

# निविदा दस्तावेज BID DOCUMENTS

E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6  
UNDER RAIPUR BA.

NIT NO. CGRYP-PLG/41(11)/32/2021-PLG RYP Dt: 13/10/2021

प्रस्ताव की मान्यता - १५० दिन  
VALIDITY OF THE OFFER – 150 DAYS



भारत संचार निगम लिमिटेड  
(भारत सरकार का एक उद्यम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**BSNL 3G**  
A generation ahead


Read this tender document along with clarifications/corrigendum uploaded on  
website thoroughly before submission of bid & ensure all documents submitted are  
fully authenticated by the authorised signatory.

कृपया टेंडर डॉक्यूमेंट को ध्यानसे पढे

Only tender submitted online will be accepted.

Asstt. General Manager (NWP)  
Office of the General Manager Telecom,  
Ground Floor, BSNL Admn. Building,  
Fafadih, RAIPUR-492001  
Tel no.: 0771-2537766  
E-mail: [agmnwpryp@gmail.com](mailto:agmnwpryp@gmail.com)  
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## SECTION-1

<b>BHARAT SANCHAR NIGAM LIMITED</b> Asst. General Manager (NWP), Ground Floor, Telecom Bhavan, % General Manager Business Area, Fafadih, RAIPUR-492001.	 <b>भारत संचार निगम लिमिटेड</b> (भारत सरकार का उपक्रम) <b>BHARAT SANCHAR NIGAM LIMITED</b> (A Govt. of India Enterprise)
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TENDER NO. CGRYP-PLG/41(11)/32/2021-PLG RYP Dt: 13/10/2021


Sub:- **E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6 UNDER RAIPUR BA.**

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**A.G.M. (NWP)**  
**Tel no.: 0771-2537766**

**SECTION-1 PART – A**  
**DETAILED NOTICE INVITING TENDER (DNIT)**

<b>BHARAT SANCHAR NIGAM LIMITED</b> Asst. General Manager (NWP), Ground Floor, Telecom Bhavan, % General Manager Business Area, Fafadih, RAIPUR-492001.	 <b>भारत संचार निगम लिमिटेड</b> (भारत सरकार का उपक्रम) <b>BHARAT SANCHAR NIGAM LIMITED</b> (A Govt. of India Enterprise)
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NIT NO. CGRYP-PLG/41(11)/32/2021-PLG RYP Dt:13/10/2021

1. Digitally Sealed E-Tender is invited by the General Manager Telecom, Telecom BA, BSNL, RAIPUR-492001, for :- **E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6 UNDER RAIPUR BA.** BSNL, Chhattisgarh Telecom Circle for a period of one year and extendable by additional one year, on the same terms and conditions.

S. No.	Name of BA	Name of Zone	Minimum No. of Splicing team@300Km	Total Route length (KM)	Estimated Cost For SLA OFC Maintenance For One Years In Rs.	Estimated Cost for OFC Improvement Work For One Years In Rs.	Total Tender Cost For One Year In Rs	Tender Fee Rs.	EMD (Rs.)
1	RAIPUR	Zone-1 SDOT RAJNANDGAON, DONGARGARH, KHAIRAGARH	1	271.482	16,97,305.00	6,78,922.00	23,76,228.00	590.00	59,406.00
2	RAIPUR	Zone-2 SDOT BALOD	1	397.348	24,84,220.00	9,93,688.00	34,77,908.00	590.00	86,948.00
3	RAIPUR	Zone-3 SDOT BEMETARA, KAWARDHA	2	520.620	32,54,916.00	13,01,966.00	45,56,883.00	590.00	1,13,922.00
4	RAIPUR	Zone-4 SDOT DONGARGAON	1	399.701	24,98,931.00	9,99,572.00	34,98,503.00	590.00	87,463.00
5	RAIPUR	Zone- 5 SDE TX DURG RURAL A	1	234.400	14,65,469.00	5,86,188.00	20,51,656.00	590.00	51,291.00
6	RAIPUR	Zone- 6 SDE TX DURG RURAL B	1	300.367	18,77,894.00	7,51,158.00	26,29,052.00	590.00	65,726.00
		<b>TOTAL</b>		2123.918	1,32,78,735.00	53,11,494.00	1,85,90,230.00	3540.00	4,64,756.00

**Note 1:** Separate Financial BID documents need to be submitted by bidder for participation in zone1 to Zone-6. The bidder can quote for all the zones separately, however GM BA Raipur reserve right to consider the lowest bid for any two zones only.

**Note 2:** GM BA BSNL RAIPUR reserves the right to award the tender to more than one bidder, at the price approved for L-1 bidder. In case two bidders are approved, then distribution will be done to two bidders (L1 & L2) in the proportion of 60:40 and the same will be decided by BSNL. However, the work will be awarded to both contractors in phased manner based on the availability of the fund, availability of teams in the field, as well policies of BSNL.

- Note 3:** The Approximate Length in Km and no. of FRTs 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.
- Note 4:** The scope of work involved in the Maintenance of Optical Fiber cable is defined in Section-3 Part-A. The successful bidder has to deploy minimum one Fault Repair Team (FRT) for every 300 km length of OFC route.
- Note 5:** Deleted
- Note 6:** The Contractor will have to supply FRTs for Preventive as well as Corrective Maintenance of OFC routes and take all measures to minimise occurrence of faults. The FRTs will report to DE incharge of BSNL office. In case of any OFC Fault, FRT has to move immediately to restore the fault and restore the OF Cable to maintain Minimum Time to Restore (MTTR), as per SLA Parameters.
- Note 7:** The contractor can be asked to work in any other area of RAIPUR BA/(Chhattisgarh Circle) at the rate approved for that BA in case of any exigency.
- Note 8:** The successful bidders shall also have to engage specialized manpower for OFC pulling / Jointing/Splicing/Termination of Fibre on FDMS/FDF, as approved as and when required by Engineer-in charge.
- Note 9:** The evaluation of the tender will be done on the total price quoted in the Price Schedule at Section-9 Part-B of the tender document.
- Note 10:** **Period of Contract** shall be one year from the date of agreement and extendable by additional one year. GM BA BSNL RAIPUR reserves the right to award the tender to more than one bidder, at the price approved for L-1 bidder. In case two bidders are approved, then distribution will be done to two bidders (L1 & L2) in the proportion of 60:40 and the same will be decided by BSNL. The approved bidder/s will have to submit the Performance Security Deposit /PBG valid for a period of 18 months from the date of approval of tender. In case the tender is extended for additional one year, the approved bidder will have to deposit additional BG, valid for a period of 18 months from the commencement of extended period.
- Note 11: Additional Performance Security:** Bidders quoting price lower than 25% of the Estimated rate will be required to deposit Additional Performance Security equivalent to the applicable PBG i.e. the amount of PBG will be two times of that of original PBG.
- Note 12:** (As per Ltr. F. No. CA/MMT/3-1/2018 dtd. 17.07.2018 from AGM (MMY), BSNL C.O., ND., the requirement of compulsory advertisement in Newspapers - as per GFR, 2005 - has been dispensed with. Advertisements in case of tenders above certain threshold value should be given on Central Public Procurement Portal (CPPP). Accordingly, this NIT is being published on e-procure website [www.etenders.gov.in](http://www.etenders.gov.in) of NIC/CPPP & CG Intranet with link to [www.chhattisgarh.bsnl.co.in](http://www.chhattisgarh.bsnl.co.in)

## 2. Purchase of Document:

Tender document can be obtained by downloading it from the website [www.etenders.gov.in](http://www.etenders.gov.in) in using **Tender ID** The physical copy of the Tender document would not be available for sale.

- 2.1 The bidders downloading the document are required to submit the Tender fee amount (along with applicable GST) through Crossed DD/ Banker's Cheque issued by any Nationalised /Scheduled Bank in favour of "**The AO (Cash) O/o GM BA BSNL, RAIPUR**", along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.
- 2.2 The Crossed Demand Draft/ Bankers Cheque or Original Cash Receipt should be submitted offline in the envelope as mentioned in clause 4.2 of Section-4 Part-C.
- 2.3 Successful Bidders are required to sign & submit the **Agreement of Contract (AOC)** (format as per Section 7(I)) along with the unconditional acceptance letter after receipt of

'Letter Of Intent' (LOI).

- 2.4 The Tender fee is non-refundable & non-transferable.
- 2.5 The MSE units shall be exempted from submission of Bid Security deposit & Tender Fee on production of requisite proof in respect of valid certification from MSME for the tendered item (please note that only 'Micro' and 'Small' category businesses are eligible for this concession). There is no exemption to MSE units/ bidders from submission of PBG and Material Security, which they will be required to submit, as applicable, if the tender is awarded to MSE units/ bidders.
- 2.6 MSME bidders shall have to produce proof of registration on CPPP with UAM number. The bidders who fail to submit UAM number will not be able to avail the benefits available to 'Micro' and 'Small' Enterprises as contained in Public Procurement Policy for MSE Order, 2012 issued by MSME. Bids of MSE Bidders, who have not submitted proof of registration on CPPP with UAM number, shall be rejected at the initial stage itself.

### 3. Availability of Tender Document:

In case of Tender invited through e-tendering process, physical copy of the Tender document would not be available for sale.

**Note13:** The Tender document shall not be available for download on its submission / closing date.

### 4. Eligibility Criteria:

- 4.1 The Bidder shall be a company registered in India under the companies Act 1956/ 2013 or a partnership firm/proprietorship firm registered in India.
- 4.2 **Financial Turnover:** -Average Annual financial turnover (to be submitted along with balance Sheet certified by CA) during of last 3 years i.e. 2017-18, 2018-19, 2019-20 OR 2020-21 should be at least 30% of the annual estimated cost. Audited Annual Financial Reports in support of this is to be enclosed along with the bid to substantiate eligibility in this regard.
- 4.3 **Solvency Certificate:** -Certified copy of Solvency Certificate from the nationalized/ scheduled bank of the bidder for 30% of the estimated tender cost for BA has to be submitted. The Solvency Certificate should not be older than one year from the date of issue of this Tender (DNIT).
- 4.4 **Experience in terms of Technical Eligibility Criteria:**

Bidders should have experience of having successfully completed SLA based OFC Maintenance/ OFC laying and associated works in single/multiple contracts in last Seven financial years (i.e. FY 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21) in DOT/BSNL/MTNL/Central Govt. & their CPSUs/State Govt. and their PSUs, other licensed telecom service provider during the last Seven financial years ending last day of month previous to the one in which application are invited, and should be one of the following: -

Three completed works costing not less than the amount equal to 40% of the estimated cost/quantity.

OR

Two completed works costing not less than the amount equal to 50% of the estimated cost/quantity.

OR

One completed works costing not less than the amount equal to 80% of the estimated cost/quantity.

The experience certificate should be issued by the officer not below the rank of DGM (JAG Level officer) or tender approving authority in case of BSNL/ MTNL/ DOT/ Govt. PSU/ Govt. Department and by work order issuing authority in case of licensed telecom service provider.

- 4.5 Bidders should have office in the states of Chhattisgarh. Valid proof of office address is to be submitted.
- 4.6 The Bidder should also possess the following documents and self-attested copies of these documents should be submitted -
- (i) EPF/ESI Registration Certificate along with latest EPF/ESI payment certificate.
  - (ii) Income tax return for the last 3 years i.e. assessment year 2017-18, 2018-19, 2019-20 OR 2020-21 along with the annual turnover certificate and Profit & Loss statements for these years.
  - (iii) Solvency Certificate.
  - (iv) Valid PAN Number.
  - (v) Valid Goods and Services Tax Registration Certificate No(s).
  - (vi) A self-declaration on the company's letterhead along with the evidence that the bidder is not black listed by GST authorities. In case the bidder gets black-listed during the tenure of BSNL contract, then any loss of Input Tax credit thereof shall not be borne by BSNL due to default of the bidder.
  - (vii) In case of multiple GST numbers, all the numbers shall be provided at **Section-8: "Bidders Profile & Questionnaire"**.
  - (viii) Near Relative Certificate, in case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company.
  - (ix) The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- 4.7 The Bidder should NOT be a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Self undertaking to this effect must be submitted by the bidder.
- 4.8 A self-declaration on the company's letterhead giving List of employed skilled technical personnel and/or Undertaking regarding employment of skilled technical personnel has to be submitted by the Bidder.
- 4.9 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria in their Tender bid. All documents submitted should be self-attested by the bidder.

4.10 **Deleted.**

4.11 **Conditions for Joint Venture/Consortiums (JV/CONSORTIUM)**

#### **4.11.1 Contractual Joint Venture/Consortiums**

##### **(A) General**

In the case of tender by a Joint Venture/Consortium of two or more firms or companies as partners, Joint Venture/Consortium data must be furnished in the format prescribed {Form 7(F)} along with the documents as mentioned therein. The following requirements shall also be complied with:

- (i) 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.
- (ii) 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.
- (iii) A member of JV/CONSORTIUM Firm shall not be permitted to participate either in individual capacity or as a member of another JV/CONSORTIUM Firm in the same tender.

- (iv) 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/Consortium.
- (v) 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/Consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture/Consortium.
- (vi) All partners of the Joint Venture/Consortium 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).
- (vii) In the event of default by any partner in the case of a Joint Venture/Consortium 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.
- (viii) A copy of the agreement entered into by the Joint Venture/Consortium partner shall be submitted.
- (ix) In case the bidder is Joint Venture/Consortium, the bidder shall submit the following:
  - (B) The Joint Venture/Consortium Agreement duly notarized indicating:**
    - (i) Nomination of one of the members of the Joint Venture/Consortium to be In-charge or Lead Member. This authorization shall be issued by the legally authorized signatories of all members of the Joint Venture/Consortium.
    - (ii) 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.
    - (iii) Each member of the Joint Venture/Consortium shall be jointly and severally liable for the undertaking of this Contract.
    - (iv) 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/Consortium. 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.
    - (v) 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.
    - (vi) 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.

#### 4.11.2

##### **Equity Joint Venture/Consortiums (JV/CONSORTIUM)**

- (A) Separate identity/ name shall be given to the Joint Venture/Consortium Firm.
- (B) Number of members in a JV/CONSORTIUM Firm shall not be more than three.
- (C) A member of JV/CONSORTIUM Firm shall not be permitted to participate either in individual capacity or as a member of another JV/CONSORTIUM Firm in the same tender.
- (D) The tender form shall be purchased and submitted only in the name of the JV/CONSORTIUM Firm and not in the name of any constituent member.

- (E) EMD shall be submitted only in the name of the JV/CONSORTIUM 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/CONSORTIUM Firm and giving written confirmation from JV/CONSORTIUM members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV/CONSORTIUM Firm.
- (F) One of the members of the JV/CONSORTIUM Firm shall be its Lead Member who shall have a majority and have at least 51% share of interest in the JV/CONSORTIUM Firm and also, must have satisfactorily completed in the last seven years, one similar single work as defined above in para 4 of section 1 part A for a minimum value of 25% of advertised tender value. The other members shall have a share of not less than 20% each. In case of JV/CONSORTIUM Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- (G) A copy of Memorandum of Understanding (MOU) executed by the JV/CONSORTIUM members shall be submitted by the JV/CONSORTIUM Firm along with the tender. The complete details of the members of the JV/CONSORTIUM Firm, their share and responsibility in the JV/CONSORTIUM 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.)
- (H) 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.
- (I) Approval for change of constitution of JV/CONSORTIUM Firm shall be at the sole discretion of the BSNL. The constitution of the JV/CONSORTIUM Firm shall not be allowed to be modified after submission of the tender bid by the JV/CONSORTIUM 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/CONSORTIUM Firm. Failure to observe this requirement would render the offer invalid.
- (J) Similarly, after the contract is awarded, the constitution of JV/CONSORTIUM 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.
- (K) On award of contract to a JV/CONSORTIUM Firm, a single Performance Guarantee shall be submitted by the JV/CONSORTIUM Firm as per tender conditions. All the Guarantees like Performance Guarantee, etc. shall be accepted only in the name of the JV/CONSORTIUM Firm and no splitting of Guarantees amongst the members of the JV/CONSORTIUM Firm shall be permitted.
- (L) On issue of LOA (Letter Of Acceptance) / WO (Work Order), an agreement among the members of the JV/CONSORTIUM 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/CONSORTIUM Agreement shall be submitted by the JV/CONSORTIUM 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/CONSORTIUM and the JV/CONSORTIUM. This Joint Venture/Consortium Agreement shall have , inter-alia, following Clauses:
  - (i) Joint And Several Liability - Members of the JV/CONSORTIUM 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/CONSORTIUM 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.

- (ii) Duration of the Joint Venture/Consortium 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.
- (iii) Governing Laws- the Joint Venture/Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (M) Authorized Member - Joint Venture/Consortium members shall authorize one of the members on behalf of the Joint Venture/Consortium 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/ Work Diary 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/CONSORTIUM Firm.
- (N) No member of the Joint Venture/Consortium 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.
- (O) Documents to be enclosed by the JV/CONSORTIUM Firm along with the tender:
  - (i) In case one or more of the members of the JV/CONSORTIUM 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/Consortium 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/CONSORTIUM Agreement on behalf of the partnership firm and create liability against the firm.
  - (ii) 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.
  - (iii) 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/CONSORTIUM agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV/CONSORTIUM 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.
    - (iv) All the Members of JV/CONSORTIUM 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/CONSORTIUM or the JV/CONSORTIUM Firm in which they were/are members.
- (P) **Credentials & Qualifying Criteria:** Technical and financial eligibility of the JV/CONSORTIUM Firm shall be adjudged based on satisfactory fulfilment of the following criteria:

(i) Experience/Technical Eligibility Criteria:

Lead Member of the JV/CONSORTIUM Firm must have satisfactorily completed in the last seven years, one similar single work for a minimum of 25% of advertised value/total estimated cost of the tender. The other members shall have a share of not less than 15% each. However, all the members should jointly meet at least 100% of the qualifying criteria for similar single work.

(ii) Turnover/Financial Eligibility Criteria:

The contractual payments received by the JV/CONSORTIUM Firm or the arithmetic sum of contractual payments received by all the members of JV/CONSORTIUM Firm in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 60% of the estimated value of the work as mentioned in the tender.

**Note 14:** 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 15:**

- (a) The conformance to this requirement shall be explicit from the submitted certificates in the format provided at Section 7(H) as required in Clause 4.4 above.
- (b) In case any certificate submitted are covering for a period of more than two years, pro-rata amount will be assumed to arrive at the value attributable to two year period in order to evaluate eligibility in this regard.
- (c) 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.

**5. Bid Security/EMD:**

**5.1** The bidder shall furnish the bid EMD (2.5 % of the total estimated cost for ONE year) in the form of Demand Draft/ Banker's cheque issued by any Nationalised /Scheduled Bank drawn in favour of "**The AO (Cash) O/o GM BA BSNL RAIPUR**".

**5.2** The MSE units (micro & small category only) shall be exempted from submission of Bid Security deposit & Tender Fee on production of requisite proof in respect of valid

**5.3** Certification from MSME for the tendered item.

**6. Availability of Tender Document & submission of On line Tender:** The tender document shall be available for downloading be uploaded On line on portal :(www.etenders.gov.in) - 20-10-2021, 18:00PM on wards up to 12:00 Hrs. of 09-11-2021 ,

**7. Time and last Date of submission of Off line Tender :** All required document should be submitted at AGM (NWP), Ground Floor, Room No: 101, O/o GM BA BSNL FAFADIH TELECOM BHAVAN RAIPUR Chhattisgarh-492001 before 12:30 Hrs. on 10/11/2021

**Note 16:** 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 on eprocure.gov.in website.

**8. Online opening of Tender Bids: 10/11/2021,14:00 Hrs**

**9. Place of opening of Tender bids:**

In case of Tenders invited through e-tendering process, the Tenders shall 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. Kindly refer clause 6 of Section-4 Part C of Tender document for further instructions.

