)
2	Bank Guarantee/DD for EMD as per DNIT (Scanned copy)
3	TSEC Inspection Certificate issued by BSNL QA as per clause 4 of DNIT
4	Copy of valid TSEC/TAC as per clause 4 of DNIT
5	Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted
6	Valid PAN No.
7	Valid GST Registration Certificate No or exemption certificate No.
8	Bid Form as per Section-9 Part-A
9	Bidder Profile & Questionnaire as per Section-8
10	Power of Attorney as per clause 10.1 of Section-4 Part-A
11	List of all Board of Directors of the company as per clause 10.1 of Section-4 Part-A.
12	Near relative certificates(s) as per format-6(B) of Section-6 and clause 10.1 of Section-4 Part-A
13	Under taking as per format-6(A) of Section-6.
14	Documentary proof of applicable rate of GST. as per clause 10.1 of Section-4 Part-A
15	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contracts jointly or severally.
16	Clause-by-Clause compliance statement pursuant to clause 11.2 (c) Section-4 Part-A as per annexure-7(F).
17	No deviation statement for Clause-by-Clause compliance as per clause 11.2 (c) of Section-4 Part-A in the format of annexure-7(G).
18	Copy of Certificate of Incorporation as per clause 10.1 of Section-4 Part-A
19	Article of Memorandum of Association or Partnership deed or Proprietorship deed as per clause 10.1 Section-4 Part-A
20	Registration Certificate from state Director of Industries OR from Secretariat for Industrial Approval (SIA) Ministry of Industries Government of India as per clause 10.1 Section-4 Part-A

21 Documentary evidence for financial capability as per clause 10.2 Section-4 Part-A.
22 Audited annual balance sheet of any three financial years between 2008-09 to 2012-13 as per clause 4.5 of Section 1 part A.
22 Documentary evidence for technical capability as per clause 10.2 Section-4 Part-A.

Contents of 2nd Envelope (Financial Bid/ BoQ)
1 Original Price Schedule (BOQ) as per Section-9 Part B.
2 Price Schedule as per Section-9 Part B.
Note:
(i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5. Registration

To use the Portal (https://www.tenderwizard.com/BSNLKOL),Vendor need to register on the portal. The vendor should visit the home-page of the portal (https://www.tenderwizard.com/BSNLKOL), and go to the link then select Bidders Manual Kit.

Note: Please contact ITI Helpdesk (as given below), to get your registration accepted/activated.

.ITI Limited Helpdesk

Telephone	*033-22127600* [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	*Mr. Siddharatha 09674758723, Mr. Binod shaw 9674758506*
E-mail ID	*Helpline1tenderwizard@gmail.com, Helpline17tenderwizard@gmail.com*
BSNL Contact-1	
BSNL's Contact Person	**R.K. Gupta AGM(NP-CFA)**
Telephone/ Mobile	**07752-225900, 9425223450** **[between 10:30 hrs to 17:30 hrs on working days]**
E-mail ID	Agmbsp.npcfa@gmail.com
BSNL Contact-2	
BSNL's Contact Person	**AshishShrivastav SDE(Plg)**
Telephone/ Mobile	**07752-232600, 223470, 94255 34500** **[between 10:30 hrs to 17:30 hrs on working days]**
E-mail ID	Ashishworld2000@gmail.com

Note : Any support related mail problem should be sent to ets_support@ITI-india.com and mark copy to support@electronictender.com.

6. Price schedule / BOQ
Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

1. Down load price schedule / BOQ part A in XLS format and price schedule / BOQ part B in PDF format.

2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.

3. BOQ file part A is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.

4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

5. Download price schedule / BOQ part B in PDF format. Get it printed, fill up required information. Scan it and save in your computer for uploading it while submitting the bid.

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (https://www.tenderwizard.com/BSNLKOL) and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from ITI Portal.

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations 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.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

a) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
b) Register your organization on ETS well in advance of your first tender submission deadline on ETS
c) Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
d) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

8. For participating in e-Tendering process bidder shall access e-tender document uploaded on the portal and pay requisite tender processing fee as defined for each tender as designated window in the portal. Normally e-tender processing fee is 0.04% of estimated cost of each block in tender subject to minimum Rs 500 and maximum Rs 5000 plus GST (as applicable).

9 Minimum Requirements at Bidders end

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

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **APPLICATION**

Tenders are invited from reputed, qualified, experienced and financially strong Firms / Agencies for the maintenance of OFC network of 12F/24F/96F/288F routes & other Works as defined in the Scope of Work in the tender at appropriate places "

The maintenance activity mainly consists of:

i) Preventive maintenance of OFC routes

ii) Corrective maintenance of OFC routes

iii) Scheduled and planned Maintenance of OFC routes etc.

iv) Improvement of technical parameters of Network

v) Collection of GPS coordinates and mapping them on MAP.

2. STANDARDS

2.1 The goods supplied / works under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3 (A).

2.2 Wherever the Technical specifications mentioned in section -3 (A) in the document not specific about any items of work, the item shall be executed as per the provisions of BSNL E.I. and BBNL E.I (Engineering Instruction).

3. PATENT RIGHTS

The supplier/contractor shall indemnify the BSNL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PRICES:

4.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

4.2 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period except service tax.

5. SUBCONTRACTS:

The Contractor shall not sub-contract or assign any part or the whole of the work under the agreement or any Work Order(s) (wherever applicable).

6. INSPECTION AND TESTS:

6.1 BSNL's representative shall have the right to inspect the premises of the bidders.

6.2 Shall any inspected items/specifications fail to conform to the Specifications, BSNL may reject the bidder.

6.3 If any service rendered by the vendor is found defective or abnormal delay, the same shall be got completed from outside or BSNL source and the cost of any such work made by BSNL shall be deducted from the amount payable to the contractor.

6.4 Nothing in clause 4 shall, in any way, release the Supplier from any Warranty or other obligations under this contract.

7. SECURITY

i) Material Security:

a. The successful Bidder will have to deposit material security equal to **Rs. 2,00,000/-** in the form of Cash/DD/BANK GUARANTEE in favour of “AO(CASH) O/o GMTD BSNL Bilaspur” , payable at Bilaspur Bank guarantee (BANK GUARANTEE should be valid minimum for 30 month) from a scheduled bank and in the material security bond form provided in the bid document as per Section 7(E). Material Security can also be submitted in the form of Crossed Demand Draft in favour of “AO(CASH) O/o GMTD BSNL Bilaspur” , payable at Bilaspur issued by a schedule bank. The material Security will be a non interest bearing deposit, for any period what so ever.

b. The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more store has to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the BSNL shall be final and binding.

c. Proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.

d. The material security shall be released / refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "no dues certificate" from "Engineer-in-charge".

ii) Performance Security:

1. Successful bidder shall furnish performance security to the BSNL for an amount equal to 10% of the value of approved cost **within 14 days** from the

date of issue of letter of intent (LOI) by BSNL. The options for submitting the Performance Security are:

(a) Submitting Fresh PBG of the required Value as per the Performa Attached at 7(A) or DD/Bankers Cheque in favour of "AO(CASH) O/o GMTD BSNL Bilaspur" (BANK GUARANTEE should be valid minimum for 30 month).

(b) Getting extended & modified the PBG submitted as Bid Security/EMD for Performance Security/submitting the letter to convert the DD of EMD into Performance Security/Security Deposit, as well as submitting the additional PBG/DD/Bankers Cheque of required values in the Performa at 7(A) such that total value of PBG comes to 10% of the contract cost. (BANK GUARANTEE should be valid minimum for 30 month)

(c) Getting extended & modified the PBG submitted as Bid Security/EMD for Performance Security/submitting the letter to convert the DD of EMD into Performance Security/Security Deposit as well as submitting the undertaking by the bidder to deduct additional 5% of running bills/final bill towards the Performance Security/ Security Deposit. (BANK GUARANTEE should be valid minimum for 30 month)

The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

2. The performance security Bond shall be in the form of CASH/DD/BANK GUARANTEE in favour of **"AO(CASH) O/o GMTD BSNL Bilaspur**" , payable at Bilaspur. (BANK GUARANTEE should be of minimum 30 months) issued by a Nationalized Bank.

3. The performance security Bond will be discharged by the BSNL after completion of the Bidder's performance obligations including any warranty obligations under the contract.

iii) Security Deposit: The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to complete its obligation under the contract. The performance security deposit shall be refunded after expiry of warranty period 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 documents. No interest will be paid to the contractor on the security deposit.

iv) Additional Performance Security:

Bidders quoting too much below the Estimate rate i.e. lower than 25% of the Estimaterate will be required to deposit additional performance security

@1% of the estimated cost for each percentage below 25%.

8. General Guidelines:-

9. ISSUE OF Work ORDERS AND TIME LIMIT:

9.1 Separate Work orders shall be issued, so as to include all items of works for the Block under the contract.

9.2 The work orders shall be issued by the Divisional Engineer in-charge of works after examining the technical and planning details of the works to be executed.

9.3 The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.

9.4 The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work orders in the event of change of plan necessitated on account of technical reasons or in the opinion of work orders issuing authority about the contractor is not executing the work at the required pace.

10. EXTENSION OF THE TIME LIMIT:

10.1 General

10.1.1 In each work orders, the work orders issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contactor and shall be reckoned from seventh day from the date of issue of work orders.

10.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

10.2 Application for Extension of the Time and Sanction of Extension of Time (EOT):

10.2.1 There may be some hindrances, other than covered under force major, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part-A) to the engineer-in charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in charge shall forward the request to the competent authority with his detailed report and hindrance register, in the prescribed From (Part - B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

10.2.2 The application contains the ground(s), which hindered the contractor in execution of work.

10.2.3 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

10.2.4 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

10.2.5 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with compensation as per clause dealing with compensation for delays in execution of works. The extension of time with compensation charges shall be issued by the competent authority (Officer competent to grant the extension of time).

10.2.6 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent Authority of EOT shall be issued under the signature of the Engineer in-charge.