**10.** Tender bids received after due time & date will not be accepted by the online system.

**11.** Incomplete, ambiguous, Conditional, unsealed Tender bids are liable to be rejected.

12. The GM BA , BSNL RAIPUR reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever and he is not bound to accept the lowest Tender rate.
13. Tender document for e-bidding process can be downloaded from the e- tender portal [www.etenders.gov.in](http://www.etenders.gov.in) following the Link – “e-Tender” from **20/10/2021 18:00 PM** onwards.
- 13.1 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 e-tender portal [www.etenders.gov.in](http://www.etenders.gov.in).
- 13.2 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.

**14. Pre-Bid Meeting :**

Pre-bid Vendor conference shall be held at “AGM(NWP) O/o GM BA BSNL, Telecom Bhavan, Ground Floor, Fafdi, RAIPUR-492001” at **11:00 hrs on 02/11/2021**. Any changes in date & venue shall be communicated through E-tender portal: [www.etenders.gov.in](http://www.etenders.gov.in).

**Note 17:** All documents submitted in the bid offer should be preferably in English. 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 18:** All computer generated documents should be digitally signed/ attested by the bidder/vendor organization.

## SECTION - 2

### TENDER INFORMATION

1. **Type of Tender:** - Single Stage bidding using Two Electronic Envelopes system.

**Note 1:-** The bidder shall submit Techno-commercial & Financial bid simultaneously.

**Note 2:-** 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 date of Tender opening and can be extended.

3. **Bid Document:-**The Tender is invited under two envelopes system. The 1st electronic envelope will be named as "**Techno-Commercial Envelope**"& will contain documents of bidder's satisfying the eligibility / Technical & Commercial conditions; and 2nd electronic envelope will be named as "**Financial Envelope**" containing financial quote.

These envelopes shall contain one set of the following documents:-

- a) Techno-Commercial Envelope shall contain one set of following documents:-

1	The Bidder shall be a company registered in India under the companies Act 1956/ 2013 or a partnership firm/proprietorship firm registered in India.
2	Average Annual financial turnover (to be submitted along with balance Sheet certified by CA) during of last 3 years i.e. 2017-18, 2018-19, 2019-20 OR 2020-21 should be at least 30% of the annual estimated cost. Audited Annual Financial Reports in support of this is to be enclosed along with the bid to substantiate eligibility in this regard.
3	Certified copy of Solvency Certificate from the nationalized/ scheduled bank of the bidder for 30% of the estimated tender cost for BA has to be submitted. The Solvency Certificate should not be older than one year from the date of issue of this Tender (DNIT).
4	Income tax return for the last 3 years i.e. assessment year 2017-18, 2018-19, 2019-20 OR 2020-21 along with the annual turnover certificate and Profit & Loss statements for these years.
5	EMD – As per Section-1,Part A
6	Cost of the Tender documents i.e. Tender fee as per Section-1, Part A.
7	Self attested copy of PAN Card .
8	Valid proof of office Address in Chhattisgarh Telecom Circle as per Section-1, Part A .
9	Clause by clause compliance OR Statement of deviation as per format given at Annexure-7(G)
10	Bidder's Profile & Questionnaire duly filled & signed as per Section 8.
11	"Undertaking & declaration" duly filled & signed in Section 6 (A) .
12	Tender /Bid Form as per Section 9 Part A.
13	List of employed skilled technical personnel and/or Undertaking from Bidder regarding employment of skilled technical personnel.
14	Documentary proof of valid GST registration.
15	Self-declaration along with the evidence, that Bidder is not black-listed by GST authorities.
16	List of all GST registration numbers to BSNL, where supplier holds multiple valid GST numbers, <b>if applicable</b> . (To be mentioned/attached separately in Bidder's Profile & Questionnaire).
17	Certificate of Incorporation, if applicable.
18	Article or Memorandum of Association or Partnership deed or proof of sole Proprietorship; viz. Shop & Estt. Act License, as the case may be.
19	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile nos., Email Id & telephone numbers of office and residence
20	Documentary proof in respect of valid certificate from MSME for tendered item/work (if applicable).
21	Undertaking with respect as per clause 4.7 Section-1 Part-A(that the Bidder is NOT a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India).

22	EPF/ESI Registration Certificate along with latest EPF/ESI payment certificate.
23	Power of Attorney in accordance with clause 14.3 (a) of Section-4 Part-A and authorization for executing the power of Attorney as per clause 14.3 (b) & (c) of Section-4 Part-A.
24	Power of Attorney (POA) in accordance with clause 14.3(e) of Section - 4 Part-A in favour of DSC ( <b>if applicable</b> ). The "Power of Attorney" shall not be older than the date of issue of NIT. <b>(Offline as well as Online)</b>
25	Attestation of specimen signature of authorized signatory by company's Banker as per clause 14.3(d) of Section-4 Part A of tender (to be submitted by all Bidders including proprietorship, partnership, joint ventures, companies, etc.)
26	Experience certificate as per Clause No. 4.4 Section-1 Part-A in format at Annexure-7(H).
27	Non relationship certificate as per clause 34 of Section-4 Part-A.
28	Crossed cancelled cheque.
29	The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.

**Note 1: -**

- (i) In e-Tendering portal due to limitation of software only 15 files in PDF Format can be uploaded. Hence each PDF file is clubbed with more than one document as mentioned above (i.e. Doc.(a) of (1), Doc.(b) of (1), Doc.(c) of (1) etc.)

Therefore while preparing the PDF file, please scan all the documents mentioned in the respective Sr. No. of the above table. Each document of this PDF file should be named as Doc.(a) of file-(1), Doc.(b) of file-(1) & Doc.(c) of file-(1) and upload the said PDF file on e-portal.

- (ii) Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer (Power of Attorney holder). In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.
- (iii) Submission of documents listed under Clause-3 is mandatory and non-compliance may result in rejection of the Bid during evaluation.
- (iv) 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". (Note: In <NAME> give full detail of that document).
- (v) For Joint ownership/ partnership firms, the following shall be submitted -
- I. Certificate of incorporation/ partnership deed.
  - II. Articles of Memorandum of Association or proprietorship deed of the company
- b) Financial envelope shall contain Bid form- Price Schedule (Section-9 Part-B) BOQ.xls Excel format file duly filled & digitally signed (Please refer Section-4 Part-C).

**Note 2:-**

The following documents are required to be submitted **Online, as well as, Offline (physically)** to "AGM(NWP), Room No 101 Ground Floor, Telephone Bhawan, Fafadih, RAIPUR- 492001" on or before the last date & time of submission of bids in a sealed envelope -

- (i) EMD – Bid security (original copy)
- (ii) DD/ Banker's Cheque or Cash Receipt from The AO(Cash)O/o GM BA BSNL RAIPUR as per Clause 2.1 of Section-1 Part-A of bid document for tender fee
- (iii) Power of Attorney in accordance with clause 14.3 (a) of Section-4 Part-A and authorization for executing the power of Attorney as per clause 14.3 (b) & (c) of Section-4 Part-A.

- (iv) Attestation of Specimen Signature of POA holder by Company's / Firm's Banker as per clause 14.3(d) of Section-4 Part-A.
- (v) Power of Attorney for DSC in accordance with clause 14.3 (e) of Section-4 Part-A (if applicable) along with Attestation of Specimen Signature of DSC holder by Company's / Firm's Banker as per clause 14.3(e) of Section-4 Part-A.

**Note 3:-Deleted.**

**The envelope shall bear the Tender number, name of work and the phrase: "*Do Not Open Before \_\_\_\_\_ (due date & time of opening of Tender)*".**

- 4. Payment terms:** As detailed in **clause 14 of section-5 part A** of the Tender document.



## **SECTION - 3 PART A**

### **SCOPE OF WORK**

#### **SCOPE OF CONTRACT:**

GM BA Raipur, Raipur BA is a unit of Chhattisgarh Telecom BSNL (A Govt. of India Enterprise), responsible for the maintenance of **Optical Fiber Cable** network and systems in clusters of Raipur Zone-1 and Zone-2. 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 activities shall mainly consists of :

- 1) Preventive maintenance of OFC routes.
- 2) Corrective maintenance of OFC routes.
- 3) Scheduled and planned Maintenance of OFC routes etc.
- 4) Improvement of technical parameters of Network
- 5) Collection of GPS coordinates and mapping them on MAP.

#### **Service Level Agreement (SLA)**

To ensure the following SLAs:

- a) At least 25% of the road routes patrolling on daily basis. 25% reduction in the cable cuts/damages/theft compare to last year cable faults on monthly basis.
- b) The permissible/unavoidable OFC cuts shall be within **3** cable cuts per 100 km per month.
- c) The fiber loss shall not exceed **0.1 dB** per each splice.
- d) The mean time to repair (MTTR) OFC cut shall be within **8** Hours (averaged over a month from the time of OFC cut occurrence).
- e) However in total faults in a month, up to 90% OFC cuts, the restoration time permitted is < 8 Hrs and for 10% OFC cuts, restoration time permitted is greater than 8 Hrs with overall restoration time permitted is  $\leq$  8Hrs for all OFC cuts during a month.

**The Detailed scope for outsourced agency is as under:**

#### **1. Preventive Maintenance:**

Prevention is better than cure is a recommended philosophy applicable in all spare of life.

Accordingly the laid optical fiber can have the maximum up-time if the probable damages/ cuts/ theft could be prevented. For that all the routes should be properly patrolled and guarded time to time as and when required to know any perceived threat to the laid underground fiber cable generated due to planned/under-execution digging activities undertaken by other agencies on laid fiber route or otherwise.

Now a day's largely all the digging activities require prior permission of various civic agencies and in majority of cases the permission process is online and such digital records are available to the interested parties. Therefore, the effectiveness of the patrolling is co-related to the efficacy of gathered information for the preapproved/sanctioned digging permission by various civic agencies like Municipal corporations, PWD etc. Accordingly, it is expected that the vendor will develop an eco system to obtained maximum real time relevant information from the civic agencies and would utilized the gathered information to protect the laid underground cables at the proposed locations or at the perceived digging points or at potential threat points on account of the physical activities undertaken by other agencies/private bodies. Further, it is also observed that many such digging activities are executed in night/wee hours due to various reasons especially due to heavy road traffic evasion. Therefore, availability of patrolling and preventive activities on 24\*7 basis is a must.

Accordingly, it is expended that the vendor would ensure:-

- i. Availability of resources on 24x7 basis.
- ii. At least 25% of the road routes patrolling on daily basis in a scientific manner to achieve its objective effectively.
- iii. BSNL expects a 25% reduction in the cable cuts/damages/theft compare to last year cable faults on monthly basis. Exceeding to permissible faults/cuts/damages/theft limit on monthly basis would attract penalty as defined.
- iv. Develop an eco system to obtain maximum real time relevant information from various agencies.
- v. The contractor may use any mode of transport as convenient and required for proper patrolling on the route.
- vi. The contractor shall make/update the O.F cable route diagrams using GPS having the details of pits/joint locations/coils/RCC chambers etc. regularly and submit to BSNL
- vii. Closely liaison with 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.
- viii. The Outsourced Agency 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 Outsourced Agency 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 Outsourced Agency 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:-
  - a. 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.
  - b. State Highways, R&B Departments as mentioned above.
  - c. Water Supply Department works may trench on our cable route and as such extreme care is to be taken.
  - d. Railway department works such as construction of over bridges / under bridges, etc.
  - e. Forest department works, such as plantation / removal of trees on the cable routes, which may cause damage to cable.
  - f. Electricity board works like trenching on our cable routes, erection / removal of electricity boards posts on cable routes, etc.
  - g. 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.
  - h. Any and all Central / State / District / Municipal / Local / Panchayat / Political Authorities / Agencies / Bodies, etc.
  - i. Putting up of pandals, by social organizations in connection with the visit of VIP meetings and functions.
  - j. Digging wells / pump sets by private parties near the brim of the Highways.
  - k. Works carried out like storm water drain, diversion of rain water on the Highways concerned, by Village Panchayat and Municipal Authorities of the area.
  - l. Excavation / Renovation work being undertaken by private land owners through which BSNL OFC is passing.
- ix. Outsourced Agency 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 Outsourced Agency must immediately inform the designated officer of BSNL and undertake all precautionary measures that will prevent any harm or damage to the OFC.



- x. Outsourced Agency 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 Outsourced Agency as per BSNL specifications for which the indicators will be supplied by BSNL.
- xi. Outsourced Agency 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.

## 2 **Corrective Maintenance:**

- 2.1 The OFC cuts can happen due to the activities of various agencies as listed above or due to any other reason. In spite of the efforts of the Outsourced Agency to prevent the cable cuts, if cable cuts occur, the Outsourced Agency shall restore the fault within the permissible time period as specified under SLA. The fault restoration shall be done on a permanent basis.
- 2.2 One FRT (Fault Repair Team) for approx. 300 Km of OFC in plain area & 250Km in Hilly/LWE/Naxal/difficult area Availability of resources on 24x7 basis.
- 2.3 However 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 Outsourced Agency's own cost and permanent restoration can be done subsequently by the Outsourced Agency.
- 2.4 The corrective maintenance activities to be carried out by the Outsourced Agency 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 Outsourced Agency 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.
- 2.5 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, under SLA. The working fibers shall be restored first, followed by others. Sufficient labour shall be engaged for speedy restoration.
- 2.6 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.
- 2.7 Response time is the time taken by the Outsourced Agency 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 Outsourced Agency will be through SMS/ Whatsapp/E-mail/ fax/ telephone.
- 2.8 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's designated officer. 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 Outsourced Agency has to submit a detailed report regarding the cause of fault, restoration details within 24 hrs to the designated officer of BSNL.
- 2.9 During the corrective action by the Outsourced Agency, 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 Outsourced Agency only. The restoration of all such damages caused will be rectified immediately by the Outsourced Agency at his own cost. However this shall not hamper the BSNL OF cable restoration activity.

- 2.10 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 Outsourced Agency.
- 2.11 Damages/ Theft of OF cables: - Incident Report for all damages/ theft of O F cables shall be submitted by the Outsourced Agency 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 Outsourced Agency shall own a camera with a provision for date and time stamp for the photos taken. The necessary documentation required and compiled by the Outsourced Agency including investigation report is to be submitted to the designated officer of BSNL.
- 2.12 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 Outsourced Agency.

### **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 Outsourced Agency as specified.

### **3.5 ALLIED ACTIVITIES:**

- a. **Transportation of Materials:** The materials required for executing the work entrusted to the Outsourced Agency against a work order shall be made available at BA Store Depot. In some cases the materials may be available at Sub-Divisional Store Godown. The Outsourced Agency 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.
- b. **Disposal of Empty Cable Drums:** The Outsourced Agency 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 Outsourced Agency has been fixed taking into account the prevailing market rates as mentioned in this document.
- c. It shall be obligatory on part of the Outsourced Agency 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 Outsourced Agency or the Security Deposit.
- d. The Outsourced Agency shall not be allowed to dump the empty cable drums in Govt./Public place which may cause inconvenience to the department / public. If the Outsourced Agency 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 Outsourced Agency.
- e. **Supply of Materials:** There are some materials required to be supplied by the Outsourced Agency 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 Outsourced Agency 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 Outsourced Agency 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, detailed work orders will be issued separately and payment will be made as per the approved rates.
- 4.2 The optical Fiber Cable is laid through PLB Pipes by surface burying at a nominal depth of 1.65 meter and at about 2.0 M to 3.0 M in trenchless sections. The steps involved in OF Cable construction are as under:
- a. Excavation of trench or ground surface up to a nominal depth of 1.65 M to 3 M., according to Construction specifications along National/State Highways/other roads and also in city limits as per specification.
  - b. 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) through the PLB pipes/coils as per Construction Specifications and sealing of PLB pipe ends at every manhole by PLB end caps of suitable size.
  - c. Providing of mechanical protection by R.C.C. Pipes/DWC Pipes and/or concreting /chambering according to construction specifications, wherever required.
  - d. Fixing of DWC Pipes/troughs with clamps at culverts/bridges and/or chambering or concreting of DWC Pipes/through, wherever necessary.
  - e. Back filling and dressing of the excavated trenches according to construction specifications.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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.
  - j. Conversion of O/H OFC cables (if any) to U/G OFC cables, as per instructions of the Work Order issuing authority.
  - k. Documentation.

#### **5 Collection and mapping of GPS data of network elements:**

To collect all the relevant data for GIS mapping of joints, routes and specific landmarks on the route index diagram (RID). En-route Capturing of Existing OFC route alignment (Left or Right), OFC crossing points, Splicing Joints/ Manholes, Hand holes, etc. through GPS up to 7 decimal place and mapping the same on RID.

#### **6 THE OUTSOURCED AGENCY'S OFFICE:**

The Outsourced Agency's office shall be equipped with the following facilities

- ✓ Fax,

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

The Outsourced Agency's office should be located at BA/SUB REGION headquarter/as directed by PGM/GM/TDM/TDE of Concerned BA/SUB REGION, however for operational convenience it is preferable that the Outsourced Agency may have multiple offices in route as per the area, falling under the jurisdiction of PGM/GM/TDM/TDE Concerned BA/SUB REGION.

## **7 SUBMISSION OF REPORTS:**

The Outsourced Agency shall be responsible for submitting regular reports consisting of -

- 7.1 Weekly report on activities.
- 7.2 Weekly stock position report for the inventory issued by BSNL.
- 7.3 Monthly report of faults
- 7.4 Monthly report on spare fiber loss with OTDR
- 7.5 Quarterly report on spare fiber loss using Power meter.
- 7.6 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.

## **8 DETAILS OF MANPOWER TO BE DEPLOYED FOR:**

- 8.1** The Outsourced Agency 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.
- 8.2 BSNL shall be represented by the following Manpower for day to day interaction with the Outsourced Agency.
  - a. JTO/SDE/DE: Person responsible for a portion of the route/routes.
  - b. PGM/GMTD/TDM/TDE: Final authority for the routes in his BA/ sub region.  
However, The BA (Business Area) Head will be the overall in-charge for addressing any unresolved issues.
- 8.3 Outsourced Agency has to furnish within 7 days, the information about their staff i.e. name, designation, contact mobile / landline phone numbers, office and residence address at various locations.
- 8.4 BSNL shall give the names, designations, mobile / landline, e-mail, FAX Nos., of BSNL staff responsible for each section of OF routes to the Outsourced Agency before commencement of the contract; along with the details of the OFC Routes to be maintained by the Outsourced Agency.
- 8.5 Supervisor:**  
The Outsourced Agency 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 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.

## **9 MATERIALS:**

- 9.1 **Material to be issued by BSNL:** Following materials will be issued by BSNL for stocking with the Outsourced Agency as and imprest stock per FRT (Fault Repair Team), which will be replenished as per consumption. The Outsourced Agency shall be responsible for the safety of the

materials. The transportation from BSNL offices is to be arranged by the Outsourced Agency at his own cost. The maximum quantity of items that can be issued are as below:

SI 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 HDPE duct	10 Nos.
6	Simple Plug	10 Nos.
7	End Plug	10 Nos.
8	Joint Closures(SJC/BJC)	8 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	As per Availability
13	Joint Indicator	
14	Splice Chambers ( Split type)	

Note : The Quantity of above material is only indicative.

- 9.2 Outsourced Agency to maintain adequate (at least 50%) stock of above at his location and replenish items before depletion. For this purpose, Outsourced Agency shall send requirements by the 1<sup>st</sup> day of every month, in the prescribed format. BSNL will make the materials available to the Outsourced Agency within 7 days of receiving the request from the Outsourced Agency.
- 9.3 For the materials issued, Outsourced Agency 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 Outsourced Agency is liable to supply the following essential materials from his own arrangement. The Outsourced Agency is also liable to keep stock of these quantities and ensure that it is readily available at all times 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 Outsourced Agency, in case the material is not used by BSNL. The material so utilized from Outsourced Agency's arrangement from market will be replenished or cost will be reimbursed to the Outsourced Agency as per 90% of the approved rates of the same item in BSNL's Circle/ Region Store Depot (CSD)

1	Supply of SJC/BJC
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## 10 Re-laying of OFC routes:-

Outsourced Agency is expected to relay the OFC route including laying of PLB pipes, pulling OFC and jointing of the cable for **UPTO MAXIMUM 1% OF THE ESTIMATED QUANTITY OF ROUTE LENGTH PER ANNUM** in order to maintain the SLA parameters. No separate cost shall be paid by BSNL for relaying work of PLB pipe including pulling, splicing, and 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 1% OFC routes per annum as per standard specifications of BSNL.
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 (15 CM*15CM) 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	Conversion of O/H OFC (if any) to U/G OFC, if required.

\*Note: Maintenance work for cable length less than 400 m. at a time will be awarded against this item. In case of exigencies, the work beyond 400 m -with the prior permission of concerned Business Head- can asked to be executed against this item.

## 11 INSPECTION AND TESTING:

- For inspection of the works carried out by the Outsourced Agency, BSNL will depute suitable officer.
- All results of inspection and test results will have to be recorded in the inspection reports, Proforma of which shall be approved by BSNL.

## 12 EXAMINATION OF WORK DURING PREVENTIVE MAINTENANCE:

The Outsourced Agency 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 Outsourced Agency's expenses. The work shall again be covered up at the Outsourced Agency's expenses.

**13 Payment of ROW charges:** - Outsourced Agency shall be responsible for obtaining approval at his own cost from civic authorities like Municipal Corporations, Gram Panchayats, Development authorities, Electricity department, PWD, NHAI or 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, shall be paid by BSNL.

**14** The route index drawings will be provided to the Outsourced Agency 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 Outsourced Agency to determine the actual location along the routes & handover updated documented details of the Network to the concerned BA/SUB REGION BSNL Incharge (DE/SDE/JTO) 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.

**15 SLA parameter**

Sl. No.	Type of Mtce	Parameter	Permissible range	Remarks
1	Preventive maintenance	Patrolling service & Permissible/unavoidable No. of OFC Cuts/100KMs/cable/ Month	Daily along the route - 25% of the total route up & down Three Cuts/100KMs/cable/ Month	Daily patrolling of all Allotted sections and reporting to the designated officer.  Faults which are within the avoidable circumstances of the Outsourced Agency.  In case of multiple cables in a trench, each Cable cut is treated as one OFC cut.  The contractor has to provide overhead protection to avoid any cut during any development/ Mtce works by Govt. Departments as preventive maintenance.
2	Corrective Maintenance	Splice loss per fibre	<0.1dB	For each splice
3	Corrective Maintenance	Mean Time to Repair (MTTR) OFC cuts	≤8 Hrs	Up to 90% OFC cuts, the restoration time permitted is < 8 Hrs and for 10% OFC cuts, restoration time permitted is greater than 8 Hrs with overall restoration time permitted is ≤ 8 Hrs for all OFC cuts during a month.
4	Corrective Maintenance	Submission of diagram with marking of joint pits, fixing of route/joint indicators	Within 3 days of the fault rectification	

		for updation of record		
5	OF Cable strengthening by Scheduled and Planned Maintenance Patch works	1. Trenching 2. Cable loss	1. depth 165 cms 2. 0.3 dB/KM	Within a month from the date of work order

- a. Fault shall be intimated over telephone/mobile/Fax/Email of the Outsourced Agency. During office hours SDE/JTO concerned shall release signed WO copy for each fault. All the faults shall be booked in Transnet System by the route in charge. After attending the fault, opening time and closing time of each fault taken from Transnet shall be recorded in WO office copy.
- b. For faults attended beyond permissible range >8 Hrs, DE shall countersign all such cases in addition to SDE/JTO.
- c. For incentive to the Outsourced Agency DE certificate is must.
- d. 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.
- e. O/o GM/DGM of concerned BA/SUB REGION Head shall be responsible for payment accuracy and taxes component, arrived on the basis of measurements recorded by O/o DE concerned.

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

- a. The BSNL have their system of OFC fault and alarm generation through network operating Centre (NOC)Raipur.
- b. A call centre and control room at Raipur is to be established by contractor under this tender.
- c. The control room/call centre will have computer terminals with broadband access and power supply backup.
- d. For manning and operation of call centre there may be operation on 24x7 basis with two to three persons.
- e. The call center will cater to all Transmission Nodal incharges of Raipur BAs of BSNL Chhattisgarh Circle including those incharge of OFC .
- f. Contractor should be provide contact number of control room ,supervisory staff and their staff of control Room to Transmission/OFC Maintenance Team of Raipur BA.
- g. The intimation to the Outsourced Agency will be through SMS/ Whatsapp/E-mail/ fax/ telephone.

**17 RESOURCES TO BE DEPLOYED BY THE OUTSOURCED AGENCY**

**17.1 MANPOWER AND VEHICLE:**

The Outsourced Agency shall deploy at least one FRT (Fault Repair Team) for approx. 300 Km of OFC in plain area & 250Km in Hilly/LWE/Naxal/difficult area. The Outsourced Agency 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 basis at per metre rate for SLA maintenance for the length of OFC routes handed over by the BA/SUB REGION, with minimum 300 kms in plain area & 250Km in Hilly/LWE/Naxal/difficult area.

An FRT shall consist of following logistics and manpower:

- (a) 1 No. of Supervisor.
- (b) 1 No. of Splicing Engineer.
- (c) 1 No. Splicing Assistant per splicing vehicle.
- (d) Adequate no of helpers/ laborers for trenching, laying, preparation of joint pits, closing and reinstatement.



- (e) Suitable vehicle/ vehicles (BSNL's Logo and Advertisement should be displayed in every vehicle).
- (f) The intending Outsourced Agency must own/lease JCB machine either in his name or in the name of firm.
- (g) The intending Outsourced Agency 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.

**Note: In case the manpower specified above is not adequate, the Outsourced Agency may engage on the higher side subject to minimum of above.**

#### 17.2 LIST OF EQUIPMENT:

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

- a. **Tool Kit** consisting of:-

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

- b. **Testing Equipment/ Meters consists of:**

S.N	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.
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**Note 1:** - Any other items other than those listed above, if required for execution of the work should be arranged by the Outsourced Agency.

**Note 2:** Outsourced Agency to work in any other BA/SUB REGION of Circle/ Region at the rate approved for that BA/SUB REGION in case of any exigency.

**Note 3:**

- a. Routes have to be taken over and maintained "as it is" basis i.e. O/H or U/G.
- b. There will be no limit on relaying in case of damage during currency of the contract i.e. any Amount of O/H or U/G has to be redone the way it was before damage i.e. O/H to O/H and U/G to U/G .
- c. However upto 1% of the handed over OFC length in the cluster per annum is to be converted from overhead to underground or rehabilitation of damaged OFC by Bidder during the tender period. Beyond 1% a separate mechanism (tender) will be used.

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## SECTION -3 PART-B

### Technical Specification / Requirements

#### 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

- a) The manufacturer's manual contains the following:
- b) Material inside joint closure kit.
- c) Installation tools required.
- d) Detailed procedure for cable jointing.
- e) 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.

#### 2. PREPARATION OF CABLE FOR JOINTING:-

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 Sufficient cable at each end up to the jointing vehicle/enclosure is then uncoiled from the pit for jointing.

#### 3. STRIPPING/ CUTTING THE CABLE: -

- 3.1 The cable is stripped of their outer and inner sheath with each sheath, staggered approximately 10mm from the one above it.
- 3.2 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.
- 3.3 The fibers are then removed from cable one by one and each fiber is cleaned individually using isopropyl solution to remove the jelly.

#### **4. PREPARATION OF CABLE JOINT CLOSURE FOR SPLICING: -**

- 4.1 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:
- 4.2 The strength member of each cable is to be fixed to the central frame of the joint.
- 4.3 The sealing compound or heat shrink sleeve is applied to the cables and closure or prepared for application after splicing is complete.
- 4.4 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.
- 4.5 Tags which identify the fibers numbers are attached at suitable locations on the fibers.
- 4.6 Splice protectors are slipped over each fiber in readiness for splicing over the bare fiber after splicing.

#### **5. FIBER SPLICING STRIPPING AND CLEAVING OF FIBER:**

- 5.1 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.
- 5.2 The bare fiber is then wiped with a lint free tissue doused with ethyl alcohol.
- 5.3 Cleaning of the fiber is then performed to obtain as close as possible to a perfect 90 face on the fiber.

#### **6. FUSION SPLICING OF THE FIBER:-**

Some of the general steps with full automatic microprocessor controlled splicing machine are as under:

- 6.1 Wash hands thoroughly prior to connecting this procedure.
- 6.2 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.
- 6.3 Repeat the same procedure for other fiber, however first insert heat shrink splice protector.
- 6.4 Press the start button on the splice controller.
- 6.5 The machine will pre fuse, set align both in "X" and "Y" direction and then finally fuse the fiber.
- 6.6 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.
- 6.7 Slide the heat shrink protector over the splice and place in tube heater. Heat is complete when soft inner layer is seen to be "oozing" out of the ends of the outer layer of the protector.
- 6.8 Repeat the same procedure for all the other fibers.

#### **7. ORGANISING FIBER AND FINISHING JOINTS: -**

- 7.1 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.
- 7.2 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.
- 7.3 The tray is placed in the position.
- 7.4 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.
- 7.5 The splice loss measurement on each fiber is also to be taken from the terminal station using power meter to determine the splice loss of each fiber < 0.1 db.
- 7.6 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,

#### **8. PLACING JOINT IN PIT: -**

- 8.1 Joint is taken out from the vehicle and placed on the tarpaulin provided near the pit.
- 8.2 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.
- 8.3 The joint can now be permanently closed and sealed by heating heat shrinkable sleeve etc.
- 8.4 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:
- 8.5 Using suitable knife cut heat shrink sleeve longitudinally along its entire length.
- 8.6 Do not damage the smaller heat shrunk sleeve on the ends of the joint.
- 8.7 Apply heat to the cut sleeve until it begins to separate.
- 8.8 Gently remove the cut sleeve from the joint. Now the joint can be opened.
- 8.9 Protective sleeve/cover can be removed for attending to faults etc.

#### **9. EXCAVATION AND BACK FILLING OF TRENCHES FOR ATTENDING TO FAULTS:**

- 9.1 It is recommended that excavation of trench be done manually, since use of mechanical devices like JCB likely to damage existing cables other utility pipes etc.
- 9.2 The excavation shall include excavation of trial holes clearing bushes and roots of trees along the trenches.
- 9.3 During excavation of the trenches, the earth shall be thrown by the side of the trenches. Complete excavated earth shall be back filled in the trench after laying the cable and well rammed.

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**Requirements of Quantity: Zone- Wise Route Work (Route List are Enclosed at Annexure-I)**

S.No	Name of BA	Zone Name	Total Route Length In Km	Base Rate In RS	Amount Per Month In Rs	Total Amount Per Year In Rs	Minimum No. of Splicing team @300 Km
1	RAIPUR	Zone-1 SDOT RAJNANDGAON, DONGARGARH.	271.482	521.00	1,41,442.00	16,97,305.00	01
2	RAIPUR	Zone-2 SDOT BALOD	397.348	521.00	2,07,018.00	24,84,220.00	01
3	RAIPUR	Zone-3 SDOT BEMETARA, KAWARDHA	520.620	521.00	2,71,243.00	32,54,916.00	02
4	RAIPUR	Zone-4 SDOT DONGARGAON	399.701	521.00	2,08,244.00	24,98,931.00	01
5	RAIPUR	Zone- 5 SDE TX DURG RURAL A	234.400	521.00	1,22,122.00	14,65,469.00	01
6	RAIPUR	Zone- 6 SDE TX DURG RURAL B	300.367	521.00	1,56,491.00	18,77,894.00	01
		<b>TOTAL</b>	2123.918			1,32,78,735.00	

Note: Number of teams required will be @300km/team at time of award of work based on the route KMs handed over for maintenance. i.e. Minimum Nos. of teams  $N = \text{zone length (L) in KM} / 300\text{KM}$  (rounded off to the nearest integer)

**ANNEXURE-1: DETAILS OF THE ROUTE**

The route particulars of the OFC proposed for outsourcing is given below. The routes mentioned below are tentative and may change while issuing work order.

**ZONE-1**

<b>S NO</b>	<b>MAINTENANCE UNIT</b>	<b>ROUTE NAME</b>	<b>RKM</b>	<b>FIBRE</b>
1	SDE[TX] RAJNANDGAON	SDE[TX] RAJNANDGAON-C TXC RJN SOMNI-1	11.290	24
2	SDE[TX] RAJNANDGAON	C TXC RJN SOMNI-C TXC RJN SURGI-1	14.010	24
3	SDE[TX] RAJNANDGAON	C MOBILE TXC RJN BHARRIGAON-BJC RJN BHARREGAON-1	0.200	24
4	SDE[TX] RAJNANDGAON	C TXC RJN SINGHOLA-BJC RJN HALDI CHOWK-1	2.200	6
5	SDE[TX] RAJNANDGAON	C MOBILE TXC KRH MUDHIPAR KHAIRAGARH-BJC KRH MUDIPAR TURN-1	3.100	24
6	SDE[TX] RAJNANDGAON	BASANTPUR BTS-SPUR	0.23	4
7	SDE[TX] RAJNANDGAON	INDRANAGAR BTS-SPUR	0.4	2
8	SDE[TX] RAJNANDGAON	LALBAGH BTS-RDN to RDN MW BJC	0.27	4
9	SDE[TX] RAJNANDGAON	Commerial Tax Office-FRP	0.25	12
10	SDE[TX] RAJNANDGAON	Land Record Office-FRP	0.3	12
11	SDE[TX] RAJNANDGAON	COLLECTOR OFFICE RDN-Registry Office	0.3	12
12	SDE[TX] RAJNANDGAON	Rajnandgaon Jail-Lalbagh BTS	0.4	4
13	SDOT DONGARGARH	C MOBILE TXC DGH SUKUL DAIHAN-C TXC DGH MUSRA-1	9.720	24
14	SDOT DONGARGARH	C MOBILE TXC DGH BORTALAB-C MOBILE TXC DGH PANIYAJOG-1	7.710	12
15	SDOT DONGARGARH	C MOBILE TXC DGH MURMUNDA-BJC DGH MURMUNDA CHOWK-1	0.200	12
16	SDOT DONGARGARH	SDOT DONGARGARH-VST DGH ACHOLI CHOWK-1	6.000	24
17	SDOT DONGARGARH	C MOBILE TXC DGH PANIYAJOG-BJC DGH OLD BUS STAND DNGH-1	8.300	24
18	SDOT DONGARGARH	C MOBILE TXC DGH SHIVPURI-VST DGH ACHOLI	5.660	12
19	SDOT DONGARGARH	C TXC DGH MUSRA-VST DGH ACHOLI CHOWK-1	12.300	12
20	SDOT DONGARGARH	C MOBILE TXC DGH JATKANHAR-BJC DGH BELGAON-1	3.500	12
21	SDOT DONGARGARH	BJC DGH TAPPA-C MOBILE TXC DGH TAPPA-1	1.400	12
22	SDOT DONGARGARH	SDOT DONGARGARH-C TXC DGH CHICHOLA-2	19.754	48
23	SDOT DONGARGARH	BJC DGH CHICHOLA DEVRI WTR ROUTE JOINT-C MOBILE TXC DGH GHORTALAB-1	0.986	12
24	SDOT KHAIRAGARH	C MOBILE TXC DGH MOHARA-C MOBILE TXC KRH CHICHOLAGAON-1	9.410	24

25	SDOT KHAIRAGARH	C MOBILE TXC CHK SALHEWARA-C TXC CHK SALHEWARA-1	0.750	12
26	SDOT KHAIRAGARH	SDOT KHAIRAGARH-C MOBILE TXC KRH JALBANDHA-1	22.000	24
27	SDOT KHAIRAGARH	C MOBILE TXC KRH BAZARA TARIYA-C TXC KRH ATARIA-1	0.900	12
28	SDOT KHAIRAGARH	C MOBILE TXC DGH KHURSIPAR-C TXC KRH THELKADIH-1	11.120	24
29	SDOT KHAIRAGARH	SDOT KHAIRAGARH-C TXC KRH PANDADAH-1	10.142	24
30	SDOT KHAIRAGARH	C MOBILE TXC KRH BHANDARPUR-C TXC KRH PANDADAH-1	15.500	24
31	SDOT KHAIRAGARH	SDOT KHAIRAGARH-C TXC KRH ATARIA-1	19.700	12
32	SDOT KHAIRAGARH	C MOBILE TXC DGH SHIVPURI-C MOBILE TXC KRH BHANDARPUR-1	9.480	24
33	SDOT KHAIRAGARH	C MOBILE TXC RJN GHUMKA-C TXC RJN GHUMKA-1	1.000	12
34	SDOT KHAIRAGARH	C MOBILE TXC CHK PALIMETA -GANDAI SDOT KAWARDHA-1	20.000	24
35	SDOT KHAIRAGARH	C MOBILE TXC KRH SAHASPUR KHAIRAGARH-BJC KRH SAHASPUR CHOWK-1	1.700	24
36	SDOT KHAIRAGARH	C MOBILE TXC CHK NARMADA-BJC CHK NARMADA CHOWK-1	0.300	12
37	SDOT KHAIRAGARH	C MOBILE TXC CHK PELIMETA-BJC CHK PELIMETA CHOWK-1	0.200	12
38	SDOT KHAIRAGARH	C MOBILE TXC KRH MUDHIPAR KHAIRAGARH-BJC KRH MUDHIPAR KGH-1	3.100	24
39	SDOT KHAIRAGARH	C TXC KRH PANDADAH-C TXC KRH GATAPAR JUNGLE-1	19.200	24
40	SDOT DONGARGAON	SDOT KHAIRAGARH-C TXC KRH IKSU UNIVESITY KHAIRAGARH-1	1.400	24
41	SDOT KHAIRAGARH	C TXC RJN GHUMKA-BJC KRH THELKADIH WTR ROUTE JOINT-1	17.100	12
		<b>TOTAL</b>	<b>271.482</b>	