10.2.7 If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

10.2.8 The competent authority for EOT will be CGMT CG Telecom Circle or any officer authorized by him in writing.

10.3 **Grant of Extension of Time without Applications:**

10.3.1 There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to the BSNL. In such cases, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time suomoto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL will, however, not be liable to the contractor for any losses or damages, costs, charges or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

10.3.2 The competent authority for EOT will be CGMT CG Telecom Circle or any officer authorized by him in writing.

10.4 **PERIODICITY OF AGREEMENT:**

One and half year from the date of agreement this can be further extendable up to another six months on mutual consent. In Such case the security Deposit /PBG has to be suitably extended / modified.

11. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

11.1 **Measurement**:

11.1.1 The measurement books are to be maintained by the officer in-charge of the work or his immediate engineering subordinate not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned.

11.1.2 **Responsibility of taking and recording measurements**: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of 50% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10% of measurements.

11.1.3 **Method of recording of nomenclature of items** : Complete nomenclature of items, as given in the agreement need not be reproduced in the measurement book for recording the measurements but corresponding Item Code as provided, shall be used.

11.1.4 **Method of measurements:** The measurements of the work shall be done for activity wise as and when the item of work is ready for measurement. The methods of measurement of various items are enumerated as under:

11.1.5 **Measurement of depth of trenches** The cable routes of one work order shall be divided into a number of segments each of maximum 100 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 100 meters. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in meters in the multiples of 5cms. For example 97 cms will be recorded as 95 cms and 103 cms as 105 cms. The points of measurements shall be at a distance of 10 meters starting from 0 (Zero) Meter. For example, if the length of segment is 175 meters, the POMs shall be at 0 M, 10M, 20M, 30M, 40M, 50M, 60M, 70M, 80M, 90M, 100M, 110M, 120M, 130M, 140M, 150M, 160M & 170M. The last POM shall be at 175th M to be recorded against Residual POM. The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

If the contractor does not meet the specification of trench as per tender term and conditions straight Rs 150/meter will be deducted from the monthly bills.

11.1.6 Measurement of lengths and protection.

The measurements of length of trenches are on running meter basis, irrespective of type of soil encountered while digging. The type of protection provided (item code-wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

11.1.7 **Measurement of length of cable**: The length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter/Measuring Tape. The length should be cross verified with the marking of lengths on the cable. The lengths shall be recorded in sheet provided in the measurement book.

11.1.8 **Measurement of other items**. The measurement/numerical details of other items shall be recorded in the sheet provided in the measurement book for respective items viz.Digging of joint pit and preparation of joint chamber along with its type i.e. Brick

chamber or Pre Cast RCC type.Fixing, Painting and sign writing of route/joint indicators,Termination of Cable in equipment room and no. of joints.

11.1.9 The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference with in a week, than in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor and the contractor shall have no right to dispute the same.

11.1.10 The Divisional Engineer before passing the bill for **SECTION** s covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document 'procedures for underground cable construction' and bills be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Divisional Engineer; Separate payment shall not be made to the contractor for excavation of such test checks; however such test pits shall not be more than 10% of the cable laying work.

11.1.11 Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe/duct through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.

11.2 Inspection, and Quality Control:

a. State of the art technology shall be used. Quality control through Acceptance Test (AT) shall be done by BSNL from time to time. BSNL reserves the right to carry out sample checks. Shortcomings/deficiencies noted shall be attended by contractor within 15 days and intimated to BSNL for re verification.
b. Payment shall be linked to Acceptance Testing (AT).
c. Quality will also be controlled through BSNL.
d. Contractor will ensure incorporation of sufficient safety clauses.

11.2.1 **The Quality of Works**: The importance of quality of Optical Fiber Cable maintenance works cannot be over-emphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges depends up on quality of lying of Optical Fiber Cable. Further, the OF cables are vulnerable to damages due to work of other agencies.

11.2.2 The quality of O.F. cable Plant depends upon the quality of individual items of work involved viz Depth of Cables laid, care while paying & laying, Protection, Jointing of Cables and Terminations in equipment room and at last but not the least on documentation of cable network. In order to ensure quality in Cable Construction Work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

11.2.3 It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that work are carried out as per specifications and with due diligence and in a professional manner. The

contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to site incharge for Acceptance and Testing.

11.2.4 An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the contractors' Performance Rating (CPR).

11.2.5 In addition to Acceptance Testing being carried out by site incharge and supervision by Construction Officers, all works at all times shall be open to inspection of the BSNL. The contractors shall be bound, If called upon to do so, to offer the works for inspection without any extra payment.

11.2.6 **Site Order Book** : The site order book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by officers as well as contractors, will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the BSNL in the. Site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.

11.3 **Testing and Acceptance Testing**:

11.3.1 The work shall be deemed to have been completed only after the same has been accepted by the site incharge of BSNL as per standard Engineering Instructions (EIs) issued by BSNL. The contractor shall make test pits at the locations desired by site incharge for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

11.3.2 **Scope of Acceptance and Testing** : The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The site incharge shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However if the measurements taking by site incharge are found to be lesser than the measurement recorded by the officer responsible for recording the measurements. The measurement taken by site incharge 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 site incharge without any additional cost to the BSNL.

11.3.3 **Offering the work for acceptance and testing**: The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work to site incharge for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects. The work against any work order can be offered for A.T. in a number of stages.

11.3.4 The contractor shall provide labour, if demanded by the site incharge for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

12. WARRANTY

All material supplied/used and the work/ service rendered by the Contractor shall be guaranteed against the defective workmanship for a period of six months from the date of completion of the contract. The contractor shall make good of the defects within one month after intimation by the designated officer of BSNL failing which penalty amount as mentioned in As per clause 17 shall be recovered.

13. AUDIT AND TECHNICAL EXAMINATION:

13.1 BSNL shall have the right to cause an audit and technical examination of the work by the agency authorized by BSNL or by Chief Technical Examiner Govt of India , the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under it, the amount of such under payment shall be duly paid by Government to the contractor.

13.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the (DGM/TDM/ SE (Civil)) or his subordinate officer.

13.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising or under any other contract made by the contractor with the BSNL .

14. PAYMENT TERMS:

Procedure for Preparation and settlement of bills:

a) Payment will be made on monthly basis on satisfying that the work is done as per the agreement. The following documents shall be submitted by the contractor to the DE in-charge for releasing payments by BSNL.

i) Invoice for the month in triplicate along with the relevant work order.
ii) Detailed list of OF faults in the section during the month
iii) Detailed list of scheduled planned Maintenance works carried out during the month
iv) Details of OH alignment works carried out
v) The monthly spare fibers test schedule.
vi) Proof regarding payment of EPF/ ESI contribution for that month to the respective authorities.
vii) Measurement book.
viii) Certificate related with no BSNL person employed by him during the contract period.
ix) Certificate regarding wages paid by the contractor to all labors employed to execute work.

b) The DE in charge will scrutinize the invoice and other documents submitted by the contractor and forward the same to AO (Cash) duly certified for arranging payment along with recovery details. Payment will be made after deducting the penalties as applicable.

c) The bidder has to give the mandate for receiving payment electronically and the charge if any levied by the bank has to be borne by the bidder /contractor. The contractor is required to give the following information for this purpose:

i) Beneficiary Bank name
ii) Beneficiary branch name
iii) IFSC code of beneficiary Branch
iv) Beneficiary account number.

DELAYS IN THE CONTRACTOR'S PERFORMANCE:

Delay in performance of services shall attract penalty for the Contractor in accordance with the section 3 part-A .

15. SHORT CLOSURE OF TENDER:

One Month Notice in case SLA is not met as per Terms & Conditions
OR
Government OR BSNL's policy changes
OR
Any public interest at large is adversely affected

16. DISPOSAL OF EMPTY CABLE DRUMS:

- The contractor shall be responsible to dispose off the empty cable drums after laying of the cable The competent authority taking in to account the prevailing market rates has fixed the cost of Optical Fiber cable drums. The cost of empty cable drums will be **Rs.300/- per drum**, which shall be deducted from the bill, for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.

- Rates fixed for Optical Fiber cable drums are given in Tender Document. The rates are fixed and there is no percentage above or below applicable on these rates.

- The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number cable drums in the bill so that the amount is deducted from the bills due.

- The contractor shall not be allowed to dump the empty cable drums in Govt. /public place, which may cause inconvenience to Govt/Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges (to be decided by BA Heads/GMTDs from the bill/security deposit/any other amount due to the contractor.

- The cost of empty OFC drum will be Rs 300/- per drum. Cost of OFC drum to be recovered shall be Rs.300.00.

17. PENALTY CLAUSE:

This para is applicable for individual work order as well as contract as a whole.

1. Penalty on SLA Parameters SCHEDULE – C: PENALTY

Sl. No	Parameter	Limits	Amount of penalty in Rs.	Remarks
1	Faults per month	Permissible/ unavoidable Maximum 15 fault	3000 for each additional fault exceeding the limit	Faults which are within the avoidable circumstances of the contractor
2	Splice loss per fiber	> 0.05 dB	2000 per joint per occasion	Apart from Penalty, the Agency is responsible for bringing splice loss ≤ 0.05 dB at his own cost within 7 days.
3	Mean Time to Repair (MTTR) OFC cuts	>6 Hrs	Rs. 1000 for next 4 hrs and Rs 5000 for each additional 8 hrs .	As per schedule- B

2. For below mentioned supply item non supply a penalty of 0.5% of the PO value per week, beyond the specified delivery period, maximum penalty limited to 25% of the PO value.

1	Supply of New 24F OFC.
2	Supply of New PLB pipes with accessories
3	Supply of SJC/BJC

3 **Trenching penalty:-** If the contractor does not meet the specification of trench for relaying or repairing of existing route for restoration of faults , at the requird depth as per tender term and conditions, a penalty of Rs 150/meter will be deducted from the monthly bills.

4 **Jointing penalty**: If contractor or bidder does not make joints as per standard and specifications of tender term and conditions, a penalty of Rs 7,500/- per joint will be deducted from the monthly bill.

5 **Third Party Damage**: If the bidder damages other Private Service providers cables /sewage line/ Government or public properties, such as electricicty cable or roads etc, the damage charges/penalty will be paid by the contractor as per the claim of such third party. BSNL will not be liable to pay any penalty or any damage charges made by the contractor as per the indemnity clause below:

"Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to Contractor either by Engineer-in-charge or concerned third parties in writing.

The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer."