<b>ZONE-2</b>				
<b>S NO</b>	<b>MAINTENANCE UNIT</b>	<b>ROUTE NAME</b>	<b>RKM</b>	<b>FIBRE</b>
1	SDOT BALOD	C TXC BLD LATABOD-VST BLD JHALMALA-1	8.26	24
2	SDOT BALOD	C TXC BALOD-VST BLD JHALMALA-1	5.7	96
3	SDOT BALOD	C TXC DLR DALLIRAJH ARA-VST DLR CHIKHLAKASA CHOWK-1	2.5	96
4	SDOT BALOD	C MOBILE TXC BLD NIPANI-C TXC BLD LATABOD-1	13.56	24
5	SDOT BALOD	C MOBILE TXC BLD BOTHALI-C MOBILE TXC BLD NIPANI-1	9.6	12
6	SDOT BALOD	C MOBILE TXC BLD DARRA-C TXC BLD GURUR-1	8.78	24
7	SDOT BALOD	C MOBILE TXC DLR BHARRITOLA-C TXC DLR DONDI-1	9.6	12
8	SDOT BALOD	C MOBILE TXC DLR BHARRITOLA-C MOBILE TXC DLR GHOTIYA-1	10.938	12
9	SDOT BALOD	C TXC BLD PALARI-C TXC BLD PURUR-1	20.46	12
10	SDOT BALOD	C MOBILE TXC DLR BHANWARMARA-C TXC DLR DONDI LOHARA-1	15.6	24
11	SDOT BALOD	C MOBILE TXC BLD BOTHALI-C TXC BLD GURUR-1	11.34	24
12	SDOT BALOD	C TXC BALOD-C TXC DLR DALLIRAJH ARA-1	25	12
13	SDOT BALOD	C TXC DLR DEORY-C TXC DLR DONDI LOHARA-1	14.9	12



14	SDOT BALOD	C TXC DLR DALLIRAJH ARA-C TXC DLR DONDI-1	12.7	12
15	SDOT BALOD	C MOBILE TXC DLR BITAL-VST DLR CHIKHLAKASA CHOWK-1	4.7	24
16	SDOT BALOD	C MOBILE TXC DLR AMADULA-BJC DLR SUDONGARH-1	17.79	24
17	SDOT BALOD	C TXC BLD ARMARIKALA-C TXC DUG GUNDERDEH I-1	19	12
18	SDOT BALOD	C TXC BLD ARMARIKALA-C TXC BLD PALARI-1	8.2	12
19	SDOT BALOD	C TXC BLD GURUR-C TXC BLD PURUR-1	12	12
20	SDOT BALOD	BALOD TO CHILHATI KHURD	15	12
21	SDOT BALOD	C MOBILE TXC BLD J SAKRA-BJC BLD JUNGHARA CHOWK-1	8.54	12
22	SDOT BALOD	C TXC BALOD-C TXC BLD GURUR-1	22.8	12
23	SDOT BALOD	C MOBILE TXC BLD BHOTHALI-C TXC BLD GURUR-1	11.64	24
24	SDOT BALOD	DONDI TO SURDONGER	12.600	12
25	SDOT BALOD	BALOD TO PURUR NEW FIBER (PROJECT)	41.200	24
26	SDOT BALOD	DONDI TO TAHSIL OFFICE DONDI OVER HEAD	0.500	4
27	SDOT BALOD	BHAISHBOARD TO DANI TOLA T JOINT	3.500	12
28	SDOT BALOD	KHAPRI TO CSPDCL KHAPRI	1.500	12
29	SDOT BALOD	DONDI LOHARA TO JANPAD DONDILOHARA	3.400	24
30	SDOT BALOD	KAPSHI BTS TO T JOINT	1.500	24
31	SDOT BALOD	BHIMKANHAR TO T JOINT(DLR- DEVRI)	8.200	12
32	SDOT BALOD	BALOD EXCH TO JANPAD BALOD	2.500	24
33	SDOT BALOD	COLLECTORATE BUILDING TO HIRAPUR JOINT	3.500	24
34	SDOT BALOD	PENDERWANI BTS TO T JOINT	3.100	24
35	SDOT BALOD	KURDI TO ARJUNDA	15.600	12
36	SDOT BALOD	C MOBILE TXC BLD BHOTHALI-C TXC BLD GURUR-1	11.640	24
<b>TOTAL</b>			<b>397.348</b>	

<b>ZONE-3</b>				
<b>S NO</b>	<b>MAINTENANCE UNIT</b>	<b>ROUTE NAME</b>	<b>RKM</b>	<b>FIBRE</b>
1	SDOT BEMETARA	DHAMDHA -DEOKAR- SAJA	30.000	24
2	SDOT BEMETARA	DHAMDHA - DEORBIJA	25.000	24
3	SDOT BEMETARA	C MOBILE TXC BTR BALSAMUND-C MOBILE TXC BTR MAU-1	16.050	24
4	SDOT BEMETARA	SDOT BEMETARA-C MOBILE TXC BTR BALSAMUND-1	19.570	24
5	SDOT BEMETARA	C MOBILE TXC BTR CHHIRHA-C TXC BTR NAVAGARH-1	19.420	24
6	SDOT BEMETARA	C MOBILE TXC BER ANANDGAON-C MOBILE TXC BER BHIMBHORI-1	12.480	24
7	SDOT BEMETARA	C MOBILE TXC BTR MARO-C TXC BTR SAMBALPUR-1	14.400	24
8	SDOT BEMETARA	C MOBILE TXC BTR MARO-C MOBILE TXC BTR TEMRI-1	11.700	24
9	SDOT BEMETARA	C TXC BER KHATI-C TXC BER THANKHAMARIYA-1	14.000	6
10	SDOT BEMETARA	C TXC BTR NAVAGARH-C TXC BTR SAMBALPUR-1	16.400	12
11	SDOT BEMETARA	BERLA - ANANDGAON	15.000	12
12	SDOT BEMETARA	C MOBILE TXC BTR NANDGHAT-C TXC BTR SAMBALPUR-1	18.500	12
13	SDOT BEMETARA	C MOBILE TXC BTR BADNARA-BJC BTR MAHENA-1	5.100	12
14	SDOT BEMETARA	SDOT BEMETARA-C TXC BER KHATI-1	6.630	6
15	SDOT BEMETARA	C MOBILE TXC BTR CHUNDUNU-BJC BTR BITKURI-1	5.050	12
16	SDOT BEMETARA	C TXC BER DEVKAR-BJC BER FOR DEVKAR-1	1.500	12
17	SDOT BEMETARA	C MOBILE TXC BER KODWA-VST BER FOR KODWA SAJA-1	0.500	12
18	SDOT BEMETARA	C TXC BER SAJA-VST BER FOR KODWA SAJA-1	8.100	12

19	SDOT BEMETARA	SDOT BEMETARA-C TXC BTR DADHI-1	7.420	6
20	SDOT BEMETARA	C TXC BTR DADHI-LL BTR DADHI CSEB-1	1.250	2
21	SDOT BEMETARA	BERLA-C TXC DMD NANDINI-1	30.200	12
22	SDOT BEMETARA	SDOT BEMETARA-C TXC BTR PIKRI-1	14.200	12
23	SDOT BEMETARA	C TXC BTR ANDHIYARKHOR-SDOT BEMETARA-1	19.950	12
24	SDOT BEMETARA	NANDGAON-SAMBALPUR SPUR - KUNRA	0.8	24
25	SDOT BEMETARA	BEMETARA TO IPBM	1.000	4
26	SDOT BEMETARA	BEMETARA - RAKA	2.000	24
27	SDOT BEMETARA	LEASE CIRCUIT OVERHEAD	18.000	24/12/ 4
28	SDOT BEMETARA	C TXC BER DEORBIJA-BJC BER FOR DEORBIJA-1	0.680	12
27	SDOT KAWARDHA	C TXC BER THANKHAMARIYA-C TXC KWD RANVIRPUR-1	13.000	24
28	SDOT KAWARDHA	SAHASPUR LOHARA TO RANVIRPUR	22.000	24
29	SDOT KAWARDHA	C MOBILE TXC KWD SHILHATI-C MOBILE TXC KWD SINGHANPURI-1	10.000	24
30	SDOT KAWARDHA	C MOBILE TXC KWD SAH LOHARA-SDOT KAWARDHA-1	2.000	24
31	SDOT KAWARDHA	C TXC BOD RENGAKHAR-C MOBILE TXC BOD BAMHANI-1	8.100	24
32	SDOT KAWARDHA	SAHASPUR EXCH TO SAHASPUR BTS	1.500	24
33	SDOT KAWARDHA	WTR SPUR TO JHALMALA BTS	0.800	24
34	SDOT KAWARDHA	WTR SPUR TO DHAWAIPANI BTS	1.000	24
35	SDOT KAWARDHA	WTR SPUR TO SAMNAPUR BTS	0.800	24
36	SDOT KAWARDHA	WTR SPUR TO KHARA BTS	1.000	24
37	SDOT KAWARDHA	WTR SPUR TO USHARWAHI BTS	1.500	24
38	SDOT KAWARDHA	GANDAI TO SINGHANPURI	15.000	24
39	SDOT KAWARDHA	C TXC KAWARDHA-C MOBILE TXC BOD MOHGAON-1	9.400	24
40	SDOT KAWARDHA	SDOT KAWARDHA Sahaspur Lohara -C TXC BOD RENGAKHAR-1	40.120	24
41	SDOT KAWARDHA	C TXC BOD KHARIYA-C TXC BODLA-1	10.200	24
42	SDOT KAWARDHA	C TXC BOD PONDIC-C TXC BODLA-1	1.100	12
43	SDOT KAWARDHA	C TXC KAWARDHA-C TXC KWD DASHRANGPUR-1	2.100	12
44	SDOT KAWARDHA	WTR SPUR TO PIPARIYA	6.000	12
45	SDOT KAWARDHA	KAWARDHA TO RAJMAHAL BTS	3.000	96
46	SDOT KAWARDHA	MAHARAJPUR BTS TO POLYTECHNIC C OLLEGE	1.500	24
47	SDOT KAWARDHA	KAWARDHA EXCH TO COLLECTORATE	1.000	24
48	SDOT KAWARDHA	WTR SPUR TO UDIYAKHURD	0.800	24
49	SDOT KAWARDHA	WTR SPUR TO MAHARAJPUR BTS	0.800	24
50	SDOT KAWARDHA	WTR SPUR TO MINIMATA CHOWK	0.200	24
51	SDOT KAWARDHA	WTR SPUR TO RENGAKHAR BTS	1.500	24
52	SDOT KAWARDHA	WTR SPUR TO BODLA BTS	0.600	24
53	SDOT KAWARDHA	RAJANAWAGAON-1 TO BHORAMDEO	10.000	12
54	SDOT KAWARDHA	LEASE CIRCUIT OVERHEAD	10.000	24/12/ 4
55	SDOT KAWARDHA	C TXC KWD MINIMATA-C TXC KWD RAJANAWAGAON-1	11.500	12
		<b>TOTAL</b>	<b>520.620</b>	

ZONE-4				
S NO	MAINTENANCE UNIT	ROUTE NAME	RKM	FIBRE
1	SDOT DONGARGAON	C MOBILE TXC MAN DIGHWADI-C MOBILE TXC MAN KHADGAON-1	11.584	24
2	SDOT DONGARGAON	C MOBILE TXC MHL A CHOWKI MEREKAON-C MOBILE TXC MHL CHILHATI-1	18.000	24
3	SDOT DONGARGAON	C MOBILE TXC MHL A CHOWKI MEREKAON-C MOBILE TXC MHL ATERGAON-1	15.430	24
4	SDOT DONGARGAON	C MOBILE TXC MHL GOTATOLA-C MOBILE TXC MOHLA-1	15.800	24
5	SDOT DONGARGAON	C MOBILE TXC MAN KHADGAON-C MOBILE TXC AUR MANPUR-1	24.560	24
6	SDOT DONGARGAON	C TXC CHHURIYA-C MOBILE TXC CRI GANDATOLA-1	17.990	24
7	SDOT DONGARGAON	C MOBILE TXC CRI KAL DABRI-C TXC DONGARGAON-1	12.600	24
8	SDOT DONGARGAON	C TXC CHHURIYA-SDOT DONGARGAON-1	26.600	12
9	SDOT DONGARGAON	SDOT DONGARGAON-C MOBILE TXC MHL BHOJTOLA-1	12.900	24
10	SDOT DONGARGAON	C MOBILE TXC MAN AUNDHI-SDOT DONGARGAON-1	44.080	24
11	SDOT DONGARGAON	C MOBILE TXC DLR BITAL-C MOBILE TXC MAN KHADGAON-1	16.700	24
12	SDOT DONGARGAON	C MOBILE TXC MHL BANDHA BAZAR-C TXC MHL BANDHANAZAR-1	0.497	12
13	SDOT DONGARGAON	C MOBILE TXC CRI MOHAD-BJC CRI MOHAD-1	0.600	12
14	SDOT DONGARGAON	C MOBILE TXC CRI BELARGONDI-BJC CRI SITAKASA PAHADI-1	8.400	24
15	SDOT DONGARGAON	C MOBILE TXC MAN SITAGAON-BJC MAN SITAGAON-1	0.350	24
16	SDOT DONGARGAON	C MOBILE TXC CRI UMARWAHI-BJC CRI BARHUM-1	12.500	24
17	SDOT DONGARGAON	C MOBILE TXC MAN BHARRITOLA-BJC MAN KAHARDABRI-1	2.030	24
18	SDOT DONGARGAON	C MOBILE TXC MHL RANGA KATHERA DONGERGAON-BJC MHL RANGKATHERA NALA-1	3.940	24
19	SDOT DONGARGAON	SDOT DONGARGAON-C TXC MHL A CHOWKI-1	25.500	24
20	SDOT DONGARGAON	SDOT DONGARGAON-C TXC MHL A CHOWKI-1	26.200	24
21	SDOT DONGARGAON	SDOT DONGARGAON-SDOT DONGARGAON-1	26.500	24
22	SDOT DONGARGAON	C MOBILE TXC CRI KUMARDA-BJC CRI KUMARDHA-1	1.200	12
23	SDOT DONGARGAON	C MOBILE TXC MHL A CHOWKI MEREKAON-BJC MHL MEREKAON-1	0.200	12
24	SDOT DONGARGAON	SDOT DONGARGAON-C TXC RJN ARJUNI-1	10.400	12
25	SDOT DONGARGAON	BJC DGH CHICHOLA DEVRI WTR ROUTE JOINT-C MOBILE TXC DGH MOHANPUR-1	4.800	24

26	SDOT DONGARGAON	SDE[TX] RAJNANDGAON-SDOT DONGARGAON-1	27.600	24
27	SDOT DONGARGAON	SDE[TX] RAJNANDGAON-C MOBILE TXC RJN RAMPUR-1	12.000	12
28	SDOT DONGARGAON	CSPDCL BIJEHATA-BJC SPUR	0.43	12F
29	SDOT DONGARGAON	AMBAGARH CHOWKI MKT BTS-AMBAGARH CHOWKI EXCH	0.2	4F
30	SDOT DONGARGAON	Agriculture College Chowki-SPUR LL	0.3	4F
31	SDOT DONGARGAON	Bank of India Chowki(Badsena)-SPUR LL	0.55	4F
32	SDOT DONGARGAON	Chhuriya SWAN-Chhuriya LRO	0.2	4F
33	SDOT DONGARGAON	CSPDCL Dongargaon-Dongargaon excg	0.3	4F
34	SDOT DONGARGAON	Dongargaon CG SWAN-Dongargaon excg	0.8	4F
35	SDOT DONGARGAON	CSPDCL Arjuni-Arjuni Excg	1	4F
36	SDOT DONGARGAON	CSPDCL B.Bazar-B.Bazar BTS	1	4F
37	SDOT DONGARGAON	Mohla SRID-Mohla Excg	0.2	4F
38	SDOT DONGARGAON	Mohla 2 BTS-Mohla Excg	0.5	4F
39	SDOT DONGARGAON	Manpur Hospital-MANPUR EXCH	0.3	4F
40	SDOT DONGARGAON	CSPDCL Manpur-Manpur Janpadh	0.5	4F
41	SDOT DONGARGAON	Manpur Janpadh-Manpur Excg	0.5	24F
42	SDOT DONGARGAON	Aundhi 2 BTS-Aundhi BTS	0.4	4F
43	SDOT DONGARGAON	Sitagaon Wi-Fi(Police Station)-Sitagaon BTS	0.2	4F
44	SDOT DONGARGAON	Panabaras Wi-Fi-Mohla 2 Manpur 24F	0.8	4F
45	SDOT DONGARGAON	Panabaras BTS-Panabaras Wi-Fi	0.2	6F
46	SDOT DONGARGAON	Madanwada BTS-Madanwada GP (Sitagaon BTS)	0.4	4F
47	SDOT DONGARGAON	Domikala Wi-Fi-Manpur 2 Aundhi BJC	0.5	4F
48	SDOT DONGARGAON	Kohka BTS-Manpur 2 Aundhi Cable BJC 12 KM	0.2	4F
49	SDOT DONGARGAON	Rangkathera PNB-Rangkathera BTS	0.3	4F
50	SDOT DONGARGAON	Sherpar BTS-Khadgaon 2 Bital BIC	0.2	4F
51	SDOT DONGARGAON	KhadGAON - 2 BTS-Manpur 2 Khadgaon BJC 1.8	0.5	4F
52	SDOT DONGARGAON	Bhojtola Wi-Fi-Bhojtola BTS	1	4F
53	SDOT DONGARGAON	Eqitas Bank-BhojtolaBTS 2 Bhojtola Wi-Fi BIC	0.2	4F
54	SDOT DONGARGAON	CSPDCL Kumarda-Kumarda BTS	0.4	24F
55	SDOT DONGARGAON	LRO A.Chowki-Meregaon 2 Atargaon Route	0.25	24F
56	SDOT DONGARGAON	SIRD Manpur-Janpath Panchayat Manpur	0.1	4F
57	SDOT DONGARGAON	LRO Manpur-Manpur 2 Aundhai Route	0.3	24F

58	SDOT DONGARGAON	CSPDCL Manpur-LRO Manpur	0.2	4F
59	SDOT DONGARGAON	L.B. Nagar Excg-CSPDCL L.B.Nagar	1.5	4F
60	SDOT DONGARGAON	Land Record Office Dongargarh-Court Dongargarh	0.1	4F
61	SDOT DONGARGAON	Land Record Office Dongargarh-Janpath Dongargarh	0.15	4F
62	SDOT DONGARGAON	Dongargarh Jail-Paniyajib Cable BJC	0.9	4F
63	SDOT DONGARGAON	CSPDCL Musra-Musra 2 Acholi Chowk BJC	0.7	4F
64	SDOT DONGARGAON	CSPDCL Tumdibode-RDN MW to Tumdibode BJC,1.8 km	0.15	4F
65	SDOT DONGARGAON	SBI Murmunda-Murmunda BTS	0.15	6F
66	SDOT DONGARGAON	Land Record Office-Khairagarh University	0.5	4F
67	SDOT DONGARGAON	CSPDCL Thekadh-Thekadh Excg	0.6	2F
68	SDOT DONGARGAON	Churiya Exch-Churiya LRO	0.3	4F
69	SDOT DONGARGAON	Dongargaon Swan-Dongargaon ATC BTS	0.4	4F
70	SDOT DONGARGAON	Chowki Exch-Session Court	0.7	4F
71	SDOT DONGARGAON	Khadgaon CSPDCL-Khdgaon-Dalli BJC	0.8	4F
72	SDOT DONGARGAON	Mohala CSPDCL-Mohala MANPUR BJC	0.06	4F
73	SDOT DONGARGAON	MULETHITOLA-ACHOWKI MOHLA ROUTE JOINT	0.2	24F
74	SDOT DONGARGAON	PENDAKODA-ACHOWKI MOHLA ROUTE JOINT	0.6	24F
		<b>TOTAL</b>	<b>399.701</b>	