6 Penalty for causing inconvenience to the Public in case of OFC improvement work:

A. 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 500 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 a day in case of cable laying by digging paved surfaces. In the event of contractor falling to comply with, these conditions, a penalty of recovery up to Rs 300/- per day for the period the trench is kept open beyond the time limit allowed may be imposed by the BSNL. This penalty will in addition to that payable for delay or slow work.

B. Penalty for cutting/damaging the existing cables of BSNL and the existing underground facilities of third parties: -

C. During excavation of trench utmost care is to be taken by the contractor so that the existing underground 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 his running bills:-

S.	Size of Cable to be replace in pairs	Damage charges as prescribed in circular dated 6.10.2003	Cost of additional copper cable for each slab of 10 meter. (Variable Cost in Rs. Per slab of cable of length 10 meter)
		(a)	(b)
1	5	7,500	4,500
2	10	7,500	5,000
3	20	7,500	5,000
4	50	10,000	5,500
5	100	10,000	6,000
6	200	20,000	7,000
7	400	20,000	11,000
8	800	40,000	13,000
9	1200	75,000	17,000

Size of existing OF cables cut/ damaged	Amount of penalty per cut/ damage/Occasion
O.F. Cable of any size	Rs 1,50,000.00 (One Lac Fifty thousand)

i. 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.

7 **Overall limit of penalty**: Maximum penalty in any given month will be limited to maximum 25% of the monthly bill amount.

17.1 Failure Clause:
If contractor fails to perform even after imposition of penalty, his work can be given to any other contractor willing to perform at the approved rate of Block.

17.2 Withdrawal of work:
The work will be withdrawn with relevant penalty decided for due payment in case of nonperformance with 15 days notice in form of letter, sms, e-mail and whatsapp etc.

18 TERMINATION FOR DEFAULT:

18.1 BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part.

- If the Contractor fails to render services within the time period(s) specified in the Contract or any extension thereof granted by BSNL.
- If the Contractor fails to perform any other obligation(s) under the Contract: and
- If the Contractor, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from BSNL.

18.2 In the event, BSNL terminates the contract in whole or in part, pursuant to Para 18.1, BSNL may get the services from any other source as it deems appropriate, the Contractor shall be liable to BSNL for any excess cost for such services. However, the Contractor shall continue performance of the contract to the extent not terminated.

18.3 In the event of prosecution for any offence of directors/partners/ of the Contractor or of the Contractor.

18.4 If the Contractor enters into an arrangement or composition with its creditor(s) or if a Receiver of the Contractor's property or any part thereof, is appointed.

18.5 If a petition for winding up is presented in any Court against the Contractor, it being a limited company, or a resolution is passed to wind up the business of the Contractor or if a Receiver is appointed for any part of the Contractor's property.

18.6 If the Contractor makes false claim(s) towards charges, commission, incentives, refunds, credits, warranty claims or submits false financial information/reports or any other data including but not limited to the Services, reports or maintenance required by BSNL.

18.7 If the Contractor fails to obtain or maintain any license / approvals or the suspension or revocation of any license / approvals necessary for the conduct of the business of the Contractor pursuant to the Agreement.

18.8 If the Contractor commits any violation of any laws, rules or regulations of the land.

18.9 If the appointment or continuance of the Contractor under the Agreement is likely in the sole opinion of BSNL to result in a loss of goodwill or reputation of BSNL.

18.10 The Agreement be terminated by BSNL in the manner prescribed in clause 9.1(i) above; BSNL will reimburse the Contractor, the pro-rated Charges for the Services provided by the Contractor till the date of termination, as specified in **Work Order**. In such case, the value of approved materials utilized at site, the certified and accepted work done till the date prior to such termination shall become the sole and exclusive property of BSNL.

18.11 BSNL may also terminate any Work Order (if applicable) here under upon written notice of fifteen (15) days to the Contractor / vendor without any liability, if the Contractor is in breach of any material obligations contained in the relevant Work

Order. For the avoidance of doubt, the termination of any individual Work Order shall not amount to automatic termination of the

18.12 Agreement or any other Work Order(s) that may be issued by BSNL.

18.13 It is agreed by both the Parties that termination of this Agreement or any Work Order(s) by BSNL, does not relieve any Party from any rights and / or liabilities arising prior to such termination. Failure of BSNL to exercise a right in connection with a termination event shall not be construed as a general waiver of its right under this clause.

18.14 Termination in pursuant to clause 9.1 (i) to (x) and clause 9.3 above, shall be without prejudice to other rights of BSNL available under law or contract.

18.15 Either party may terminate this Agreement or any Work Order hereunder without any liability if so required by any government authority with jurisdiction over the Party and the subject matter of this Agreement; provided however that the Party withstanding with the governmental authority shall assert all reasonable challenges, including litigation, to prevent or reverse any such requirement.

18.16 The Contractor undertakes that on termination of this Agreement it shall have no lien over the materials, equipments, designs, plans related to OFC, etc., of BSNL that are under its custody and shall hand over possession of the same to BSNL.

18.17 The Contractor shall on termination of the Agreement, immediately hand over or destroy all Confidential Information on BSNL in its possession (irrespective of its form) to / before BSNL's representative to his satisfaction.

18.18 The Contractor shall provide its full co-operation and assistance to BSNL to enable a smooth transition of the work to any other contractor of BSNL's choice or as the case may be.

19 TERMINATION FOR INSOLVENCY:

BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to BSNL.

20 INDEMNITIES:

20.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost damages, changes claims and demands of every nature and descriptions, brought or procured against the BSNL its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents . In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

20.2 The contractor shall at his own cost at the BSNLs request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

20.3 Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to Contractor either by Engineer-in-charge or concerned third parties in writing. The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer.

21 **FORCE MAJEURE**:-

21.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed be 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 (Herein after 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 be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work 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 prevent or delayed by reason of any such event for a period exceeding 60 days either party may, at his obtain terminate the contract.

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

22 ARBITRATION:

22.1 In the event of any question, dispute or difference arising under this 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 the arbitrator appointed by CGM, BSNL CG TELECOM or any person nominated by him.The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being transfer, CGM shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

22.2 The arbitrator may from time to time with the consent of both the parties may enlarge the time frame for making and publishing the award. Subject to the 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.

22.3 The award of the arbitrator shall be final and binding on both the parties.

22.4 Subject to the aforesaid provisions, the arbitrator & conciliation act 1996 and the rules made there under and any stipulation/modification for the time being inforce along with all amendments in the said act time to time shall be deemed to apply to the arbitration proceedings under this clause.

22.5 In case of any dispute even after arbitration under this agreement, the court at Bilaspur will have the exclusive jurisdiction.

23 SET OFF:

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

24 **COURT JURISDICTION**

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of WO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

25. **LIEN:**

25.1 Notwithstanding anything contrary contained in this Agreement, BSNL shall have the first lien on all amounts due to the Contractor in the event of the Contractor failing to comply with the terms and conditions of this Agreement.

25.2 BSNL shall have the right to retain and hold in its custody all requisite equipment, materials and/or machinery belonging to the Contractor in the event that the Contractor does not perform or fails to perform its obligations under this Agreement without prejudice to its other rights and remedies available under this Agreement. BSNL shall further be at liberty to sell such materials belonging to the Contractor if in the opinion of BSNL, it is necessary to avoid any loss / hardship / damages that may be incurred by BSNL on account of the Contractor's failure to execute the work to the satisfaction of BSNL.

26. **INDEMINIFICATIONS:**

26.1 The Contractor shall indemnify and keep BSNL indemnified from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees) relating to or resulting directly or indirectly from; (a) an act or omission of the Contractor, its employees, agents, or any third party in the performance of the Services under this Agreement; and/or (b) breach of any terms of this agreement; and/or (c) breach of any representations or warranties given by the Contractor under this Agreement; and/or (d) infringement of any intellectual property rights or any third party intellectual property rights; and/or (e) non-compliance of statutory provisions, laws and rules; and/or (f) breach of insurance liabilities in respect of Services provided under this Agreement; and/or (g) breach of insurance liabilities in respect of equipments, tools and all other materials supplied by BSNL to Contractor (h) non-payment of taxes which are the obligations of the Contractor under this Agreement. The Contractor shall further indemnify, defend and

hold BSNL harm less and their officers, employees and assignees and authorized representatives against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, costs and expenses of whatsoever kind or nature, including those arising out of damage to property (including but not limited to property of third parties), accident, injury to or death of workmen/persons (including but not limited to the Contractor's employees) whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or of any one acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement.

26.2 In the event, BSNL is required to pay any penalty or other sum by whatever name known to any of its contracting partners or agencies, either on account of delay or the repair and/or maintenance work not being made operational in full by the Contractor, for reasons not attributable to BSNL, the Contractor agrees and undertakes to indemnify and keep indemnified BSNL from all such penalties, costs and/or expenses that may be claimed against BSNL.

26.3 By virtue of the provisions of Workmen's Compensation Act, 1923, Contract Labour (Abolition) and Regulation Act, and/or any other applicable Act, if BSNL is obliged to pay compensation to workmen employed by the Contractor and/or on behalf of the Contractor, for the execution of work or provision of Services, BSNL shall be entitled to recover from the Contractor the amount of compensation so paid, without any prejudice to the rights of BSNL under the provisions of such Act.

27. **APPOINTMENT OF OTHER AGENCIES FOR RE-EXECUTION:**

In the event of the Contractor failing to perform its obligations as per agreed productivity / quality norms of works and timelines as mentioned elsewhere in this Agreement and Schedules, BSNL after giving seven (7) days notice to the Contractor can get the work executed / re-executed through any other contractor / agencies as BSNL deems fit and proper at the costs and expenses of the Contractor. However that if the estimated cost for execution of such work is more than the proportionate Contract Price, the excess amount incurred by BSNL in this connection shall be recovered from the dues including the bank guarantee payable to the Contractor under this Agreement.

28. **NO PUBLICITY:**

No party shall publish any press release or otherwise publicly disclose the existence of this Agreement (including its Schedules, Annexure and any other documents incorporated by reference), without the express prior written consent of the other Party.

29. COMMUNICATION AND REPORTING:

29.1 Communication:

The Parties must use their reasonable endeavors to communicate and promptly inform each other of any matter likely to affect the Services and to investigate how to avoid or minimize any adverse effects on the Services.

29.2 Authorized Representatives:

Each Party must designate, an authorized representative ("Authorized Representative") and insert details of such Authorized Representative in this clause. A Party may designate a substitute or replacement as their Authorized Representative on reasonable notice in writing to the other Party.

29.3 Notices:

Except as specifically provided elsewhere in the Agreement, all notices required or permitted to be given by one Party to the other under the Agreement shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial delivery service with acknowledgement received); or (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by facsimile transmission ("Fax") to the Parties at the respective addresses. The date upon which such notice is so actually delivered; or if the notice is given by registered or certified mail, the date upon which it is received as evidenced by Registered A.D. or other acknowledgement; or if sent by Fax, the date on which the Fax was sent, provided an original is received by the addressee by any commercial delivery service within two (2) business days of the Fax, shall be deemed to be the date of such notice, irrespective of the date appearing therein.

29.4 Reporting:

(a) Contractor agrees to disclose relevant information in relation to the provision of the Services to BSNL and, upon request, to give BSNL a true and faithful account of dealings and matters arising in relation to the provision of the Services, and to furnish explanations when reasonably requested by BSNL.

(b) Each Party must notify the other immediately after becoming aware of:

(I) any material breach of legislation relevant to the provision of the Services or the performance by a Party of its obligations under the Agreement which may amount to violating a material agreement applicable to it;
(II) any matter connected with the performance of the Services which would give rise to an actual or perceived conflict of interest; or
(III) any reason why a Party is or may be unable to perform its obligations under the Agreement.

(c) BSNL must notify the Contractor if it appoints, engages or requests any other person to review or manage the provision of, or any part of, the Services by the Contractor.

30. CONFIDENTIALITY:

(a) Neither Party to the Agreement may communicate, release or otherwise disclose confidential information ("Confidential Information") to any person concerning the Agreement, Services, information of the other Party or the business of the other Party without the prior written consent of that Party, provided that this clause shall not apply:

(i) to the extent that the disclosure is necessary to key persons on a need to know basis for the provision of the Services Provided that those persons to whom such information is supplied are bound by confidentiality obligations of the agreement;
(ii) to comply with the applicable law or regulation;
(iii) to the extent applicable to enable a Party to properly perform its obligations under the Agreement; or

(iv) to disclosures by the party receiving Confidential Information pursuant to a court order, administrative contractor and/or other governmental body provided however that the receiving party shall promptly provide notice of such disclosure to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

(b) Contractor shall and undertakes to promptly advise BSNL in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.

(c) In the event of any breach of this clause, the Contractor shall indemnify BSNL from any loss, cost or damage or any other claim whatsoever BSNL. Further more, nothing in the Agreement shall prejudice BSNL from initiating appropriate legal proceedings for specific performance and injunctive relief available under the laws of equity and contract on breach of confidentiality obligations under this clause. The obligations contained in this clause will be valid for **two (2) years from the effective date of termination of the Agreement.**

31. INTELLECTUAL PROPERTY RIGHTS:

31.1 Except as provided for in the Agreement, Contractor shall not acquire a right to use, and shall not use without BSNL's prior written permission, the names, characters, artwork, designs, trade names, trademarks, or service marks and shall maintain all copy right, trade mark, service mark of BSNL or other proprietary notice on BSNL's products or services ("Intellectual Property Rights") and otherwise comply with BSNL's reasonable quality control requirements.

31.2 The Contractor accepts for all purposes that any trademarks, logos, service marks, trade names or identifying slogans affixed or used by BSNL in respect of any of its services, whether registered or not, constitute the exclusive property of BSNL. The Contractor shall not contest, at any time, the right of BSNL or its affiliated companies to any trade mark or trade name or any other Intellectual Property used or claimed by BSNL.

31.3 During the term of the Agreement, the Contractor may be authorized to use BSNL's trademarks, logos and trade names, but only in connection with the Scope of Services as set out in the Agreement. The Contractor's use of such trademarks, logos and trade names shall be in accordance with the guidelines issued by BSNL from time to time.

Nothing herein shall give the Contractor any interest in such trademarks, logos or trade names or any other Intellectual Property Rights. In the event of termination of the Agreement, howsoever caused, the Contractor's, right to use such Intellectual Property, including but not limited to, trademarks, logos or trade names shall cease forthwith from the date of termination of the Agreement. The Contractor agrees not to attach any additional trademarks, logos or trade designations to the trade marks, logos or trade designations of BSNL.

31.4 Contractor further agrees not to use the Intellectual property, including but not limited to the trade marks, logos and trade names of BSNL.

31.5 BSNL reserves the right of prior review and approval of the Contractor's use of BSNL's Intellectual Property including but not limited to any trademarks, logos and trade names as well as all relevant advertisement material in each instance. The Contractor shall not publish, nor cause to be published any advertisement, or make

any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, good will or reputation of BSNL. The Contractor shall indemnify and keep indemnified BSNL against any third party claim arising out of or in relation to such advertisements or oral or written representations which might confuse, mislead or deceive the public or which are otherwise detrimental to the name, good will or reputation of BSNL.

32. REPRESENTATIONS AND WARRANTIES:

32.1 Warrants of Contractor

(a) Contractor represents and warrants that:

(i) it has and will continue to have and to use, the skills, qualifications and experience to provide the Services in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with the Agreement;

- it has full corporate power and authority to enter into, perform and observe its obligations under the Agreement: and
- that the execution, delivery and performance of the Agreement has been duly and validly authorized by all necessary corporate action and it does not violate the governing documents or any law or material agreement applicable to it.

(b) Contractor represents and warrants that it has obtained and will continue to obtain any consents and/or approvals required by any governmental contractor in relation to the provision of the Services. It shall comply with all applicable laws and regulations in carrying out the rights and obligations under the Agreement. As of the date of signing the Agreement, there are no pending threatened legal proceedings that materially adversely affect its ability to perform its obligations under the Agreement.

(c) While performing its obligations under the Agreement, it is not in violation of any third party intellectual property rights that may be relevant for the performance of its Services under the Agreement. Any designs, plans, etc., are the sole and independent creation of the Contractor and are not in breach of copy right and/or other intellectual rights violation.

33. INSURANCE AND LIMITATION OF LIABILITY:

33.1 The Contractor shall, at all times during the Term, at its sole cost and expense, and thereafter for such period as BSNL in good faith requests, in consideration of the particular circumstances, carry and maintain the insurance coverage listed below:

(a) Worker's Compensation Insurance and Employee's Liability Coverage equivalent to the minimum amount required by law;

(b) Professional Indemnity Insurance in respect of legal liability arising from breach of professional duty by reason of any negligent act, error or omission;

(c) Public Liability insurance covering claims arising out of the performance or failure to perform the Services in the Agreement in respect of damage to real or personal property and injury to or death of persons;

(d) Appropriate insurance policies to cover third party claims including cross liability;

(e) Appropriate insurance policy to cover the value of equipments, tools and all other material given by BSNL to Contractor;

(f) In case of emergency / mishap the Contractor has to release the substantial amount of payment to the concerned person or his relatives to take care of the emergency situation and recover later through insurance etc.

33.2. The Contractor undertakes that wherever applicable, the Contractor shall ensure that the relevant insurance policy contains a suitable clause whereby BSNL shall be named as 'co-insured' or as 'loss-payee' under the relevant policy.

33.3. The Contractor shall ensure the satisfactory payment of premium and other charges payable under these policies and shall be responsible for satisfactory and expeditious compliance of all procedures, formalities, and other terms and conditions relating to the initiation and maintenance of the policy including any claims there under. The Contractor shall submit a copy of the policies as well as receipts for the payment of premium and/or any other charges in respect of the above policies to BSNL at its request.

33.4 Details of these insurance policies along with proof of premium payment and insurance cover notes / insurance policies must be provided by the Contractor to BSNL within fifteen (15) days from the date of signing of agreement and / or issuance of the Work Order (wherever applicable).

33.5. For the avoidance of doubt it is acknowledged and agreed that neither Party shall have any liability to the other Party in respect of consequential, indirect or special loss or damage including but not limited to loss of profit, and loss of business, arising out of or from this Agreement.

34. DISPUTE RESOLUTION:

(a) The Parties agree to cooperate and conduct in good faith such discussions and negotiations as may be necessary or desirable to amicably resolve any dispute which may arise between them.

(b) If they are unable to resolve within twenty (20) working days of the relevant meeting of the Parties' senior representatives for whatever reason, then either party may refer such dispute to a sole arbitrator as appointed by BSNL. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

The arbitral award shall be in writing and shall be **final and binding on each Party** and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any dispute arising out of or relating to or in connection with the Agreement except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

35. COMPLIANCE WITH LAWS:-

35.1 The Contractor warrants that Services provided under the Agreement shall conform to all applicable laws, statutory rules and regulations including the surety and environmental norms as **per Government rules and regulations**.

35.2 Notwithstanding the generality of the foregoing, the Contractor shall comply with the following but not limited to the Workmen's Compensation Act, Minimum Wages Act, Employees State Insurance Act, Employees' Provident Fund Act, Apprentices Act, Contract Labour Regulations & Abolition Act, and any/all other applicable statutes and al modifications thereof, in connection with manpower engaged by the Contractor.

The Contractor shall keep intact with him all necessary documents in respect of payments towards Employees Provident Fund / Employees State Insurance Fund and under all other statutes as above and shall furnish the required documents to BSNL, within the specified time, as and when required by BSNL.