<b>ZONE-5</b>				
<b>S NO</b>	<b>MAINTENANCE UNIT</b>	<b>ROUTE NAME</b>	<b>RKM</b>	<b>FIBRE</b>
1	SDE TX DURG RURAL A	C TXC DUG ANDA-C TXC DUG CHANDKHURI-1	7.500	24
2	SDE TX DURG RURAL A	C MOBILE TXC DMD NANDINIKHURD-C TXC DMD NANDINI-1	2.970	24
3	SDE TX DURG RURAL A	C TXC DMD MURMUNDA-C TXC DMD NANDINI-1	9.960	12
4	SDE TX DURG RURAL A	C TXC DMD KUMHARI-C TXC DMD MURMUNDA-1	9.620	12
5	SDE TX DURG RURAL A	C TXC DHAMDHA-C MOBILE TXC DMD PARPODI-1	21.340	24
6	SDE TX DURG RURAL A	C TXC DHAMDHA-C TXC DMD BORI-1	19.500	24
7	SDE TX DURG RURAL A	C TXC DUG BORAI-C TXC DUG NAGPURA-1	7.200	6
8	SDE TX DURG RURAL A	C TXC DMD KUMHARI-C TXC PTN CHARODA-1	7.400	48
9	SDE TX DURG RURAL A	C MOBILE TXC DMD KAPSADA-C TXC DMD MURMUNDA-1	5.700	24

10	SDE TX DURG RURAL A	C MOBILE TXC DMD DARGAON-C MOBILE TXC DMD MOHRENGA-1	10.060	24
11	SDE TX DURG RURAL A	C MOBILE TXC DMD GHOTA-BJC DMD OLD SABJI MANDI DAMDHA-1	15.570	24
12	SDE TX DURG RURAL A	LL DMD KUMHARI PGCIL-BJC PTN NEAR PGCIL-1	1.400	24
13	SDE TX DURG RURAL A	C MOBILE TXC DUG THANOD-C TXC DUG ANJORA-1	4.680	24
14	SDE TX DURG RURAL A	C TXC KARANJA-BJC DUG FOR KARANJA T E-1	1.500	12
15	SDE TX DURG RURAL A	C TXC DUG JEORA SIRSA-BJC DUG FOR JEORA T E-1	2.300	12
16	SDE TX DURG RURAL A	C TXC DMD NANDINI-VST DUG KODIYA-1	6.900	12
17	SDE TX DURG RURAL A	C MOBILE TXC DUG BODEGAON-BJC DUG NANKHATTI-1	1.900	24
18	SDE TX DURG RURAL A	C TXC DUG KHEDAMARA-C TXC DUG NANDINI VIA NTRO-1	11.700	24
19	SDE TX DURG RURAL A	ANJORA OLD EXCH - ANJORA NEW EXCH	1.000	12
20	SDE TX DURG RURAL A	SPUR RASMADA BORAI EXCH	5.200	6
21	SDE TX DURG RURAL A	RASMADA BORAI EXCH - SONA BEVERAGE FACTORIES	2.500	24
22	SDE TX DURG RURAL A	DURG FCI - DHAMDHA EXCH	30.000	12
23	SDE TX DURG RURAL A	DURG MICROWAVE - KARENJA BHILAI EXCH	14.000	24
24	SDE TX DURG RURAL A	KARENJA BHILAI EXCH - DHAMDHA EXCH	18.000	24
25	SDE TX DURG RURAL A	SPUR SEETA REFINARIES	1.500	24
26	SDE TX DURG RURAL A	SPUR MEDESARA BTS	2.000	24
27	SDE TX DURG RURAL A	SPUR DHAMDHA JANPAD OFFICE	1.500	24
28	SDE TX DURG RURAL A	SPUR MOHRENGA BTS	3.500	24
29	SDE TX DURG RURAL A	LEASE CIRCUIT OVERHEAD A	8.000	24/12/4
		<b>TOTAL</b>	<b>234.400</b>	

<b>ZONE-6</b>				
<b>S NO</b>	<b>MAINTENANCE UNIT</b>	<b>ROUTE NAME</b>	<b>RKM</b>	<b>FIBRE</b>
1	SDE TX DURG RURAL B	C TXC DUG GUNDERDEH I-C TXC DUG SIKOSA-1	8.400	24
2	SDE TX DURG RURAL B	C TXC DUG ANDA-VST DUG ARJUNDA CHOWK-1	12.800	24
3	SDE TX DURG RURAL B	C TXC DUG ARJUNDA-C TXC DUG NIKUM-1	15.800	12
4	SDE TX DURG RURAL B	C TXC PATAN-C TXC PTN RANITARAI-1	14.940	12
5	SDE TX DURG RURAL B	C TXC PATAN EXCH-C MOBILE TXC PTN DARBARMOKHALI-1	9.300	24
6	SDE TX DURG RURAL B	C MOBILE TXC DUG HALDI-C MOBILE TXC DUG SIKOSA-1	11.370	24
7	SDE TX DURG RURAL B	C TXC DUG GUNDERDEH I-C TXC PTN RANITARAI-1	34.000	12
8	SDE TX DURG RURAL B	C TXC PATAN-C TXC DUG UTAI-1	18.400	12
9	SDE TX DURG RURAL B	C MOBILE TXC PTN BATREL-C TXC BLD ARMARIKALA-1	8.600	12
10	SDE TX DURG RURAL B	C MOBILE TXC DUG SIKOSA-C TXC DUG SIKOSA-1	0.465	12
11	SDE TX DURG RURAL B	C MOBILE TXC PTN JHEET-BJC PTN PURAINA CHOWK-1	19.700	24
12	SDE TX DURG RURAL B	C MOBILE TXC PTN NARDI-BJC PTN AURI-1	3.500	24
13	SDE TX DURG RURAL B	C MOBILE TXC DMD NAWAGAON BORI-BJC DMD PURDA-1	2.970	24
14	SDE TX DURG RURAL B	C TXC DUG ARJUNDA-C TXC DUG GUNDERDEH I-1	9.800	12

15	SDE TX DURG RURAL B	C TXC DUG KURDI-BJC DUG ARJUNDA-1	10.500	12
16	SDE TX DURG RURAL B	C TXC PATAN-C TXC PTN GADADIH-1	18.000	24
17	SDE TX DURG RURAL B	SIKOSA CSEB LEASE LINE	2.000	24
18	SDE TX DURG RURAL B	SPUR KANDUL BTS	0.050	12
19	SDE TX DURG RURAL B	GUNDERDEHI EXCH - ARJUNDA CHOWK	2.000	96
20	SDE TX DURG RURAL B	GUNDERDEHI EXCH - SIKOSA ROAD	1.000	96
21	SDE TX DURG RURAL B	SPUR GUNDERDEHI E COURT	1.000	24
22	SDE TX DURG RURAL B	ANDA OLD EXCH - ANDA NEW EXCH	0.250	12
23	SDE TX DURG RURAL B	GADADIH EXCH - MACHANDUR BTS	10.000	24
24	SDE TX DURG RURAL B	JHEET BTS - JAMRAO BTS	5.800	24
25	SDE TX DURG RURAL B	SPUR JAMGAON M EXCH	0.222	12
26	SDE TX DURG RURAL B	SPUR SELUD BTS	2.500	24
27	SDE TX DURG RURAL B	RANITARAI CSEB LEASE LINE	1.000	24
28	SDE TX DURG RURAL B	SECTOR # 1 BHILAI TO MAHADEOGHAT	50.000	24
29	SDE TX DURG RURAL B	C TXC BLD ARMARIKALA-GUNDERDEHI	19.000	12
30	SDE TX DURG RURAL B	LEASE CIRCUIT OVERHEAD B	7.000	24/12/4
		<b>TOTAL</b>	<b>300.367</b>	

## SECTION-4 PART A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1. DEFINITIONS: -

- (a) **"The Purchaser"** means the General Manager, RAIPUR Telecom BA, RAIPUR on behalf of the B.S.N.L. or any other officer working under the delegated authority of GM, BSNL RAIPUR TD, RAIPUR.
- (b) **"The Bidder"** means the individual or company/firm who participates in this TENDER and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** or **"The contractor"** or **"Service Provider"** means the individual or firm supplying the goods & services under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order (APO) / Advance Work Order (AWO)"** or **"Letter of Intent (LOI)"** means the intention of Purchaser to place the Purchase order and / or Work Order on the bidder. Conveyance of approved rates by BSNL and acceptance of approved rates of APO / AWO / LOI by bidder shall form the contract.
- (f) **"The Purchase Order (P.O.) / Work Order (W.O.)"** means the order placed by the Purchaser on the Supplier signed by the Purchaser containing the good's to be delivered/services to be performed for various BSNL customers as per requirement from time to time during validity of contract.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order / work order for the full and proper performance of its contractual obligations.
- (i) **"Validation" / POC (Proof of concept)** is a process of testing the equipment as per the specification & customer's Requirements for use in BSNL network. Validation/POC is carried out at selected sites to check stability, reliability, security and compliance to technical specification.
- (ii) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this Tender is awarded.
- (k) **"Bid validity period"** is the duration during which BSNL will convey its intention to procure tendered material by way of issue of Advance Purchase Order/Advance work order / letter of Intent.
- (l) The term 'GST Act' shall include Central Goods and Services Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India.
- (m) For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation India, as may be applicable.

#### 2. ELIGIBILITY CONDITIONS: -

2.1 Kindly refer to Clause-4 of Section – 1, Part A i.e. detailed NIT Tender.

#### 3. COST OF BIDDING: -

- a. The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser 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 goods required to be supplied; 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.
- 4.3 Any alterations/modifications in the downloaded copy of the Tender document will lead to rejection of Bid, in case it is detected prior to finalization of tender, however, after tender finalization or signing of contract, if any deviation is found or dispute is raised, the terms and conditions as contained in printed Bid document shall prevail.

#### **5 CLARIFICATION OF BID DOCUMENTS: -**

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **10 days prior to the date of opening of the Tender**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be posted on website [www.eprocure.gov.in](http://www.eprocure.gov.in) for information of prospective bidders.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

#### **6 AMENDMENT OF BID DOCUMENTS: -**

- 6.1 The Purchaser 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 posted on e-tendering portal ( [www.etenders.gov.in](http://www.etenders.gov.in)) to all prospective bidders 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 purchaser 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:

- 7.1 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.
- 7.2 Bid Security furnished in accordance with clause 12 & cost of the Tender document paid, if applicable.
- 7.3 A Clause by Clause compliance as per clause 11.2 (c)
- 7.4 A Bid form and price schedule completed in accordance with clause 8.

#### **8 BID FORM: -**

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied / services to be performed with brief description of the goods, services, quantity and prices as per section- 9.

#### **9 (Deleted)**

#### **10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION: -**

Documents as listed in clause-3 of Section-2 are to be submitted towards eligibility.

#### **11 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS: -**

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) a detailed description of goods with essential technical and performance characteristics;
  - (b) (deleted)
  - (c) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

## **12 BID SECURITY / EMD: -**

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (DNI tender).
- 12.2 The MSE (Micro and Small Units) bidders are exempted from payment of bid security:
- a. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - b. The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c. If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.8.
- 12.4 The bid security shall be in the form of a Bank Guarantee issued by a Nationalised/Scheduled Bank in favour of the Purchaser, **valid for a period of 180 days from the date of Tender opening**. However, in cases where bidder is not in a position to submit the BG for whatever reason, Crossed Demand Draft / Pay Order drawn in favour of " **THE AO(CASH) O/o GM BA BSNL, RAIPUR**" submitted shall also be acceptable, but no interest shall be payable.
- 12.5 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for tenders.
- 12.6 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 purchaser pursuant to clause 13.
- 12.7 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order (APO) satisfactorily in accordance with Clause 27 (given below) and furnishing the performance security.
- 12.8 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) If the bidder does not accept the APO/ AWO(Advance work order) / LOI and/ or does not submit PBG& sign the contract/ agreement in accordance with clause 28.
- 12.9 The bidder has to submit the bid security for items quoted as per DNI Tender in Section-1.

### **13 PERIOD OF VALIDITY OF BIDS: -**

**13.1** Bid shall remain valid for period specified in clause 2 of Section -2(Tender Information). **A bid valid for a shorter period shall be rejected by the purchaser being nonresponsive.**

**Note:-** In case, the date of opening of the Tender is postponed due to any reason and the bidder has already prepared BG towards Bid Security, in such cases, BG validity as per earlier Tender opening date would be acceptable.

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder 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 granting extension will not be permitted to modify its bid.

13.3 Placement of A.W.O. (Advance Work Order) / APO / LOI within bid validity period shall constitute the intention of Purchaser to procure the tendered material/services. Regular W.O. (Work Order)/P.O (Purchase Order)will be issued after unconditional acceptance of A.W.O/A.P.O. by bidder along with submission of Performance Bank Guarantee. Work order (W.O.)/ Purchase Order (P.O.) need not be issued within bid validity period.

### **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 Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

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 power of Attorney should be submitted and executed on the non-judicial stamp paper(as per format at 7(D) of Section-7) of appropriate value as prevailing in the concerned states(s) and the same be **EITHER** 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. Copy of Board resolution / authorization shall also be submitted along with POA.

(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 authorized signatory 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.

(e) In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorised signatory for the bid.

### **15 SEALING AND MARKING OF BIDS: -**

15.1 The bid should be submitted as per Clause 3 of Section 2(Tender information).

(a) The bids shall be submitted as under:-

## Single Stage Bidding & Two Electronic Envelope System

The details of sealing & marking of bids in this case is given below:

- (b) In Single stage bidding & two electronic envelopes system, the bidder shall submit as per Clause 3 of Section-2.

### 15.2

- (a) The envelope, containing Offline documents mentioned in clause 4.2 of Section-4 Part-C shall be sealed properly by the bidder and addressed to:

**The Asst. General Manager (NWP)  
O/o the General Manager, RAIPUR Business Area,  
Ground Floor, Admin Building, Fafadih,  
RAIPUR- 492001.  
Tel No: - 0771-2537766  
E-mail: [agmnwpryp@gmail.com](mailto:agmnwpryp@gmail.com)**

- (b) The envelope shall bear the name of the Tender, the Tender number and the words '**DO NOT OPEN BEFORE**' (due date & time).
- (c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared '**LATE**'.
- (d) The envelope containing all above offline documents shall be sealed properly by the bidder and shall be delivered on or before due Date & Time of submission of bid as specified in DNI Tender (Section-1 Part-A) to above said address mentioned in clause 15.2(a).
- (e) The envelope should be deposited in the Tender box available at the **AGM (NWP), o/o General Manager, RAIPUR Business Area, Ground Floor, Admin Building, Fafadih, RAIPUR -492001** or sent by Registered Post/Speed Post or delivered in person on the above mentioned address (in clause 15.2(a) above) before the time and date of submission of Bid mentioned in this Tender. The responsibility for ensuring that outstation envelope is delivered in time shall rest with the bidder. The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of Tender Opening: The Tender will be opened online in the chamber of **AGM (NWP), o/o General Manager, RAIPUR Business Area, Ground Floor, Admin Building, Fafadih, RAIPUR -492001** on the date & time specified in NIT Tender.
- (g) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently at venue and notice board on **Ground Floor, Admin Building, Fafadih, RAIPUR - 492001** and also on web site [www.etenders.gov.in](http://www.etenders.gov.in)
- 15.3 If offline documents are not delivered up to date & time of submission of bid as specified in Tender, the bid shall be rejected.

## 16. SUBMISSION OF BIDS: -

- 16.1 Bids must be submitted online on e-tender portal [www.etenders.gov.in](http://www.etenders.gov.in) and offline documents (Bid Cost, EMD, POA etc.) by the bidders at the address specified under clause 15.2, not later than given date & time of submission as specified in DNIT under Section-1 Part -A .
- 16.2 The Purchaser 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 purchaser 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 by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

## 17. LATE BIDS: -

- 17.1 No bid shall be accepted either online by E-Tender Portal or offline document by the purchaser after the specified deadline for submission of bids prescribed by the purchaser 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.
- 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 PURCHASER: -**

- 19.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders physically present who chose to attend, at time & date specified in DNIT under (Section-1 PART A) on due date.

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 (C).

- 19.2 A maximum of one representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 For sequence & procedural details of opening of Bid, please refer Clause 6 of Section-4 Part-C.
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL/submission of bid is not possible due to unavoidable circumstances, the bid will be opened on the following working day, time and venue remaining unaltered unless the revised date of opening of bids is notified before opening of Tender.

**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(Refer Clause 1 of Section-4 Part-B)**

**22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS (Refer Clause 2 of Section-4 Part-B)**

**23 CONTACTING THE PURCHASER: -**

- 23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser 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 purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**24 PLACEMENT OF ORDER / AWARD OF WORK: -**

- 24.1 After evaluation of financial proposals (bids), BSNL shall prepare a separate list of Bidders arranged in increasing order of their evaluated prices starting from the lowest against this Tender (i.e. L1, L2, L3 and so on), for the purpose of awarding work. The BSNL reserves the right to counter offer against the quoted price by any bidder.
- 24.2 BSNL reserves the right to increase/decrease up to 50% 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.
- 24.3 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.

- 24.4 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.
- 24.5 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.
- 24.6 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 RAIPUR BA at the risk and cost of respective bidder.
- 24.7 The Successful Bidder/Contractor can be asked to execute the work anywhere in Chhattisgarh at the approved L1 rates for the work. The area can be in the same or different Cluster/ BA/BA.

**25 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: -**

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.

**26 ISSUE OF ADVANCE PURCHASE ORDER (ADVANCE WORK ORDER): -**

- 26.1 The issue of Advance Purchase Order/ Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.
- 26.2 The bidder shall within 14 days of issue of the Advance Purchase Order/ Advance Work Order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 26.3 The Bidder shall also sign an agreement (framed on the terms and conditions of the TENDER by BSNL to be made available to the bidder along with Advance Purchase Order/ Advance Work Order) within this period after submission of the performance security
- 26.4 In case of non-acceptance of APO by L1 bidder, tender shall be cancelled. Action will be taken to forfeit the EMD of bidder as per clause 12.8 of Section-4 Part-A.

**27 SIGNING OF CONTRACT: -**

- 27.1 Bidder shall submit unconditional acceptance of approved rates as contained in AWO / APO / LOI along with agreement duly signed by authorized signatory on non-judicial stamp paper of appropriate value and performance security for amount & validity specified in APO / AWO / LOI.
- 27.2 Upon the successful bidder furnishing performance security pursuant to clause 25 & 26, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24 & 27 of this section.

**28 ANNULMENT OF AWARD: -**

Failure of the successful bidder to comply with the requirement of clause 25 & 26 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

**29 Not Applicable**

**30 REJECTION OF BIDS: -**

- 30.1 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, 12.3(c)& 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 & 12.3 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. Section-4 Part A: If clause-by-clause compliance or statement of deviation 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
- e. "Noted", "Understood", "Noted & Understood" shall not be accepted as complied.
- f. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- g. Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

30.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 30.1(a), 30.1(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.

30.3 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 as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

30.4 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 on the date of Tender opening will be returned to the bidders after issue of P.O. against the instant Tender.

30.5 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.

### **31 ACTION BY BSNL AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT: -**

In case of default by Bidder(s)/ Vendor(s) such as

- 31.1 Vendor does not Start the activity in time;
- 31.2 Vendor does not perform satisfactory in the field in accordance with the specifications;
- 31.3 Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.