36. **INTERPRETATION:**

In the Agreement unless the contrary intention appears:

(i) a reference to the Agreement includes any variation or replacement of the Agreement and includes all Schedules, Annexure attached to the Agreement and any documents that have been incorporated by reference as on the date of execution of the Agreement, and any new Schedules, Annexure and exhibits that may be added to the Agreement as mutually agreed upon by the Parties;

(ii) a reference to a statute, ordinance, code or other law included regulations and other instruments made under it an consolidations, amendments, re-enactments or replacements of any of them;

(iii) the singular includes the plural and vice-versa, words including one gender include other genders;

(iv) heading and marginal notes have been inserted for guidance only and do not form part of the context;

(v) a reference to a thing (including, without limitation, any amount) is a reference to the whole or any part of that thing and a reference to a group of persons is a reference to any two or more of them collectively and to each of them individually;

(vi) person includes a firm, a company, partnership, joint venture, association, corporation or other body corporate, a person, an unincorporated association or an authority;

(vii) a reference to a body or authority which has ceased to exist includes the body or authority which now serves substantially the same objects as the body or authority referred to;

(viii) If a period of time is specified to:

- (a) start from a given day or the day of an act or event, it must be calculated including that day; or
- (b) be after a given day or the day of an act or event, it must be calculated excluding that day; or
- (c) be to or until a given day or the day of an act or event, it ends on the day before that day;

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

GENERAL

a. The special conditions of contract shall supplement the 'Instruction to the Bidder' & General (Commercial) Conditions of the Contract as contained and wherever there is a conflict, the provision herein shall prevail over those Sections.

b. Bids shall be evaluated in totality, which is, the L1 bidder (Lowest price), shall be arrived at, after totaling all the items in the PRICE SCHEDULE.

c. BSNL shall have the absolute right to award the work either per item of work or all items of work given in PRICE SCHEDULE of tender document, at its discretion. Whereas the bidders shall quote for all the items of the PRICE SCHEDULE of the tender document. Bidders quoting in partial for certain items only, will be summarily rejected. However the work will be awarded route wise/ section wise to a single agency for all the items/ selected items.

d. The agreement shall be in force for a period of **one and half year** initially, which may be extendable by BSNL for a further period of up to one year on the same terms and conditions, including Service Level Agreement (SLA) parameters, in writing, with mutual consent.

e. In the event of detection of any malafide actions on the part of the contractor, the works/ items of work assigned to the contractor shall be withdrawn at any point of time, in full or in part, even during the currency of the contract, without notice.

f. BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations. BSNL also reserves the right to blacklist a bidder for a period of 2 years in case, if he fails to honor his bid without sufficient grounds.

g. BSNL will evaluate and judge the performance of the contractor based on the overall execution of the contract and in particular on meeting the SLA parameters. BSNL may award further works to the contractors based on the achievement of SLA parameters over a period of time.

h. The terms and conditions of the contract are subject to modification by mutual agreement based upon the request of BSNL. In case of no agreement being reached in such case, BSNL reserves the right to terminate the contract as per the provisions of the contract.

1. SCOPE OF WORK: The scope of work is detailed in **Section 3 part-A.**

2. LABOUR WELFARE MEASUREMENT AND WORKMAN COMPENSATION:

2.1 **Obtaining License before commencement of work:**
The contractor shall obtain valid labour license under the contract Labour (R&A) Act 1970 and the contract labour (Regulation and Abolition) central Rules 1971, before commencement of the work and continue to have a valid license unit the completion of work. The contractor shall also abide by the provisions of the child labour (Prohibition and Regulation) Act. 1986 any failure to fulfill this requirement shall attract the penal provision of this contact arising out of the resultant non-execution of work.

2.2 **Contractors Labour Regulations:**

a) Working Hours

Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any it shall not spread over more than 12 hours on any day.

When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such workers is governed by the Minimum Wages Act or not.

Where the minimum wages prescribed by the Government under the minimum wages Act, are not inclusive of the wages for the weekly day or rest, the worker shall be entitled to rest day wages, the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days

Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the worker for the performed on the normal weekly holiday at the overtime rate.

b) Display of Notice Regarding Wages Etc.

The Contractor shall, before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local India languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid , the hours of work for which such wage are earned wages periods, dates of payments of wages and other relevant information.

c) Payment of Wages:-

The contractor shall fix wage period in respect of which wages shall be payable.

No wage period exceed one month.

The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

All payment of wages shall be made on a working day at the work premises an during the working time and on a date notified in advance and in case the work s completed

before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

All wages shall be paid in current coin or currency or in both.

Wages hall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the payment of wages Act 1956.

A notice showing wages period and the place and time of disbursement of wages shall be displayed at the place of work an d a copy sent by the contractor to the Engineer-in-charge under acknowledgement.

It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorised representative of the Engineer-in-charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen

The contractor shall obtain from the site Engineer or any other authorised representative of the engineer - in - Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:

Certified that the amount shown in the column No. ..... has been paid to the workman concerned in my presence on ..... at.....

d) Fines and deductions which may be made from wages

The wages of a worker shall be paid to him without any deduction of any kind except the following:

Fines

Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register. Any other deduction, which the Central Government may from time to time allow.

No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against

such fines or deductions.

Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

Labour records

The contractor shall maintain a register of persons employed on work on contract in form XIII of the contract Labour (R&A) Central Rules 1971.

The contractor shall maintain **a Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971.

The contractor shall maintain **a Wage Register** in respect of all workmen employed by him on the work under contract in form XVII of the CL (R&A) Rules 1971.

Register of accidents –

The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a. Full particulars of the laboures who met with accident.
b. Rate of wages
c. Sex
d. Age
e. Nature of accident and cause of accident
f. Time and date of accident
g. Date and time when admitted in hospital
h. Date of discharge from the hospital
i. Period of treatment and result of treatment.
j. Percentage of loss of earning capacity and disability as assessed by Medical officer
k. Claim required to be paid under Workmen's Compensation Act.
l. Date of payment of compensation. Amount paid with details of the person to whom the same was paid.
m. Authority by whom the compensation was assessed.
n. Remarks.

A. The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
B. The contractor shall maintain a **Register of deductions for damages or loss** in Form XX of the CL (R&L) Rules 1971.
C. The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&L) Rules 1971.
D. The contractor shall maintain **a Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971.

Attendance card-cum wage slip

The contractor shall issue an Attendance card cum wage slip to each workman employed by him.

(a) The card shall be valid for each wage period.
(b) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
(c) The card shall remain in possession of the worker during the wage period under reference.
(d) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
(e) The contractor shall obtain the signature of thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

Employment card
The contractor shall issue an Employment Card in the Form XIV of CL (R&L) Central Rules 1971 to each within three days of the employment of the worker.

Service certificate
On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.

Preservation of labour records
The Labour records and records of Files and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-charge or labour officer or any other officers authorised by the Ministry of Communication in this behalf.

Power of labour officer to make investigations or enquiry
The labour or any person authorised by the Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

Report of investigating officer and action thereon
The labour officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. the Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the labour Officer or the authorized officer as the case may be.

Inspection of Books and Slips
The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

Submission of Returns
The contractor shall submit periodical returns as may be specified from time to time .

Amendments
The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations.

Compliance of Provisions of EPF Act 1952

The contractor will ensure compliance of Employees Provident Fund & Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of laboures / employees engaged by him for performing the works of BSNL and ensure EPF deposit on or before due date.. (Proof of Payment of EPF liberties is compulsory)

Compliance of Provisions of ESI scheme

The contractor will ensure compliance of ESI in respect of labourers/ employees engaged by him for performing the works of BSNL and ensure ESI deposit on or before due date

INSURANCE:

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the Government from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the Government may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or Self - Self-attested copies as required by the department of the policies of insurance taken within 15(fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the work the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or department municipal board, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By -laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agencies engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the Government harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, laws and order and provisions as aforesaid. SECTION : GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

SECTION-6

UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD/PBG deposited by us will stand forfeited to the BSNL.

3. No addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website

b) The Bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

Place: .....

Signature of Bidder

Name of Bidder .....
Along with date &Seal

6 (B) – DECLARATION:

"Declaration- I regarding no relationship with any working BSNL/BBNL/DOT employee"

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

I/We hereby declare that NONE of the near relative(s) of mine as well as of the Proprietor /Partner/Directors is/are employed in any capacity in any unit of BSNL/BBNL/Department of Telecommunications.

I/We shall also intimate the name of the person (s), who is/are working with us in any capacity or is/are subsequently employed by us and who is near relative to any officials in the BSNL / BBNL/DOT.

I/We am/are aware that any breach of this condition shall result in immediate termination of the contract /cancellation of the existing contract (s) and also forfeiting of my /our security deposit held by GMTD Bilaspur

Note:- The terms "Near Relative " means Wife /Husband /Parents /Grand Parents/ Children / Grand Children/ Brothers/ Sisters/ Uncles/ Aunts/ Cousins & their corresponding in-laws.

Seal & Signature of the bidder

Station -……
Date-……

"Declaration- II regarding firm not debar/blacklisted in any unit of BSNL"

I/We hereby declare that my/our firm has/have not been declared debar for taking part in tender anywhere in the unit of BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit.

Seal & Signature of the bidder

Station -……
Date-……

"Declaration- III

RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID

The Chief General Manager Telecom BSNL CG Telecom Circle reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one months' notice in writing without assigning any reason.

Tender can be short closed before due time by BSNL due to any technology change/administrative or business reason/umbrella contract finalized and implemented by higher authority or office without any kind of claim by contractor.

Seal & Signature of the bidder

Station -……

Date-……

"Declaration IV:-
"Regarding No Addition /Correction made in Tender document "

No Addition Correction Certificate

I/we……here by declare that in our tender bid there is no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Seal & Signature of the bidder

Station -……

Date-……

SECTION 6(C) VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* : Mr. | Ms. | M/s | Dr.

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id : *(Mandatory for E-Tendering)*

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. : (for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Signature of the Bidder with seal

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account :Savings(10) Current(11)

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

Signature of the Bidder with seal

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note: 1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
3. If Bank Particulars are not provided, the payment will be made by Cheque only.
4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation **Date:** **Company Seal**

(For Office Use)

Vendor Account Group : ☐☐☐☐ Payment Method : ☐☐☐☐

TDS Type - Invoice : ☐☐☐☐ TDS Code - Invoice : ☐☐☐☐

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

 Signature of the Bidder with seal

6 (D) PAYMENT INSULATION UNDERTAKING

I/We undertake that I have sufficient capital resources to execute the scope of this tender and will make due payment to our firms labour / employees assigned to execution of this tender ,as per laws every month, insulating it with the payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of bidder

Name of the bidder (Capacity in which signing)

Station:

Date:

6 (E) EMD RETENTION OPTION

I/We undertake that I am giving option to BSNL to retain my EMD as long as the project continues or to a maximum time period of 24 months whichever is earlier, for unexecuted work executed if approved bidder fail to execute their work.

Signature of bidder

Name of the bidder
(Capacity in which signing)

Station:

Date:

Signature of the Bidder with seal

SECTION- 7
PROFORMAS

7(A) For the Performance Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:……..

Sub: Performance guarantee.

Whereas _____(hereafter referred to as BSNL) has issued an WO no. ……..…… Dated ……/……/20….. awarding the work for the maintenance of OFC in Block……..(name of Block) to M/s ……..…… R/o …… (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of _____of Rs. ……..……/- (hereafter referred to as "P.G. Amount") valid up to ……/……/20……(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We …… Bank ……Branch having ……..…… ……. ……. ……. (Address) and Regd. office address as ……. ……..…… ……. ……. ……. (Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms

 Signature of the Bidder with seal

and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD BSNL Bilaspur " payable at Bilaspur

. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: ……

Date: …….. (Signature of the Bank Officer) Rubber

stamp of the bank

Authorized Power of Attorney Number: ……

Name of the Bank officer: ……..

Designation: …… Complete

Postal address of Bank: ……

……

Telephone Numbers ……..

Fax numbers ……

 Signature of the Bidder with seal

7 (B) For Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. …….. have submitted our bid for the tender no. …… in respect of …… …….. (Item of work) which is due to open on …….. (date) at _____.

We hereby authorize Mr. / Ms. ……& Mr. / Ms……. (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

…….. ……..

Signature of the Representative 1 Signature of the Representative 2

…… …….

Name of the Representative1 Name of the Representative 2

Signature Attested Signature Attested

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

….

Note 1: Maximum two representatives will be permitted to attend the Bid opening

2. Permission for entry to the office where bids are opened may be refused in case authorization as prescribed above is not received.

 Signature of the Bidder with seal

7(C)- CLAUSE BY CLAUSE COMPLIANCE

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

Sl.	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of "General Commercial Conditions "of Section-5 Part-A	
2	All clauses of "Special Commercial Condition of Contract" of Section-5 Part-B	
3	All clauses of Scope of Work, requirement of quantity, SOR (Section-3 Part A, B & C)	
4	All clauses of "General Instruction to Bidders" of Section-4 Part-A	
5	All clauses of "Special Instruction to Bidders" of Section-4 Part-B	
6	All clauses of "E-tendering Instruction to Bidders" of Section-4 Part-C	

- The bidder should mention 'FULLY COMPLIED' in the column 'C' above, otherwise a statement of deviation may be submitted as per clause 31.1(c) of Section -4 Part-A.
- The column "C" if left blank and the bidder signs this page of the document will be treated as full compliance.

 Signature of the Bidder with seal

7(D) - NO DEVIATION STATEMENT

NO DEVIATION STATEMENT

Sl.	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of "General Commercial Conditions "of Section-5 Part-A	
2	All clauses of "Special Commercial Condition of Contract" of Section-5 Part-B	
3	All clauses of Scope of Work, requirements of quantity, SOR (Section-3 Part A, B & C)	
4	All clauses of "General Instruction to Bidders" of Section-4 Part-A	
5	All clauses of "Special Instruction to Bidders" of Section-4 Part-B	
6	All clauses of "General Instruction to Bidders" of Section-4 Part-C	

- The 'No deviation statement' should be given as per clause 31(c) of Section -4 Part-A.
- The bidder should mention ' NO DEVIATION' in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 31 (c) of section-4 Part-A.
- The column "C" if left blank and the bidder signs this page of the document will be treated as full compliance.

 Signature of the Bidder with seal

7(E) - MATERIAL SECURITY BOND FORM

Whereas .....(hereinafter called "the contractor") has been awarded the contract of cable maintenance work as per tender number _____ know all men by these presents that We.....of.....having our registered office at _____ (hereinafter called the "the contractor") are bound unto----------(hereinafter called 'the BSNL") in the sum of----------for which payment will and truly to be made of the said BSNL, the bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

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

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

This guarantee will remain in force up to and including one hundred 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.

Signature of the bank

Signature of the Witness

Name of Witness

Address of Witness

Section 7(F): AGREEMENT PROFORMA

AGREEMENT FOR MAINTENANCE OF OPTICAL FIBER CABLE (OFC) ROUTES

This agreement for Maintenance of OFC Route in Block…….(name of Block) ("Agreement") is entered in to ……

BETWEEN

BSNL (Bharat Sanchar Nigam Limited), a Government of India Enterprise (hereinafter referred to as "BSNL" which expression shall, unless it is repugnant to the subject or context thereof, include its successors, affiliates and permitted assigns)

AND

M/s …… (Contractor)
(Whereas BSNL and Contractor shall hereinafter be jointly referred to as the 'Parties' and individually as a 'Party' to this Agreement).
WHREAS

A. BSNL is A Govt of India Enterprise to establish, operate and maintain telecommunication facilities and to provide telecommunication services and other related value added services, in various telecom circles in India.

B. **BSNL in connection with providing telecommunication services has established an optical fiber cable network ("OFC") and** intends to appoint the Contractor (as defined hereinafter) for the purpose of Maintenance of the OFC routes, as defined in **Schedule -A** hereunder, on terms and conditions set forth in this Agreement.

C. Based on BSNL tender terms and conditions and on the acceptance of the same by the Contractor and has issued a letter of intent ("LOI") dated _____ to the Contractor. A copy of LOI issued to Contractor is enclosed as Annexure-I.

D. In pursuance of the above, BSNL has agreed to avail the Services of the Contractor on exclusive basis and the Contractor has agreed to provide the same, on terms and conditions as contained herein below.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION AND INTERPRETATION: As per Section 4 Part A.

2. SCOPE OF AGREEMENT:

2.1 The scope of Services to be provided by the Contractor includes the maintenance activity mainly consists of:

i) Preventive maintenance of OF routes
ii) Corrective maintenance of OF routes
iii) Scheduled and planned Maintenance of OF routes etc.

2.2 Contractor shall undertake to provide the Services in accordance with the terms and conditions mentioned in this Agreement and those contained in the tender document and LOI.

2.3 BSNL reserves the right to execute the maintenance work on its own without assigning any reason there of and let other Agencies to provide their services in respect of (a) OFC construction work (b) shifting work of OFC; or (c) extension of OFC; and / or (d) any other related work. BSNL shall under such circumstances issue relevant "Work Order(s)" to chosen contractors for the performance and execution of such work notwithstanding any provisions to the contrary contained in this Agreement.

3. RATES: BSNL undertakes to pay OFC maintenance charges as per agreement on monthly basis.

4. OBLIGATIONS OF CONTRACTOR:-

4.1 Once the Contractor has been issued an LOI by BSNL, the Contractor is bound by the terms of its offer and this Agreement as the governing document between the Parties.

4.2 The charges quoted by the Contractor shall be construed to be based on Contractor's own knowledge and judgment of the conditions and hazards involved in the work to be performed. BSNL is not responsible for any assumptions made by the Contractor for arriving at any type of costing or pricing.

4.3 BSNL shall at all times benchmark the performance of the Contractor to the expected service levels as laid down in Schedule -A. In case of any deviation from the requirements or standards in this Agreement, the Contractor must make good the same at no extra cost to BSNL and shall be liable to pay penalties.

4.4 The Contractor shall undertake to make allowances for all contingencies in the contract price and shall not raise any additional claims or objections against BSNL in respect of any matters including but not limited to on account of nature of work, site conditions, right of way, surface and water conditions, claims for labor, equipment, materials and all other related issues.

4.5 The Contractor shall undertake that all the pocket expenses, travelling, boarding and lodging expenses for the Term of this Agreement shall be included in the Contract Price. No extra costs on account of any items or services shall be payable by BSNL.

4.6 The machinery, tools, equipments and / or materials of BSNL, either on route or at site, kept in the custody of the Contractor shall be maintained at the cost of the Contractor for the Term of this Agreement. The Contractor shall at all times be responsible for its safe custody and will be liable for any damages to such tool, machinery, equipment and materials of BSNL. The Contractor further undertakes that it shall have no right or claim including but not limited to right of lien over such machinery, tools, equipments and / or materials of BSNL for any reasons whatsoever arising under this Agreement.

4.7 The Contractor shall undertake to engage qualified and efficient workers and to complete the work strictly in conformity with the plans, drawings, and time-frames provided by BSNL. The Contractor further undertakes to provide immediate efficient replacement in case of non-performance by any of the worker / staff provided by the Contractor.

4.8 The Contractor shall undertake at all times to be solely liable to pay the salaries, wages and allowances, provident fund, employees state insurance as required under law for it's staff and workers.

4.9 The Contractor shall undertake to strictly adhere to the terms of this agreement including the Schedules and any relevant Annexure subject to BSNL's instructions.

4.10 The Contractor shall undertake at all times work in co-ordination with BSNL's representative/supervisory staff and such other authorized personnel, other vendors and that of any other relevant body, as may be required for the purpose of this Agreement.

4.11 The Contractor further undertakes to submit reconciliation statement of materials issued to Contractor on every 15 days.

4.12 The Contractor shall provide the entire infrastructure and work force under this Agreement exclusively for BSNL's use and the said infrastructure / work force shall not be used by Contractor for any other purpose or for any other company / entity / person in any manner whatsoever.

4.13 The Contractor shall, throughout the Term of this Agreement and throughout the duration of any Work Order(s) (wherever applicable), shall *interalia* remedy any defects arising therein, and take all reasonable steps to protect the environment on and off the route, avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of it's method of operation or any other reasons attributable to the acts and omissions of the Contractor and it shall be exclusively liable and responsible for the same.

5. BANK GUARANTEE:As per clause 7 of Section 5 Part A.

6. PAYMENT TERMS, PENALTIES AND AWARDS:

It has been agreed by the Contractor that all payment terms, penalties and awards that are applicable in relation to the Services provided by the Contractor under this Agreement shall be in accordance with the terms and condition specified in the tender document..

7. TAXES, LICENCES AND PERMITS:

7.1 As part of the Contract Price, the Contractor shall, in connection with providing the Services, excluding service tax, applicable levies (excluding works contract tax) as existing, increased or modified from time to time and shall also include any other statutory levies in respect of provisioning of such Services. The Contractor shall cooperate with and render all necessary assistance to BSNL to enable BSNL to avail of and / or recover other indirect taxes, duties and the like. In the event that work contract tax is applicable, BSNL shall deduct from the Contractor and will deposit the same with the appropriate authorities or the relevant body.