### **32 Clause deleted**

### **33 Clause deleted.**

### **34 NEAR-RELATIONSHIP CERTIFICATE: -**

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the Tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of

PSUs both state and central. 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:-

34.4 Members of a Hindu undivided family.

34.5 They are husband and wife.

34.6 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).

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

### **35 VERIFICATION OF DOCUMENTS AND CERTIFICATES: -**

**35.1** The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

**35.2** If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

### **36 Security Clause as per latest guidelines and requirement: -**

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.



**APPENDIX-1 TO SECTION-4 PART-A**

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ AWO issue of PO/WO.	
	c) Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as	
	(i) If detection of default is prior to award of APO / AWO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO/AWO ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.) .	i) Cancellation of APO / AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO / AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
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. Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.		
S. No.	Defaults of the bidder / vendor	Action to be taken.

2	<p>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 &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4	<p>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.</p>	<p>i) Termination of PO/ WO.  ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.  iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5	<p>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.</p>	<p>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 &amp; cost of defaulting vendor.  iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
6	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD.  OR ii) If the material is inducted in network &amp; 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.</p>

7	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).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; 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</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
8	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p>Note 5:-The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 6:-This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>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.</p>
9	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>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.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; 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.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
10	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.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is</p>

		<p>commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; 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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
11	<p>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.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>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).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; 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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
12	<p>If the vendor does not return/ refuses to return BSNL's dues:</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p>
	<p>a) in spite of order of Arbitrator.</p>	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; 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.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	<p>b) in spite of Court Orders.</p>	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; 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.</p>
13	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course</p>	<p>Take Action as per the directions of CBI or concerned department.</p>

14	The following cases may also be considered for Banning of business:	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 by BSNL for 3 years from date of issue of banning order.
	(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.	
	(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.	
	(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.		

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## SECTION-4 PART B

### SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

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 PRELIMINARY EVALUATION

- 1.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 1.2 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.
- 1.3 Prior to the detailed evaluation pursuant to clause 2, the Purchaser 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 purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 1.5 The Purchaser 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. If required, in such cases, the bidder may be asked to submit necessary clarification & supporting authenticated documents during evaluation.

#### 2 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 2.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 1.
- 2.2 The financial proposals of only those Bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be opened.
- 2.3 Financial evaluation shall be done for all the works together, as a package.
- 2.4 The financial bid shall be evaluated as lowest package cost quoted by the Bidder. After evaluation, BSNL shall prepare a list of bidders, arranged in increasing order of the quoted package rate starting from the lowest (i.e. L1, L2, L3 and so on) separately for the purpose of awarding work.
- 2.5 If the quoted rate of Two or more participating Bidders are same, then the work will be awarded in equal quantity to all the bidders, for which decision of BSNL will be final and binding on all the bidders.

#### 3 FINANCIAL PROPOSAL

The Firm shall submit the financial bid as per format in Section 9-Part B.

- 3.1 The Financial offer should be strictly in the format as at Section 9 (B) and any variation may render the offer invalid.
- 3.2 The prices quoted should be limited to 2 decimal points only. Any figure after 2 decimal points shall be ignored for all purpose.
- 3.3 In case of variation between rate mentioned in figures & words, the amount in words shall prevail.

#### 4 DISTRIBUTION OF QUANTITY

The Purchaser intends to limit the number of technically and commercially responsive Bidders to 2 (Only TWO) bidders for all the items from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest package rates for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Work Distribution will be done to two bidders (L1 & L2) in the proportion of 60:40. If L2 bidder refuses to work on L1 bidder's rate, L1 bidder will be given 100% work. E-Reverse bidding shall be done if L1 Rate is too high or more than One bidder (L1 or L2) has quoted the same rate, to arrive at final L1 Rate.

**Table 1(A)**

No. of Bidders to be considered approved (Col. 1)	Quantity allotted to the respective bidder(Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two bidder	60%	40%	Nil	Nil	Nil

In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same, as specified in the tender.

However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

- 5 **RANKING:** Ranking & Evaluation of the offers will be made on Package value basis.
- 6 Paying authority shall be the C.A.O./A.O. of the RAIPUR BA and details shall be indicated in PO / WO.
- 7 The Award letter on successful submission of PBG to AGM (NWP), RAIPUR, shall be issued by AGM (NWP) of RAIPUR BA.
- 8 The Agreement of Contract (AOC) to be executed between Contractor & BSNL shall be conveyed along with LOI based on terms and conditions of the Tender.
- 9 In case of any change in constitution of firm / company or transfer of ownership, during the contract period, written approval of tendering authority shall be obtained by submitting the necessary documents, with undertaking that the changed entity shall continue to perform the contractual obligations of the supplier under this contract.
- 10 In case of unreasonableness of the quoted rates, due to exceptional circumstances as stipulated in para (i) of CVC Circular No. 4/3/07 dated 3/3/2007, the tendering authority may negotiate with L1 bidder(s). As a result of negotiation, if the PNC (Price Negotiation Committee) recommends either-
  - (a) Rates after negotiation are reasonable & the recommendations of PNC are accepted by the Tender Accepting Authority;

**OR**

- (b) The rates after negotiation are unreasonable & the recommendation of PNC is accepted by the Tender Accepting Authority.

Based on either of the above recommendations of the PNC and its acceptance by the Tender Accepting Authority, the quantity to be ordered may be determined as full quantity for (a) or bare minimum quantity for (b) above. In case of latter, it is up to the Tender Accepting Authority to decide whether a bare minimum quantity is to be procured or not procured at all, depending on the exigency of the case. The quantity whether full or bare minimum as decided by the tender accepting / approving authority shall be distributed among L1, L2, L3, etc. bidders, as per tender conditions / provisions.

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## SECTION - 4 PART C

### E-tendering Instructions to Bidders

**Note: - The instructions given below are with respect to NIC's e-tender portal and for e-tenders invited by GM BA, RAIPUR Telecom BA, BSNL, RAIPUR only.**

**General: -**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this TENDER. For conducting electronic tendering, BSNL Chhattisgarh Circle has decided to use the portal <https://www.etenders.gov.in> through Central Public Procurement Portal of NIC, (Govt. of India) New Delhi.

**1) Tender Bidding Methodology:**

Sealed Bid System –'Single Stage Using Two Electronic Envelopes',

The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time.

**2) Broad outline of activities from Bidders prospective:**

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

**3) 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 CPPP.**

**(a) 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>].

**(b) Registration:**

To use the Electronic Tender® portal (<https://www.etenders.gov.in/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, use the Electronic Tender portal [www.eprocure.gov.in](http://www.eprocure.gov.in), The vendor should visit the home page of the portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and go to the e-procure link then select Bidders Manual KIT.

On successful submission of Registration details. Please contact NIC Helpdesk as given below, to get your registration accepted/activated.

NIC HELPDESK	
Telephone No. (Toll Free)	0120-4001 002, 0120-4001 005
E-Mail I.D.	<a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>



**For any problem related to uploading/downloading tender documents on website eprocure.gov.in, please contact Shri Chitaranjan Panda, NIC Executive on Mobile No. 9987666300 between 10:00 hrs. to 17.00 Hrs. on working days.**

<b>BSNL CONTACT DETAILS.</b>	
BSNL's Contact Person-1	ASST. GENERAL MANAGER (NWP)
Telephone No.	0771-2537766 (between 10:00 hrs. to 17.30 Hrs. on working days.)
E-Mail I.D.	<a href="mailto:agmnwpryp@gmail.com">agmnwpryp@gmail.com</a>

**4) Method For Submission Of Bid Documents:-**

The bid-submission shall be online on CPPP, however some documents mentioned below in clause 4.2 are to be submitted physically offline as follows:

**4.1 Online submission: (as per Clause-2 & 10 of Section-4 Part-A)**

SI.No	Contents of 1 <sup>st</sup> Electronic Envelope	Contents of 2 <sup>nd</sup> Electronic Envelope
01	The documents listed in Clause 10 of Section-4 Part-A	(1) Original Price Schedule (BOQ) as per Section-9 Part-B. (Download Price Schedule (BOQ) in XLS format, duly fill in the required details & upload)

**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 format file
  - (iii) All those documents (Contents of 1<sup>st</sup> Envelopes) which are unable to be uploaded online, can be submitted offline along with the mandatory offline documents duly attested by the bidder as per clause 15.2 (d) of Section-4 Part-A before scheduled date & time of submission.
  - (iv) Some documents (Contents of 1<sup>st</sup> Envelopes) which are unable to be uploaded online, can be submitted offline along with the mandatory offline documents duly attested by the bidder as per clause 15.2 (d) of Section-4 Part-A before scheduled date & time of submission.
- a. Please take care to scan documents that total size 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.
  - b. Utmost care may be taken to name the files / documents to be uploaded on CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File Name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	Not allowed	Space in between words / characters not allowed
QACertificate(l)	Not allowed	Special characters not allowed.
QA Certificate	Allowed	Under Score allowed between words / characters.
QACertificate	Allowed	Upper & Lower case allowed

- c. It is advised that all the documents to be submitted as per Clause 2 & 10 of Section-4 Part-A of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.
- d. The names and total size of each document (Preferably below 50 MB) may be checked before uploading.

**4.2 Offline Submissions: -**

The bidder shall submit the following documents offline AGM (NWP) o/o the General Manager, RAIPUR Business Area, Room No 101 Ground Floor Telephone Bhawan Fafadih, RAIPUR-492001 on or before the date & time of submission of bids specified in tender, in a Sealed Envelope. The envelope shall bear the tender name, the tender number and the words 'DO NOT OPEN BEFORE \_\_\_\_\_' (due

date & time).

- (a) EMD-Bid Security (Original copy) (As per proforma given at 7(A) of Section-7) .
- (b) DD/ Bankers cheque - drawn in favour of "The AO (Cash) O/O GM BA BSNL RAIPUR", against payment of tender fee).
- (c) Power of attorney in accordance with clause 14.3 of Section-4 Part-A (Original ink signed copy) (As per proforma given at 7(f) of Section-7) .
- (d) Attestation of Specimen Signature POA holder by Company's / Firm's Banker as per clause 14.3(d).

**Note:** - The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

**5) Special Note On Security Of Bids: -**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

**6) Online Tender Opening Event (TOE) : -**

CPPP offers a unique facility for 'Online Tender Opening Event (TOE)'. TENDER Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) .

Every legal requirement for a transparent and secure 'Online Tender Opening Event (TOE)' has been implemented on CPPP.

- (a) The bids will be opened in 2 stages i.e.(i) Techno-commercial bid & (ii) Financial bid. The techno-commercial bid shall be opened on the date of tender opening given in DNI tender. Normally, the financial bid will not be opened on the date of opening of techno-commercial bids, however decision of BSNL in this regard, will be final and binding on all the bidders.
- (i) As soon as a Bid is decrypted by the TOC, the documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
- (ii) Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority and the same report of TEC will be uploaded on e-tender portal of techno-commercially compliant bidders for information of financial bid opening.
- (iii) 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.
- (b) The following information should be read out at the time of Techno-commercial bid opening:-
  - (i) Name of the Bidder
  - (ii) Name of the item
  - (iii) EMD amount & validity and acceptability
  - (iv) Information in respect of eligibility of the bidder
  - (v) Details of bid modification / withdrawal, if applicable
- (c) The following information should be read out at the time of Financial bid opening:-
  - (i) Name of the Bidder
  - (ii) Name of the item
  - (iii) Quantities / prices quoted in the bid
  - (iv) Discount if offered
  - (v) Taxes & levies.

**7) Price Schedule / BOQ (Bill of Quantity): -**

Utmost care may kindly be taken to upload Price Schedule/ BOQ (Section-9 Part-B). Any change in the format of Price Schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:-

- (a) Down load (i) price schedule / BOQ in XLS format.
- (b) Fill rates in down loaded price schedule / BOQ as specified in XLS format only in White background cells. Don't fill in grey back ground cells.

- (c) BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
- (d) 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.

**8) OTHER INSTRUCTIONS: -**

For further instructions, the vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

**Important Note:-** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links of e-procurement portal (CPPP), and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

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 CPPP.
- (b) Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- (c) Get your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
- (d) Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.
- (e) While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.
- (f) (BSNL shall not be responsible any problem arising out of internet connectivity issues).

**9) Minimum Requirements at Bidders end: -**

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

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## SECTION-5 PART A

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

#### 1. APPLICATION

Tenders are invited from reputed, qualified, experienced and financially strong Firms / Agencies for SLA based 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:

- 1.1 Corrective maintenance of OFC routes
- 1.2 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 Part B.
- 2.2 Wherever the Technical specifications mentioned in Section -3 Part B in the document not specific about any items of work, the item shall be executed as per the provisions of BSNL E.I.

#### 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.

#### 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) EMD/ BID SECURITY:

- (a) The bidder shall furnish a bid security of amount as specified in DNIT (Section 1 Part A).
- (b) 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 12.8, Section-4 Part A.
- (c) The bid security shall be submitted in the form as specified in clause 5 of DNIT (Section-1 Part - A).
- (d) A bid not secured in accordance with Para 12.1, Section 4 Part A 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).

- (e) 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, Section 4 Part A.
- (f) 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, Section 4 Part A of this section.

(g) **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
  - (a) to sign the contract in accordance with clause 27, Section 4 Part A.
  - (b) to furnish performance security in accordance with clause 7(iii).
  - (c) to furnish Material Security in accordance with clause 7 (ii) of Section 5 Part A.
  - (d) to follow the lawful instructions of BSNL Authorities or his representatives.

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

**ii) Material Security:**

- (a) The successful Bidder will have to deposit material security **Rs 2.0 Lacs (Rupee Two Lacs Only)** in the form of DD or BANK GUARANTEE in favour of "AO (Cash) O/o GM BA BSNL RAIPUR" , payable at RAIPUR. Bank guarantee (BANK GUARANTEE should be valid minimum for 30 months) from a scheduled bank and in the material security bond form provided in the bid document as per Section 7(J). Material Security can also be submitted in the form of Crossed Demand Draft in favour of "AO (Cash) O/o GMT BSNL RAIPUR" payable at RAIPUR 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 the 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".

**iii) Performance Security:**

- (a) Successful bidder shall furnish performance security to BSNL for an amount equal to 3% of the value of approved cost within 14 days from the date of issue of letter of intent (LOI)/ Advance Work Order (AWO) 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 "The AO(Cash) O/o GM BA BSNL RAIPUR" payable at RAIPUR (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 3% of the contract cost. (BANK GUARANTEE should be valid minimum for 30 months)

- (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 0.5% of running bills/final bill towards the Performance Security/ Security Deposit. (BANK GUARANTEE should be valid minimum for 30 months)

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.

- (b) The performance security Bond shall be in the form of DD/BANK GUARANTEE in favour of "The AO(Cash) O/o GM BA BSNL RAIPUR" payable at RAIPUR (BANK GUARANTEE should be of minimum 30 months) issued by a Nationalized Bank.
- (c) 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.
- (d) There is no exemption to MSE units/ bidders from submission of PBG and Material Security, which they will be required to submit, as applicable, if the tender is awarded to MSE units/ bidders.

**iv) Additional Performance Security:**

Bidders quoting price lower than 25% of the Estimated rate will be required to deposit additional Performance Security equivalent to the applicable PBG i.e. the amount of PBG will be two times of that of original PBG.

Note:- 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.

**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 BA 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 contractor 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 Form (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 GM BA RAIPUR Telecom BA 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 GM BA RAIPUR Telecom BA or any officer authorized by him in writing.

### 10.4 **PERIODICITY OF AGREEMENT:**

ONE year from the date of agreement; which will be further extendable by additional one year on the same terms and conditions, including Service Level Agreement (SLA) parameters. In this regard, decision of GM TD, BSNL RAIPUR will be final and binding, For the extension of contract by additional One year, the bidder will have to submit security Deposit /PBG applicable for the approved value of tender and the same shall be valid for a minimum period of 18 months from the date of commencement of extended period.

## 11. **MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING**

### 11.1 **Measurement:**

- 11.1.1 The Measurement Books/ Work Diary 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 initialled & 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 terms 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



within 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 **SECTIONS** 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 18** 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:**

### **14.1 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 Man days engaged during the month
  - iii) Proof regarding payment of EPF/ ESI contribution for that month to the respective authorities.
  - iv) Work Diary.
  - v) Certificate related with no BSNL person employed by him during the contract period.
  - vi) Certificate regarding wages paid by the contractor to all labours 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.

### **14.1 Procedure for Preparation and settlement of SLA based OFC Route Maintenance bills:**

- (a) The contractor shall prepare the Monthly bills for the SLA based maintenance activity in triplicate ensuring execution work in its Completeness (requisite documentation), correctness of rates and quantum of work and submit the bills to Engineer- in-charge of work. The Engineer- in-charge shall record the certificate on the Monthly bill after scrutinizing the bills and submit the Monthly bills along with the documents as mentioned below to the Divisional Engineer, in-charge of work.
- (b) Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates of the bills. The Divisional Engineer shall retain the third copy along with photocopies of documents and record it in the estimate file maintained in his office and send first and Second copies with all documents to relevant higher office for processing of bills and release of payment.
- (c) The office cell dealing with bills payment shall process the bill in the estimate file of the concerned work and scrutinize the bills vis-à-vis Fault record register and certificates by Divisional in charge, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bill. Statutory taxes (Income Tax etc.) applicable to contract shall be deducted at the time of payment from each Monthly bill.
- (d) Account payee cheque or RTGS payment for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered into contract's ledger by Work Section of the Planning Cell.

### **14.3 Procedure for Preparation and settlement of OFC improvement works (where a separate work order is issued)**

- (a) The work order issued may contain work to be executed in many patches of various natures as mentioned in SOR. 100% payment will be paid after completion of Patch work subject to commissioning of patch work and put to use to carry traffic on certification of BSNL Site- engineer.
- (b) Liquidated damages (LD) @ 0.5% per week subject to maximum of 10 % of the value of the work will be levied beyond the time limit mentioned in the work order.
- (c) All material supplied/used and the work done by the contractor shall be guaranteed against the defective manufacture/workmanship for a period of 12 months. Cost of such defective material shall be recovered from subsequent bills or from P.B.G amount held (in case validity of contract is over).
- (d) The contractor shall prepare the final bill in triplicate & and submit the same to Engineer-in-charge of work within 15 days of final acceptance and commissioning. The final bill shall be prepared for all items involved in execution of complete Patch work as per point no 1 above. The contractor shall prepare the final bill containing the following details:
  - a. The bill for all the quantities as per Measurements at the approved rates
  - b. Adjustment of performance security deposit and statutory taxes already recovered.
  - c. Store reconciliation statement furnishing account of stores received against the work order and returned to the designated Store go down as surplus with requisite verifications from store in-charge of work.
  - d. Letters of grant of E.O.T(s). If work could not be completed within stipulated time.
  - e. Copy of Measurement book
- (e) The engineer- in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The Engineer-in -charge shall verify the quantities of items of work with reference to measurements recorded in the measurement. The S.D.E. in-charge of work shall submit the final bills, along with other documents mentioned above, with the documents as mentioned hereunder to the Divisional Engineer, in-charge of work.
  - (i) Bill prepared by the contractor.
  - (ii) Material reconciliation statement.
  - (iii) Measurement book.
  - (iv) Details of recoveries/penalties for delays, damages to BSNL/Third party properties as per provisions of the contract. In case no recovery is to be made. NIL report needs to be submitted.
  - (v) Details of empty cable drums cost which needs to be recovered from the bill.
  - (f) The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by engineer-in-charge along with the bills as above to the higher office for processing and final payment.
- (g) The office cell dealing with OFC bills shall process the bill in the estimate file of the concerned work and scrutinize the bill vis-à-vis work order issued sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all the liabilities of the contractor and statutory taxes. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.
- (h) Account payee cheque or RTGS payment for the amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount, if the bills are not pre-

received. Details of payment of all the bills shall be entered into contract's ledger by Work Section of the Planning Cell.

#### **14.4 Procedure for payment for sub standard works:**

- (a) The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provide by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- (b) Timely action by Construction Officers: Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of cost ruction Officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer/ Sub Divisional Engineer is responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice i.e. respect of defective works shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/ remove the sub standard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, of the contractor fails to rectify/ remove/replace the sub standard item, the defect shall be got rectified replaced/removed by BSNL or through some other agency at the risk and the cost of the contractor.
- (c) Non-reporting of the substandard work in time on the part of Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.
- (d) **Authority and procedure to accept sub standard work and payment thereof:**
  - There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the GM RAIPUR BA the items in question will not materially deteriorate the quality of service provided by the construction, GM RAIPUR BA shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one S.D.E. and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as sub standard and recommend the rates payable for sub standard work, which shall not exceed 60% of the approved rates of the item in question.
- (e) Record of sub standard work: The items adjudged, as sub standard shall be entered into the measurement book with red ink.

#### **15 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.

#### **16 SHORT CLOSURE OF TENDER:**

One Month Notice in case Work is not met as per Terms & Conditions

**OR**

Government OR BSNL"s policy changes

**OR**

Any public interest at large is adversely affected

## 17 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.

**17.1** 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.

**17.2** 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.

**17.3** 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/GM BA s from the bill/security deposit/any other amount due to the contractor.

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

## 18 PENALTY CLAUSE:

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

### 18.1 Penalty on SLA Parameters: Schedule – C

Sl.	Parameter	Limits	Amount of penalty in Rs.	Remarks
1	Faults per month	Permissible/unavoidable Maximum 3 fault per 100 km per cable per month.	Rs. 5000 for each additional fault exceeding the limit	Faults which are within the avoidable circumstances of the contractor .
2	Splice loss per fiber	Less than 0.07 dB	Rs. 2000 per joint per occasion	Apart from Penalty, the Agency is responsible for bringing splice loss $\leq$ 0.1 dB at his own cost within 7 days.
3	Mean Time to Repair (MTTR) OFC cuts	> 8 Hrs	Rs. 1000 for next 4 hrs. and Rs. 5000 for each additional 8 Hrs.	Up to 90% OFC cuts, the restoration time permitted is < 8 Hrs and for 10% OFC cuts, restoration time permitted is greater than 8 Hrs with overall restoration time permitted is $\leq$ 8Hrs for all OFC cuts during a month.
4	Submission of diagram with marking of joint pits, fixing of route/joint indicators	Within 3 days of the fault rectification	Rs. 5000/- per day subjected to maximum of Rs. 20,000/-	
5	OF Cable strengthening by Scheduled and Planned Maintenance	one month from date of issue of work order	5% of amount of the work per month	The DGMM/PGMM concerned decision is final, as per situations/special circumstances like Road expansion/ pipe line works etc.

	works			
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- (i) The maximum restoration time is response time plus travel time including time for localization and restoration. In case contractor fails to complete the restoration of network link (either temporary or permanent as the case may be), BSNL has a right to impose penalty of Rs 5,000/- per cut as detailed below-

CASE	Period of contract	Duration of fault
A	Initial 3 months of contract	Beyond 8 hours
B	From 3 months to 6 months	Beyond 6 hours
C	After 6 months	Beyond 5 hours

- (ii) For the purpose of penalty only three cuts per month in entire route will be allowed and will be the bench mark. If numbers of cuts exceed this figure, a penalty of Rs 5000/- per cut shall be imposed and recovered from contractor except in case of rodent and termite fault with due certification from site engineer. **However in order to let contractor become familiar with the route; penalty shall be exempted up to seven cuts per route per month for the first quarter.**

- (iii) If the average number of cuts per month is one during a quarter (quarter will be counted from the month when the contract commence), a bonus of Rs 7500/- per month would be paid to the contractor.

- (iv) The MTTR time will be calculated from the time either the Contractor/supervisor or repair team is informed about the fault up to the time of restoration of end-to-end traffic after rectification of OFC cut(s)/fault(s) including the traveling time. The contractor or supervisor/repairing team can be informed via SMS/voice calls/whatsapp/email or via any other communication means available at that point of time. The Repair time of any fault occurred shall be calculated by collecting data from respective multiplexer station of BSNL. Any pending restoration of link on account of BSNL shall be certified by Engineer-in-charge and should not be counted in outage time due to contractor.

- (v) If the splice loss of all the fibers are not within the prescribed limit, the contractor has to re-do the splice till the value is achieved (less than 0.07 db per slice) failing which BSNL will carry out the work by itself deducting Rs 6000/-per fault from the monthly bill.

- (vi) If the splice loss of all the fibres are not within the prescribed limit, the contractor has to re-do the splice till the value is achieved (less than 0.07 db per slice) failing which BSNL will carry out the work by itself deducting Rs 6000/-per fault from the monthly bill.

- (vii) In no case the Engineer shall be held responsible for the delay in restoration except for the instance of making availability of requisite materials for restoration.

- (viii) 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 SJC/BJC
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- (ix) **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 required depth as per tender term and conditions, a penalty of Rs 150/meter will be deducted from the monthly bills.

- (x) **Jointing penalty:** If contractor or bidder does not make joints as per standard and specifications of tender term and conditions (eg. Criss Cross of Fiber or bad workmanship), a

penalty of Rs 2,500/- per joint will be deducted from the monthly bill in addition of rectifying fault free of cost.

- (xi) **Third Party Damage:** If the bidder damages other Private Service provider's cables /sewage line/ Government or public properties, such as electricity 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."

- (xii) **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:-

Sl. No.	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)	

- (d) 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.
- (xiii) **Overall limit of penalty:** Maximum penalty in any given month will be limited to maximum 25% of the monthly bill amount.

## 18.2 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 BA.

### **18.3 Withdrawal of work:**

The work will be withdrawn with relevant penalty decided for due payment in case of non-performance with 15 days notice in form of letter, SMS, e-mail and Whatsapp, etc.

### **19 TERMINATIONS FOR DEFAULT:**

**19.1** 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 -

- a) If the Contractor fails to render services within the time period(s) specified in the Contract or any extension thereof granted by BSNL.
  - b) If the Contractor fails to perform any other obligation(s) under the Contract: and
  - c) 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.
- 19.2 In the event, BSNL terminates the contract in whole or in part, pursuant to Para 19.1, 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.
- 19.3 In the event of prosecution for any offence of directors/partners/ of the Contractor or of the Contractor.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 If the Contractor commits any violation of any laws, rules or regulations of the land.
- 19.9 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.
- 19.10 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.
- 19.11 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 Agreement or any other Work Order(s) that may be issued by BSNL.
- 19.12 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.

- 19.13 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.
- 19.14 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.
- 19.15 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.
- 19.16 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.
- 19.17 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.

## **20 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.

## **21 INDEMNITIES:**

**21.1** 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.

**21.2** 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.

**21.3** 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.

## **22 FORCE MAJEURE:**

**22.1** If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God

(hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party

have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

**22.2** Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

### **23 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

**23.1** In case of default by Bidder(s)/ Vendor(s) such as

- (i) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (ii) Failure to perform any other obligation(s) under the Contract; and
- (iii) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

### **24 ARBITRATION:**

**(Applicable in case of supply orders/Contracts with Firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder.

**24.1** A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

**24.2** The number of the arbitrators and the appointing authority will be as under:

<b>Claim Amount (excluding claim for counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing Authority</b>
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, be the two arbitrators. BSNL will appoint its arbitrator from its panel.

- 25** Neither party shall appoint its serving employee as arbitrator.
- 26** If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall precede de novo.
- 27** Parties agree that neither party shall be entitled for any pre-reference or pendentlite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 28** Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

**29 Fast track procedure –**

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, Documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information Or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the Arbitral Tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral Hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) to (9) of Section 29A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.)
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- (8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

- (9) The Arbitration proceeding shall be held at New Delhi or Circle or BA Headquarter (as the case may be).
- (10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
  - I. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

## II. APPLICABLE LAW AND JURISDICTION

- a. The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Court at the place from where the Purchase Order has been placed.
- b. Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

## 30 SET OFF

1. Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

2. It is agreed in case of set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

## 31 Indemnity:

- (A) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the Invoice and GST portal.

In case of mismatch because of vendor's fault prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor. The compliance to be adhered by supplier includes (but is not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time.
- (ii) Issuing GST compliant invoice/ CN/DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
- (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload details on GSTN. Such changes w.r.t the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier.

BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit (ITC) for any non-compliance or default or due to lack of diligence on the part of the supplier. Further in case any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, However if the amount has already been paid by BSNL, the same is liable to be recoverable or adjustable against subsequent payments.

- (B) It is hereby agreed between both the parties that in case any GST and /or cess liability, interest, penalties or any other tax / duty / amount/charge liability /professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws / regulations applicable in India or overseas. Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.

**32 Tax Indemnity Clause:** BSNL has the right to recover Input Tax Credit (ITC) loss suffered by it due to any mis-declaration on invoice by the supplier.

**33 COURT JURISDICTION:**

**33.1** Any dispute arising out of the TENDER/ bid document/ evaluation of bids/ issue of APO / AWO shall be subject to the jurisdiction of the competent court at the place from where the NNI TENDER/ TENDER has been issued.

**33.2** Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO / WO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

"This Contract/ PO / WO are subject to jurisdiction of Court at RAIPUR only".

**Note:-** *Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

**34 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.

### **35 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.

### **36 COMMUNICATION AND REPORTING:**

**36.1** Communication: The Parties must use their reasonable endeavours 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.

**36.2** 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.

**36.3** 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.

#### **36.4** Reporting:

**36.4.1** 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.

**36.4.2** 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.
- (iv) 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.

### **37 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. Furthermore, 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.**

### **38 INTELLECTUAL PROPERTY RIGHTS:**

**38.1** 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.

**38.2** 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.

**38.3** 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.

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

**38.5** 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.

### **39 REPRESENTATIONS AND WARRANTIES:**

#### **39.1 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;
  - (ii) it has full corporate power and authority to enter into, perform and observe its obligations under the Agreement: and



- (iii) 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.

#### **40 INSURANCE AND LIMITATION OF LIABILITY:**

**40.1** 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.

**40.2** 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.

**40.3** 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.

**40.4** 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).

**40.5** 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.

#### **41 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.

#### **42 COMPLIANCE WITH LAWS:**

**42.1** 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**.

**42.2** 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 all 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.

#### **43 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;

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## SECTION –5 PART B

### SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

#### 1. General Requirements to be followed for the execution of works:

- 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 totalling 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 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 mala-fide 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 honour 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.

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

#### 3. LABOUR WELFARE MEASUREMENT AND WORKMAN COMPENSATION:

##### a. Obtaining License before commencement of work:

- b. 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 until 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 contract arising out of the resultant non-execution of work.

##### c. Contractors Labour Regulations:

##### (i) 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.

**(ii) 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.

**(iii) Payment of Wages:-**

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

No wage period shall 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 and a copy sent by the contractor to the Engineer-incharge 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.....

**(iv) 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: -**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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 labourers who met with accident.
  - (a) Rate of wages
  - (b) Sex
  - (c) Age
  - (d) Nature of accident and cause of accident
  - (e) Time and date of accident
  - (f) Date and time when admitted in hospital
  - (g) Date of discharge from the hospital
  - (h) Period of treatment and result of treatment.
  - (i) Percentage of loss of earning capacity and disability as assessed by Medical officer
  - (j) Claim required to be paid under Workmen's Compensation Act.
  - (k) Date of payment of compensation. Amount paid with details of the person to whom the same was paid.
  - (l) Authority by whom the compensation was assessed.
  - (m) 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 labourers / employees engaged by him for performing the works of BSNL and ensure EPF deposit on or before due date. (Proof of Payment of EPF liabilities 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

## **4. 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.

## **5. 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 subcontracted 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 subcontractor to make full and proper compliance with the said by-laws, Rules, Regulations, laws and order and provisions as aforesaid.

## **6. Paying authority shall be The C.A.O. /A.O. of RAIPUR BA and details shall be indicated in PO / WO.**

- a) Tender shall be processed and LOI shall be issued by AGM(NWP) of RAIPUR Business Area.

- b) The Purchase Order/ Work Order on successful submission of PBG to Planning, shall be issued by AGM/DE of concerned work order issuing unit of RAIPUR.
- c) The Agreement to be executed between contractor & BSNL shall be conveyed along with LOI based on terms and conditions of the tender.

## **7. Payment Terms & Penalties :**

### **7.1 Payment Terms:**

- a) The CONTRACT charges shall be paid by BSNL **on monthly basis** at the end of each month from the beginning of CONTRACT. However payment at the end of every quarter will be made after deducting penalties (mentioned in clause no.14 of Section-5 Part A), based on the performance reports from filed units. The Quarterly performance reports signed by the concerned Sub Divisional Engineer and countersigned by Divisional Engineer as per Annexure-6, shall be appended to the bills by the bidder as a proof of satisfactory performance of the contract.
- b) This price is total composite inclusive of all levies and taxes, insurance and incidental charges etc. TDS shall be deducted before actual payment.
- c) Bidder shall submit Quarterly reports: "Quarterly Performance Reports" duly signed by BSNL Sub Divisional Engineer in charges (Format as per Annexure-6) and countersigned by concerned Divisional Engineer.

### **7.2** Paying authority shall be **The Accounts Officer (Cash) O/o GM BA BSNL RAIPUR.**

**7.3** The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/contractor. The bidder company is required to give the following information for this purpose along with cancelled cheque for verification:-

- a) Beneficiary Bank Name:
- b) Beneficiary branch Name:
- c) IFSC code of beneficiary Branch
- d) Beneficiary account No.:
- e) Branch Serial No. (MICR No.):

**7.4** Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST , cesses, interest, penalties or any other tax/duty/amount/charge/liability/arising either out of laws /regulations applicable in India and overseas or because of a demand / recovery initiated by any revenue authority under laws / regulations applicable in India or overseas.

### **7.5 For claiming this payment the following documents are to be submitted to the paying authority.**

- a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- b) Acknowledged Delivery Challan in original.
- c) Inspection Certificate of QA(Payable copy in original)
- d) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- e) E-way bill as prescribed in the GST law in case of movement of goods.
- f) Proof of payment of GST, if applicable.
- g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note:-

- (i) If the Service Provider fails to furnish necessary supporting documents i.e. GST invoice /



Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the Service Provider.

- (ii) Tax amount will be paid to the Service Provider only after Service Provider declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded the Service Provider and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- (iii) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- (iv) BSNL can adjust/ forfeit Bank Guarantee obtained from the Service Provider against any loss on input tax credit to BSNL on account of the Service Provider default.
- (v) In case BSNL has to pay GST on reverse charge basis, the Service Provider would not charge GST on its invoices. Further, the Service Provider undertakes to comply with the provisions of GST law as may be applicable.

#### **8. Submission of bills:**

The bills in triplicate shall be submitted in the printed format with bill numbers in running sequence.

- a) PAN should be furnished in the bill
- b) Invoice.
- c) Any other documents as may be demanded by BSNL.
- d) GST paid challan may also be attached with the bill.
- e) Approved tender rates shall be printed in the bill itself.
- f) Copy of EPF/ESI remittance challan's of previous month along with the list of Labourers for whom the remittances have been made and amount paid each labour should be enclosed along with the bill from second month onwards without which payment of monthly bill will not be released. The list should contain the EPF/ESI account numbers of the labourers. Monthly remittance challans should not include remittance details of labourers engaged on other contracts.
- g) The compensation for interruption of service rendered by the Contractor while carrying out the work will be deducted from the bills submitted by the bidder for payment.
- h) In case of downward revision of statutory levies/Taxes during the contract period, such benefits will be passed on to BSNL.
- i) The service contract charges shall be paid by BSNL to the contractor on monthly basis.
- j) All Taxes, duties, and levies payable under the provisions of Statutory, Rules or Regulations of the Central/State Government or Local Bodies arising out of the contract in respect of the works or operation or any part thereof to be performed by the Contractor as applicable of the amount for which the bill has been passed will be deducted at source, under relevant.

#### **9. PERFORMANCE SECURITY:**

- a) The Successful bidder shall furnish performance security to the purchaser for an amount equal to 3% of the total payable amount of the work awarded for **one** year (as estimated at the time of placement of work order) within 14 days from the date of issue of Advance Purchase / Work Order by the Purchaser.
- b) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7(B) of this Bid Document.

**Validity of the Bank Guarantee shall be upto 18 months after contract period and it shall**

**be extended for further one year if the work for another six to nine months is awarded to the contractor.**

- d) The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- e) In case EMD is in the form of DD/ Banker's Cheque & contractor wants to submit PBG in the form of DD/ Banker's Cheque; PBG amount may be adjusted by appropriating the EMD amount & balance, if any, shall be paid by DD/ Banker's Cheque within 14 days from the date of issue of LOI. However no interest on PBG amount shall be payable by BSNL.

#### **10. Exit Clause:**

- a) In case either party decides to terminate the agreement during the concurrency of the contract period, minimum 3 month notice shall be given and the complete documents/records and inventory supplied by BSNL, will be handed over to BSNL by the Bidder.
- b) In such case during the notice period all the terms & conditions will be enforceable and approved rates shall be paid as per the agreement.
- c) BSNL reserves the right to terminate the agreement, at any time, due to change in its own license conditions or upon directions from the DOT/ Government of India. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- d) On termination or expiry of the Agreement, the BG shall be released to Bidder only after ensuring clearance of dues, if any, which Bidder is liable to pay to BSNL. In case of failure of Bidder to pay the amounts due to BSNL, the outstanding amounts shall be realized through encashment of the Bank Guarantee without prejudice to any other action(s) for recovery of the amounts due to BSNL.
- e) No penalty / damages / compensation shall be payable by either party before expiry of agreement period, if exit is made under the following circumstances:
- f) The order of any Government (Central/State) or any statutory body.
- g) In Force Majeure event.
- h) Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:
  - (i) Neither Party shall represent the Other Party in any of its dealings.
  - (ii) Neither Party shall intentionally nor otherwise commit any act(s) as shall make a third party to believe that the other Party is still the former Party's partner.
  - (iii) Each party shall stop using the other Party's name, trade mark, etc., in any audio or visual form.

#### **11. Compliance of Labour Laws etc.**

The Bidder shall comply with all statutory / legal liabilities towards all the personnel either employed by itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project, that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulation shall be deemed to be breach of this Agreement.

#### **12. Confidentiality of information**

Subject to conditions contained in this Agreement, the Bidder shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavours to secure that:

- a) No person acting on behalf of the Bidder or the Bidder himself divulges or uses any such information except as may be necessary in the course of marketing of BSNL Services as mentioned in Annexure and

- b) No person seeks such information other than is necessary for the purpose of marketing of BSNL Services as mentioned in Annexure.

Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

- a) The Bidder shall take necessary steps to ensure that the Bidder himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.
- b) The Bidder shall, prior to commencement of this agreement, confirm in writing to BSNL that The Bidder has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- c) This clause shall survive the termination or expiry of this Agreement.

**13. Tax deducted at source:** Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST Regulations, any law or any regulation.