7.2 The Contractor shall and at all times be solely liable to pay the personal income taxes in respect of their staff and / or provident funds, employees state insurance and other statutory charges as required under law.

7.3 All licenses and permits required by the Contractor for the execution of the work and / or provision of Services under this Agreement shall be directly obtained by the Contractor. Any extra charge that may be incurred by the Contractor for maintaining or renewing any license or permit shall be to the account of the Contractor without any extra costs to BSNL.

7.4. Payment of ROW charges: - Obtaining permission from the concerned authorities, by paying relevant ROW Charges on behalf of BSNL for works mentioned above is the responsibility of the bidder (contractor). Application for ROW will be signed by BSNL authorities. Prior and proper approval of Business Area Head of BSNL area for the value of ROW charges is a must before payment to be made by the bidder (contractor) to the concerned authorities. However, these charges will be reimbursed by BSNL on submission of valid documentary proof of payment and other relevant documents by the contractor during bill submission.

8. TERM OF THE AGREEMENT: As per clause 10.4 of section 5 Part A.

9. TERMINATION: As per clause 18 and 19 of section 5 Part A.

10. SUB-CONTRACTING AND ASSIGNMENTS: The Contractor **shall not sub-contract** or assign any part or the whole of the work under this Agreement or any Work Order(s) (wherever applicable).

11. LIEN: As per clause 25 Section 5 Part A.

12. INDEMINIFICATIONS: As per clause 26 Section 5 Part A

13. APPOINTMENT OF OTHER AGENCIES FOR RE-EXECUTION: As per clause 27 Section 5 Part A

14. NO PUBLICITY: As per clause 28 Section 5 Part A

15. COMMUNICATION AND REPORTING: As per clause 29 Section 5 Part A

17. CONFIDENTIALITY: As per clause 30 Section 5 Part A

18. INTELLECTUAL PROPERTY RIGHTS: As per clause 31 Section 5 Part A
19. REPRESENTATIONS AND WARRANTIES: As per clause 32 Section 5 Part A
20. INSURANCE AND LIMITATION OF LIABILITY: As per clause 33 Section 5 Part A

21. FORCE MAJEURE: As per clause 21 of section 4 Part A.

22. DISPUTE RESOLUTION: As per clause 34 Section 5 Part A

23. COMPLIANCE WITH LAWS:- As per clause 35 Section 5 Part A

23. INTERPRETATION: As per clause 36 Section 5 Part A

24. INCONSISTENCIES:

(d) In the event of any conflict or inconsistency between the terms, conditions of a Schedule to the Agreement or other attachment to the Agreement and / or LOI, to the extent possible such provisions shall be interpreted so as to make them consistent. If it is not possible to interpret the provisions to make them consistent, the provisions of the main body of the Agreement shall prevail to the extent of the inconsistency.
(e) To the extent that the Services include regulated activities, the requirements of the relevant legislation will, in the event of any conflict or inconsistency with the terms of the Agreement, prevail to the extent of the conflict or inconsistency.

25. CONSTRUCTION:
The Agreement was drafted with the joint participation of the Parties and shall be construed neither against nor in favour of any one Party but rather in accordance with the fair meaning thereof.

26. SEVERANCE:

Any provision of the Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of the Agreement, and, if reasonably practical, will be replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.

27.ADDITIONAL TERMS:
For the avoidance of doubt, any additional terms or conditions in a Schedule, Annexure including any variations or amendments agreed by the Parties and recorded in writing will be a part of the Agreement and apply to the Services which are the subject of that Schedule, Annexure or any other documents incorporated by reference, Terms and conditions of Tender document ,LOI, work order , Terms and definitions in the Agreement shall have the same meaning as this Agreement, unless expressly stated otherwise.
IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SET THEIR RESPECTIVE HANDS TO THESE PRESENTS AND DUPLICATES HEREOF ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

BHARAT SANCHAR NIGAM LIMITED	**CONTRACTOR'S NAME**
SIGNED	SIGNED
_____	_____
Witnesses:	Witnesses:
Witness 1:	Witness 1:
Witness 2:	Witness 2:

 Signature of the Bidder with seal

ANNEXURE-I: FORMAT of LOI (Letter of Intent)

NO._____ Dated: _____

Sub: - Placement of LOI (Letter of Intent), for OFC maintenance in BSNL.
Ref: -

Dear Sir,

On behalf of BSNL, Letter of Intent is hereby issued for Maintenance of OF cable route in respect of ---------- (--- RKM) in ---- to fulfill the following terms and conditions.

1) The contractor has to submit a performance Bank Guarantee of Rs. _____ valid for a period of _____. The said BG shall be furnished by you from a nationalized bank/Scheduled bank within 14 days in accordance with the BSNL format as per Section 7(A) of the tender document.

2) Unit rate of the item shall be as per annexure; thereby total value of the order shall be Rs. _____ (as per annexure). The prices are firm, inclusive of all levies and taxes, excepting Service Tax.

3) The services rendered will be strictly in accordance with the specifications laid down by the BSNL in the above referred tender.

4) The works should commence within _____ days from the date of issue of detailed work order.

5) You are requested to convey your acceptance within 7 days along with PBG as per condition (1) above and enter into an agreement within 15 days of issue of LOI, failing which this offer is likely to be treated as cancelled.

Yours faithfully,

 Signature of the Bidder with seal

7(G)- For the BIDSECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s …… R/o …… …… …… (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ……/- (hereafter known as the "B. G. Amount") valid up to …../……/ 20….. (hereafter known as the "Validity date") in favour of _____.(Hereafter referred to as BSNL) for participation in the tender of Maintenance of OF cable route in respect of ……(Block Name). Vide tender no. ……..

Now at the request of the Bidder, We …… Bank ……Branch having …… ……. ……. (Address) and Regd. office address as ……. ……..…… …… …… …… (Hereinafter called 'the Bank") agrees to give this guarantee as hereinafter contained:

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

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

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

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

6. Notwithstanding anything herein contained ;

   (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

 Signature of the Bidder with seal

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of A.O. (Cash) O/o GMTD BSNL Bilaspur payable at Bilaspur

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: ……..

Date: …….. (Signature of the Bank Officer)

Rubber stamp of the bank
Authorized Power of Attorney Number: …….
Name of the Bank officer: …….. Designation: ……
Complete Postal address of Bank: ……
……
Telephone Numbers ……..
Fax numbers ……

7 (H) INTEGRITY PACTS

To,

……..,
……..,
……..

Subject for the work for Optical Fiber maintenance work in Katghora Block of SSA .Bilaspur

Ref- T. E. No : _____ Date _____

Dear Sir,

It is here by declared that BSNL is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the BSNL.

Yours faithfully

Engineer In-charge

 Signature of the Bidder with seal

Form 7 (I) Information Sheet for JV Partners

Each member of a JV must fill in this form

Tenderers Legal Name :_____

JV Partners legal name :_____

JV Partners year of constitution:_____

JV Partners legal address in country of constitution:_____

_____

_____

JV Partners authorized representative information
(name, address, telephone numbers, fax numbers, email address): _____
_____

_____

Attached are copies of following original documents. Articles of incorporation or constitution of the legal entity named above Authorization to represent the firm named above In case of Specialist Subcontractors a formal intent to enter into an agreement

Notes : (i) Attach an attested photocopy of Certificate of Registration and ownership as well as of Constitution and legal status.
(ii) In case of Joint Venture, attach an attested photocopy of Agreement indicating inter-alia distribution of responsibilities among the members / constituents.

 Signature of the Bidder with seal

To,

Divisional Engineer,
……..,
……..

Sub: Submission of Tender for Optical Fiber maintenance work for Katghora Block of SSA .
Ref- T. E. No: W-1-1/NIT/Tender/GMTD-BIL/17-18/13 Date 30-12-2017

Dear Sir,

I/We acknowledge that BSNL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by BSNL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, BSNL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

We are bidding for the following Blocks and accordingly submitting the required EMD.

Yours faithfully

(Duly authorized signatory of the Bidder)

 Signature of the Bidder with seal

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of BSNL.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of 2017

BETWEEN

BSNL represented through Divisional Engineer, …….. (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender _____ Date _____) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for .....(Name of work) Herein after referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this

Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

3.3.1 The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

3.4 No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

3.5 The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

3.6 The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

g) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

 Signature of the Bidder with seal

3.6.1 It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

3.6.2 The Bidder(s)/Contractor(s) commits himself 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/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other 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, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner 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) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

i) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

j) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have

powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the **Bidder/Contractor.**

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

a) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

29.1.1.1 The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.

29.1.1.2 The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

29.1.1.3 The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, BSNL

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarter of the BSNL** of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard

to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. .....
   (signature, name and address)
2. .....
   (signature, name and address)

Place:
Date :

 Signature of the Bidder with seal

SECTION- 8
Bidder's profile & Questionnaire.

Bidder / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

Passport size photograph of the Bidder/authorised signatory holding power of Attorney

General :

1. Name of the Bidder/firm _____
2. Name of the person submitting the tender whose Photograph is affixed Shri/Smt._____
(In case of Proprietary/Partnership firms, the tender has to be signed by Proprietor/Partner only, as the case may be)
3. Address of the firm
.....
.....

4. Telegraphic Address .....
5. Tel no. (with STD code) (O) ..... (Fax) .....[R).....E-mail id-.....
6. Registration & incorporation particulars of the firm : (PLEASE WRITE THE APPLICABLE)

S. No	Type of firm	Please tick
	Proprietorship	
	Partnership	
	Private Limited	
	Public Limited	
	Joint Venture	

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
7. Name of Proprietor/Partners/Directors .....
.....
8. Bidder's Enlistment Certificate details
a. Category _____
b. Number _____
c. Issuing Telecom Circle _____
d. Issued on _____
e. Valid upto _____
(An attested copy of the Enlistment Certificate may please be enclosed)
9. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:……
(b) Beneficiary branch Name:…….
(c) IFSC code of beneficiary Branch……..
(d) Beneficiary account No.:…….
(e) Branch Serial No. (MICR No.):……...

10. Permanent Income Tax number, Income Tax circle .....
.....
11. Infrastructural capabilities:

a. Capacity of trenching per day (in meters) .....
b. Capacity of pipe laying per day (in meters).....
c. Capacity of pulling cable through duct/pipe per day (in meters).....
d. Capacity of engaging mazdoors per day .....

 Signature of the Bidder with seal

e. Particulars of vehicles available with the Bidder :
Type of Vehicle(s) Registration number

f. Particulars of other machines possessed by the contractor which can help in trenching pipe laying and cable pulling :
.....
.....
……
……

11 Particulars of HDD machine available with the bidder

Type of machines	Pulling Capacity	Rimmer Size	Ownership Particular	Year Of Manufacture

(a) Capacity of micro tunneling per day (in meters): ……
(b) Capacity of pipe laying per day (in meters): …….
(c) Capacity of blowing cable through duct/pipe per day (in meters): ……
(d) Capacity of engaging mazdoors per day: ……
(e) Particulars of vehicles available with the tenderer:

Type of Vehicle(s)	**Registration Number**
…….	……..
…….	……..
…….	……..

13. Details of Technical and supervisory staff:
.....
.....
……

14. VENDER Code (If any in ERP)

Name of State:……..							

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

Place :

Date :

Signature of Bidder/Authorised signatory .....

Name of Bidder .....

Seal of the Bidder

Signature of Bidder

SECTION-9 Part-A

BID FORM

To	**From,**
…….,	**……**
….. …….,	**……**
…….	**……**
<complete address of the tendering Authority>	<complete address of the Bidder>

Bidder's Reference No**:…… …**Dated…….

Ref: Your Tender Enquiry No. ……dated ……

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. ..... dated …….. ……the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the work in (name of the Block) ..... in conformity with the said drawings, conditions of contract and specifications at the rate shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of …….days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the time schedule specified in the Section-1 Part A. (DNIT).
7. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
8. I/We are submitting our bid/bids for the Block as per the name selected in the annexure-1 below.

Dated: ..... day of ..... 20…. Signature ……

Witness Name ……..

Signature……. In the capacity of …….

Name …….. Duly authorized to sign the bid for and on Address

behalf of .....

 Signature of the Bidder with seal

Section 9 Part-A

Annexure-1

Technical Check List.

S. no	Document for the following clauses.	Clause No	Online/Off Line	Remark Whether Submitted (Yes/No)
1	**Tender Fees : Rs. 590/-**	**Clause -1 Sec-1**	**Online & Off Line**	
2	**EMD/ Bid Security (submitted yes or no)**	**Clause-5 of Sec-1**	**Online & Off Line**	
	Name of SSA and Block / **EMD Amt**			
	SSA- Bilaspur ,– Katghora Block / Rs …….			
	MSME Certificate (If applicable)		**Online & Off Line**	
3	Registeration Firm/ Registrar of Company.	Clause -4 .1(i) Sec-1	Online	
4	**Power of Attorny**	**Clause 14.3 Sec-4 Part-A & Clause 4.1(VII) of Sec-1 .**	**Online & Off Line**	
5	Copy of Article of memorandum / Partnership deed/Proprietor ship deed/ Certificate of Incorporation, (which ever is applicable)	Clause 10.1 (a &b) of Sec. 4 Part-A	Online	
6	Copy of PAN Card	Clause 4.1 (II) Section 1	Online	
7	**Certified copy of the Experience certificate**	**Clause 4.1 (V) of Sec. -1**	**Online & Off Line**	
8	Certified copy of Valid EPF of Business Entity .	Clause 4.1 (III) of Sec-1	Online	
9	Certified copy of Valid ESI of Business Entity .	Clause 4.1 (III) of Sec-1	Online	
10	Certified copy of Valid GST Registration .	Clause 4.1 (III) of Sec-1	Online	
11	Attested copy of certificates.	Clause 4.1 (XII) of Section -1	Online	
12	Certificate of Registration with Labour Commissioner,	Clause 4.1 (XII) of Section -1	Online	
13	**Turnover certificate (along with P& L account Statement)**	**Clause 4.1 (VI) of Sec-1**	**Online & Off Line**	
14	**Certified copy of Valid Solvency Certificate**	**Clause 4.1 (IV) Sec-1**	**Online & Off Line**	
15	**Undertakings & declaration**	Sec-6 A	Online	
16	**Undertakings & declaration regarding no relationship with any working BBNL/BSNL/DOT emloyeee**	**Sec-6 B - Declaration -I**	**Online & Off Line**	
17	**Declaration- 2 - Regarding firm not debar/blacklisted in any unit of BSNL"**	**Sec-6 B - Declaration -II**	**Online & Off Line**	
18	**Declaration -3 RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID**	Sec -6 B- Declaration - III	Online	
19	**Declaration-4 Regarding No Addition /Correction made in Tender document**	Sec-6 B - Declaration - IV	Online	
20	**vendor master form**	Sec-6 C	Online	
21	**Undertakings & declaration regarding payment insulation .**	Sec-6 D	Online	
22	**Duly filled & signed Undertakings & declaration regarding EMD retention**	Sec-6-E	Online	
23	**Letter of Authorization**	**Sec-7(B)**	**Online & Off Line**	
24	**CLAUSE BY CLAUSE COMPLIANCE**	Sec-7(C)	Online	
25	**NO DEVIATION STATEMENT**	Sec-7(D)	Online	
26	**Integrity Pact as per proforma given**	**Sec-7 (H)**	**Online & Off Line**	
27	**Information sheet for JV Partners (if applicable)**	Sec-7(I)	Online	
28	**Bidder's Profile & Questionnaire .(As per sec-8)**	Sec-8	Online	
29	**Tender/ Bid form-**	Section 9 Part A	Online	
30	**Technical Check list**	**Annex-1 of Sec. 9 Part-A**	**Online & Off Line**	
31	**Digitally signed copy of Tender Documents/ Addendum/addenda**	Clause 5 of Section- 4 Part C	Online	
32	**Any other document as per tender relevant clauses. (please mention section and clause no against which the document is submitted)**			
	Note: File name of uploaded documents should start with sl no. of the technical bid. For example : Document uploaded against "Certified copy of Valid ESI of Business Entity " should be named as 9-Certified-ESI.pdf			

Note-1 : Documents mentioned at S. No 1, 2,4,7,13,14,16,17,23,26 and 30 should be submit off line . EMD and tender cost fee should be submitted in original. Other than this all the other document may be submitted as self-attested inked signed photocopies in offline envelope in Techno-commercial bid. During evaluation the TEC may consider such photocopies subject to verification later on. However the originals may be required to be submitted by vendor as and when required

Note-2 : Documents mentioned at S. No 16 & 17 should be submit on a Non Judicial Stamp Paper .

Signature of the Bidder with seal

SECTION-9 Part-B

BID DOCUMENT

(FINANCIAL)

E-Tender for SLA Based Comprehensive Maintenance of Optical Fiber cable & Other Network Elements as defined in Scope of work in Katghora Block of SSA Bilaspur

NIT No. W-1-1/NIT/Tender/GMTD-BIL/17-18/13 Date 30-12-2017

Tender No. T-016/Ofc-Mtc./NOFN/Katghora/17-18/07 Dated 30-12-2017

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT BILASPUR

Signature of the Bidder with seal

Financial Bid

To,_____,
_____,
_____

Subjects: Our Financial Bid for Optical Fiber maintenance work in Katghora Block in SSA Bilaspur.

Ref: NIT. No: W-1-1/NIT/Tender/GMTD-BIL/17-18/13 Date 30-12-2017

Dear Sir,
Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. we the under signed offer to execute the work of **Optical Fiber maintenance work** for Katghora Block in SSA Bilaspur , inconformity with the said specifications and conditions of contract at the rates quotes of Block on attached schedule .

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 of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated:..../...../2017 Signature of the Bidder.....

Name of Bidder.....

 Signature of the Bidder with seal

NOFN Mtc. Katghora

To

The
AHM (NP-CFA)
O/o GMTD BSNL Bilaspur

Sub: Our Financial Bid for Optical Fiber maintenance work in Katghora Block in SSA Bilaspur
Ref: NIT. No: W-1-1/NIT/Tender/GMTD-BIL/17-18/13 Date 30-12-2017

Dear Sir,

Having examined the Tender documents, terms and conditions stipulated therein, specification of work etc., we the undersigned offer to execute the OFC cables laying works in conformity with the said specifications and conditions of contract at the percentage on standard schedule of rates quoted as under **(exclusive of GST & inclusive of all other Taxes)**

Name of SSA – Bilaspur , Katghora Block - Business Area :- SSA Bilaspur

S. No.	Description of Item	Quantity (in KM)	Bid price per Kilometer per month for SLA based maintenance	
			(In figures) Rs	(In words) Rs
a	B	c	d	e
A	i) OFC route maintenance work of Katghora Block in SSA Bilaspur.as below with required nos. of teams and tools /tester s/machines/ equipments / vehicles/ office setup and all required related permissions and works as defined in the scope of work for maintaining the Service level Agreement for following ii) Preventive maintenance of OFC routes iii) Corrective maintenance of OFC routes. iv) Scheduled and planned Maintenance of OFC routes etc. v) Improvement of technical parameters of Network. vi) Collection of GPS coordinates and mapping them on MAP. vii) Relaying of PLB pipe with OFC cable and jointing, terminating and testing as composite work, for maintaining the required level of Service Level agreement. Relaying is within estimated cost of this tender and will not be billed separately. The bidder shall have to ensure to relay as and when required to maintain the SLA.All technical specifications for laying and splicing given in the tender shall be followed. And/ Or any other work deemed fit to maintain the SLA	300 KM		

Note:

A. L1 bidder (Lowest price) shall be arrived on column e for Katghora Block quoted above.In case of discrepancy the amount in words will be taken as final. In case of too high bids or more than one bidders on L-1 the reverse bid option will be applicable
B. At the time of award of work number of teams required will be as per the quantum of work awarded according to Scope of Work and readiness of routes for maintenance.
C. GST wiil be applicable with effect from 1.07.2017 in place of service tax and will be payable by BSNL on actual basis.

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 of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Note: The Bidder has to attach a letter showing the justification & calculation of the rates based on which this quote has been submitted.

Dated …/ / 2017

Signature of the Bidder
Name of Bidder

Signature of the Bidder with seal