**14. Reverse Charge liability :**

- a) Domestic procurement: Wherever domestic reverse charge is applicable on BSNL under GST Act. no. tax shall be charged by supplier on invoice. It shall be the liability of BSNL to pay tax under reverse charge mechanism.
- b) Unregistered supplier: It is specially agreed between the parties that where the supplier is not registered under GST Act. It shall be the responsibility of BSNL to discharge liability under reverse charge mechanism. It is further agreed that supplier shall not charge tax on invoice.

**15. GST Invoice :**

- a) It shall be the responsibility of supplier to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by supplier. Further all invoices should be sent to BSNL promptly.
- b) Further the supplier is required to comply following requirements w.r.to issuance of invoice:
- (i) All the details of supplier (name, address, GST IN/ unregistered vendor, place of supply, SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- (ii) Invoice / DN/ CN need to be issued timely within the time prescribed under GST law.
- (iii) in case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment:
- (iv) it would be the responsibility of the supplier to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. in case, the eligibility if input tax credit is questioned or denied to BSNL on account of default by the supplier , the same would be recovered by BSNL from the supplier.
- (v) Registered location of the both parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoice at the registered premises of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise:
- (vi) It shall be responsibility of supplier to raise invoice within the prescribed timelines.
- (vii) E-way bill number should be mentioned in the invoice.

**16. GST Invoice and Compliances :**

16.1 All the details of Service Provider (name, address, GSTIN/ unregistered Service Provider, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

16.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

- 16.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the Service Provider to issue credit note and take tax adjustment.
- 16.4 It would be the responsibility of the Service Provider to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the Service Provider, the same would be recovered by BSNL from the Service Provider.
- 16.5 Registered location of the both the parties i.e. BSNL and Service Provider should be mentioned in the agreement with GSTIN No. Further, Service Provider should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 16.6 BSNL could at any time instruct the Service Provider to raise its invoices at a particular location of BSNL
- 16.7 It is the responsibility of the Service Provider to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the Service Provider shall intimate to BSNL and give adequate time before raising of the invoice.
- 16.8 E-waybill number should be mentioned on the invoices.
- 16.9 Service Provider shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- a) It is the responsibility of the Service Provider to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by Service Provider.
- b) Reporting of correct outward supply by Service Provider in the outward return (GSTR-1) is the responsibility of the Service Provider. In case of mismatch because of Service Provider's fault, prompt amendments must be made by the Service Provider else Service Provider would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by Service Provider includes (but is not limited to) the following:
- (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
- (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by Service Provider for capturing information on the invoice.
- (iii) Service Provider needs to pay the entire self-assessed tax on timely basis.
- (iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by Service Provider then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by Service Provider. Such changes w.r.t. the mismatch are required to be accepted by Service Provider within the time limit prescribed under the GST law. It should be noted that in case Service Provider does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the Service Provider. In case of mismatch because of Service Provider's fault, prompt amendments must be made by the Service Provider else Service Provider would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
- (v) Service Provider to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the Service Provider would be recovered from the Service Provider.
- (vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case Service Provider gets black listed during the tenure of BSNL contract, then Service Provider must indemnify BSNL so ensure that no loss of input tax credit is borne by BSNL due to default of Service Provider.
- 16.10 All the details of Service Provider (name, address, GSTN/ unregistered Service Provider, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

- 16.11 Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 16.12 It shall be the responsibility of the Service Provider to mention State of place of supply of goods/services in the invoice issued to BSNL.
- 17. Composition scheme:** Where the supplier is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of purchase order. Supplier shall not levy or impose taxes under GST on invoices.
- 18. Debit Note:**
- a) The supplier acknowledge and agrees to issue appropriate debit note/credit note as prescribed under GST Act and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit.
  - b) Further it shall be the responsibility of supplier to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made of the date of furnishing of the relevant annual return, whichever is earlier.
  - c) BSNL reserves the right to indemnified for the credit loss by supplier in case of BSNL is unable to claim the input tax credit for any non-compliance of default of due to lack of diligence on the part of the supplier.
- 19. Miscellaneous:**
- a) Supplier agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR-1 along with the information of input credit to be claimed by BSNL in such month:
  - b) It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed within 30<sup>th</sup> September following the end of relevant financial year.

## 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 deposited by us will stand forfeited to the BSNL.

b) **The tenderer 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. 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
3. 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 Tenderer

Name of Tenderer .....  
(Along with date & Seal)

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#### 6 (B) – NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 34 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

#### **DECLARATION FORMAT FOR NON EMPLOYMENT OF RELATIVE IN BSNL**

#### ***(DECLARATION TO BE GIVEN BY VENDOR)***

The format of the certificate to be given is "*I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the Tender document is/are employed in BSNL unit as per details given in TENDER document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.*"

Name of the vendor: \_\_\_\_\_

Signature of the bidder  
With date and seal

## SECTION- 7

### PROFORMAS

#### 7(A)PROFORMA FOR THE BID SECURITY/ 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 AGM(NWP), BSNL, O/o the GM, BSNL RAIPUR BA, (Hereafter referred to as BSNL) for participation in the tender of work of ..... 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:

1. 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".
2. 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.
3. 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.
4. 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.

- 5. 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.
- (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.
- 6. *In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"THE AO (CASH), BSNL BA RAIPUR"** payable at RAIPUR.*
- 7. *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(B) FOR THE PERFORMANCE GUARANTEE

(To be typed on Rs.100/- non-judicial stamp paper)      Dated:.....

### **Sub: Performance guarantee.**

Whereas A.G.M. (NWP), BSNL, O/o the GM BA BSNL RAIPUR with Registered Office at **Bharat Sanchar Bhavan, H. C. Mathur Lane, Janpath New Delhi- 110001** (Hereafter referred to as BSNL) has issued an AWO no. .... Dt. .../.../.... awarding the work of ..... to M/s ..... having registered office at ..... (Hereafter referred to as "Bidder") and BSNL has asked him to submit a Performance Guarantee in favour of A.G.M. (NWP), BSNL, O/o the GM, BSNL RAIPUR TD, RAIPUR of Rs. .... (Hereafter referred to as "P.G. Amount") valid up to .... / ..... / 20.... (Here after known as the "Validity date").

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:

1. 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.
2. 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.
3. 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.
4. 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 forbear to enforce any of the terms 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.
5. 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.
6. *In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "THE AO (CASH), BSNL RAIPUR" payable at RAIPUR.*
7. *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 (C) 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) in the Meeting Room, O/o .....

We hereby authorize the following person, whose signatures are attested below, to attend the bid opening for the TENDER mentioned above on our behalf.

Order of preference	Name	Specimen signature	Contact No.
I			
II (Alternate Representative)			

Above Signatures Attested:

Signature of bidder-----

Or

Officer authorised to sign the bid

Documents on behalf of the bidder. -----

**Note: -**

- (i) Only one representative will be permitted to attend the Bid opening
- (ii) Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

\*\*\*\*\*

**7 (D) PROFORMA OF POWER OF ATTORNEY**

**(Refer Clause 14.3 of Section-4 Part-A)**

**Non-Judicial Stamp**

**POWER OF ATTORNEY**

Be it known all to whom it concern that:-

1. Shri/Smt./Ku \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ residing at \_\_\_\_\_
2. Shri/Smt./Ku \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ residing at \_\_\_\_\_
3. Shri/Smt./Ku \_\_\_\_\_ S/o / W/o / D/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_  
\_\_\_\_\_ ( Name & Address) hereby appoint  
Shri/Smt./Ku. \_\_\_\_\_ s/o / w/o / d/o \_\_\_\_\_ residing at  
\_\_\_\_\_ as my/our Attorney to act in my/our name and on behalf and  
sign and execute all documents/agreements binding the firm for all contractual obligations  
(including references of cases to arbitration) arising out of contracts to be entered into by the  
firm with the GM,BSNL, RAIPUR Telecom BA, RAIPUR -01 in connection with their Tender  
Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ for the supply of  
\_\_\_\_\_ due for opening on \_\_\_\_\_.

In short, he is fully authorized to do all, each and everything requisite for the above purpose  
concerning M/s \_\_\_\_\_. And I/We hereby agree to confirm and  
ratify his all and every act of this or any documents executed by my/our said Attorney within the  
scope of the authority hereby conferred on him including references of cases to arbitration and  
the same shall be binding on me/us and my/our firm as if the same were executed by me/us  
individually or jointly.

Witness (with Address)

Signature of the Proprietor/Partners/Directors

1) Name \_\_\_\_\_  
Sign. \_\_\_\_\_  
(Address \_\_\_\_\_)

1) Name: \_\_\_\_\_  
Sign. \_\_\_\_\_

2) Name \_\_\_\_\_  
Sign. \_\_\_\_\_  
(Address \_\_\_\_\_)

2) Name: \_\_\_\_\_  
Sign. \_\_\_\_\_

3) Name \_\_\_\_\_  
Sign. \_\_\_\_\_  
(Address \_\_\_\_\_)

3) Name: \_\_\_\_\_  
Sign. \_\_\_\_\_

Accepted

(Name & Signature of Signatory of Tender Offer of the firm)

(with Designation, Address, Phone No., Mobile No. & Email)

ATTESTED

Notary Public

(Signature with Official Seal )

**OR**

REGISTERED

Before

( SUB – REGISTRAR ) ..... (of concerned State)

Signature with Official Seal

***(Note :-Kindly refer Clause 14.3 of Section-4 Part-A for compliance as mentioned as :-***

- (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be EITHER attested by a Notary Public OR registered before Sub-Registrar of the states(s) concerned.***
- (ii) The said 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 .Copy of the Board Resolution / authorization shall also be submitted along with POA***
- (iii) 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.)***

\*\*\*\*\*

## **7 (E) Mutual Non-Disclosure Agreements (NDA)(On Rs.100/- Non-Judicial Stamp paper)**

This Agreement is made as of the .....2021 between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise,, having its registered office at Bharat Sanchar Bhawan, H. C. Mathur Lane, Janpath, New Delhi – 110 001 hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ..... a company incorporated under the Indian Companies Act, 1956 and having its registered office at ..... herein after called "....." which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of the particular project as specified in Exhibit A (the "Business Purpose"), BSNL and M/s ..... recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows :

This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and or technical information and the copies and derivatives containing such information that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

- 1) M/s .....and BSNL hereby agreed at during the Confidentiality Period:
  - (a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree or care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information , and shall grant access to Information only to its employees who have a need to know , but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party, may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and identify the disclosing party for any breach of those obligations.
  - (b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of providing the contents of the Information.
- 2) The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
  - a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions;  
or
  - b) has become generally available to the public without breach of confidentiality obligations of the receiving party;

- or
- c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure;
- or
- d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided; however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order;
- or
- e) is disclosed with the prior consent of the disclosing party;
- or
- f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
- 3) Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions and disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- 4) Upon the disclosing party's request, the receiving party will promptly return to the disclosing party's Confidential Information all copies thereof.
- 5) Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
- 6) Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.
- 7) As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
- 8) Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
- 9) This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
- 10) That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chief General Manager, Chhattisgarh Telecom Circle (CGM MHTC) or any other person appointed by him. That the award of the arbitrator shall be

final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chief General Manager, Chhattisgarh Telecom Circle(CGM MHTC) shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ..... will have No Objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of any rules made thereof.

- 11) This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with
- 12) respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
- 13) This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/s .....	BHARAT SANCHAR NIGAM LIMITED
Signature _____	Signature _____
Printed Name :	Printed Name :
Title :	Title :

Signature of Bidder

**Exhibit A to Non Disclosure Agreement (NDA)**

- 1) Business Purpose: **E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6 UNDER RAIPUR BA.**
- 2) Confidential information of M/s .....
- 3) Confidential information of Bharat Sanchar Nigam Ltd. (BSNL) :  
All information shared in oral or in written form by BSNL with M/s .....

Number of subscriptions, consumption pattern etc.

M/s ..... **Signature of bidder**



**7 (F) Information Sheet for JV Partners /Consortium**

Each member of a JV/CONSORTIUM must fill in this form

Tenderers Legal Name: \_\_\_\_\_

JV/CONSORTIUM Partners legal name: \_\_\_\_\_

JV/CONSORTIUM Partners year of constitution: \_\_\_\_\_

JV/CONSORTIUM Partners legal address in country of constitution: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

JV/CONSORTIUM 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

Note:

- (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/Consortium, attach an attested photocopy of Agreement indicating inter-alia distribution of responsibilities among the members / constituents.

**7(G) PROFORMA OF "STATEMENT OF CLAUSE BY CLAUSE COMPLIANCE" / "STATEMENT OF DEVIATIONS"**

*(TO BE SUBMITTED ON THE ORGANISATION'S/COMPANY'S LETTERHEAD)*

To,

Asst. General Manager (NWP),  
O/o GM , RAIPUR BA,  
RAIPUR -492001.

Sub:- Clause-by-Clause compliance/Statement of Deviations

Ref:- Your Tender No. \_\_\_\_\_

In accordance with Clause 11.2 (c) of Section-4 Part-A of the above referred Tender document it is to state that –

1. We, \_\_\_\_\_ (name of Organisation/Company) have read and understood all the terms and conditions of the above Tender. We accept all the Terms & conditions of the Tender under reference including/and in particular, all the technical specifications mentioned in Section-3 Part-A & Part B: Schedule Of Requirements & Specifications (SOR) & commercial specifications mentioned in Section-5 Part-A: General (Commercial) Conditions Of Contract and Section-5 Part-B Special (Commercial) Conditions Of Contract, unconditionally.
2. We also affirm that there will be no deviations in any of the Technical Specifications and Commercial Conditions of the above Tender.

Dated: ..... day of ..... 20...

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

In the capacity of : \_\_\_\_\_

Duly authorized to sign the bid for and on  
behalf of : \_\_\_\_\_

**7(H) EXPERIENCE CERTIFICATE**  
**(On Client's Letter head)**  
**Experience Certificate**

It is hereby certified that M/s ..... has worked with us for OFC maintenance, which included following responsibilities as per the details of the contract as given below.

- (1) Name of the Telecom Service / Infrastructure Provider : \_\_\_\_\_  
 (2) Name of Telecom Circle : \_\_\_\_\_  
 (3) Details of contract:

Type of Work & Responsibilities	No. of Route Kms.	Period of Contract	Amount of contract	Remarks

4) Overall performance assessment: \_\_\_\_\_

Signature of the Authorised Person.

Name / Email / Mobile Number

**Note: -**

- (a) The work completion certificate/work experience certificate strictly as per the given format should be furnished along with details of full address, contact land line phone/Cell number, Fax, Official Email address etc., of the issuing authority in the Letter Pad of the department/company where the work was executed
- (b) In case of work experience related to BSNL/MTNL, the certificate shall be issued by an officer not below the rank of DGM or equivalent. For other licensed TSP/ Telecom Infrastructure Provider, it shall be issued by an officer of the rank of CTO/COO/VP level officer or any other officer authorized by them.
- (c) Experience certificates shall be as per clause 4.4 of Section 1 Part A.
- (d) Experience certificate shall be supported by corresponding Agreement / Purchase Order Copies.

**7(I) AGREEMENT OF CONTRACT**

**(on Rs.100/- Non-Judicial Stamp paper)**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_(Year) to be effective from \_\_\_\_\_ between

M/s. Bharat Sanchar Nigam Limited a company registered under the Companies Act 1956 having license to provide all types of services of Telegraph and having its registered office at Bharat Sanchar Bhavan, Janpath, New Delhi – 110 001 (hereinafter called "BSNL" which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns)

**AND**

M/s \_\_\_\_\_ a company registered under \_\_\_\_\_ having license to provide all types of services of \_\_\_\_\_and having its registered office at \_\_\_\_\_

(hereinafter called Contractor which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

WHEREAS, BSNL has placed Advance Work Order on the Contractor vide No. \_\_\_\_\_ dated \_\_\_\_\_ for SLA based comprehensive Maintenance of Optical Fiber cable (OFC) in RAIPUR BA of BSNL, Chhattisgarh Telecom Circle against tender No. ....WHEREAS the Contractor has made the offer to duly comply with all the provisions of the bid document for Maintenance of Optical Fiber cable in Rural area of RAIPUR BSNL BA , after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by BSNL on the terms and conditions mentioned hereafter and after ascertaining that the Contractor is fully capable of complying with the aforesaid terms of the Bid Document.

All other terms & conditions as contained in bid document TENDER. NO. ....shall form the integral part of this contract & are to be complied with.

**IN WITNESS WHERE OF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.**

Signed \_\_\_\_\_ Signed \_\_\_\_\_

For and on behalf of the BSNL For and on behalf of the Contractor

Name (caps) \_\_\_\_\_ Name (caps) \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

In the presence of Witnesses:-

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

In the presence of Witnesses:-

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**7(J) MATERIAL SECURITY**  
**(on Rs. 100/- Non-Judicial Stamp Paper)**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_(Year) to be effective from \_\_\_\_\_ between M/s. Bharat Sanchar Nigam Limited a company registered under the Companies Act 1956 having license to provide all types of services of Telegraph and having its registered office at Bharat Sanchar Bhavan, Janpath, New Delhi – 110 001 (hereinafter called "BSNL" which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns)

**AND**

M/s \_\_\_\_\_ a company registered under \_\_\_\_\_ having license to provide all types of services of \_\_\_\_\_ and having its registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called Contractor which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART.

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 Witness

Signature of the bank

Name of Witness

Address of Witness

## SECTION - 8

### Bidder's Profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire  
(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1) Name of the Individual/ Firm: .....

2) Present Correspondence

Address:.....

.....

.....

Telephone No. .... Mobile No. .... FAX No.

.....

3) Address of place of Works .....

.....

.....

.....

Telephone No. .... Mobile No. ....

4) State the Type of Firm: Sole proprietorship/partnership firm/Private limited Company(Tick the correct choice)

5) Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name in full (with surname, father/ husband's name, etc.)	Email ID& Contact Nos. (mobile)	Designation	Complete Address	DIN No. (for all Directors)	Phone No.	
						Office	Residence
1.							
2.							
3.							

6) Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....

.....

7) Details of the Bidder's Bank for effecting e-payments:

(a) Name of the A/C Holder .....

(b) Beneficiary account No.:.....

(c) Saving or Current Account .....

- (d) IFSC code of beneficiary Branch.....
- (e) Permanent Account No. (PAN) of Firm/Company : .....
- (f) Beneficiary Bank Name:.....
- (g) Beneficiary branch Name:.....
- (h) Branch Address .....
- (i) Branch Tel.No. .... FAX No. ....
- (j) Branch Serial No. (MICR No.):.....
- (k) Tax details (CST & VAT) Registration No.....
- 8) GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.  
 GSTN 1.....  
 GSTN 2.....  
 GSTN 3..... ,and so on
- 9) Whether the firm has Office/ works in Chhattisgarh? If so state its Address.

.....  
 .....

**B) Questionnaire**

- 1) Do you think any other detail/ material is required to complete the work specified in the specification? **Yes/No.**

If Yes, Give details.....  
 .....

- 2) Do you think any other item of work need be included in TENDER form to complete the work specified in the specification? **Yes/ No.**

If Yes, Give details.....

Suggestion for improvement of this tender document.

.....  
 .....

Place.....

Date .....

Signature of contractor .....

Name of Contractor .....

# SECTION - 9 PART-A

## BID FORM

To

From: -

.....

.....

<complete address of the purchaser>

<complete address of the Bidder>

.....

.....

.....

.....

Bidder's Reference No:.....Dated.....

**Ref:** Your Tender Enquiry (Tender) No CGRYP-PLG/41(11)/32/2021-PLG RYP Dt: 13/10/2021

TABLE

ZONE	AREA	APPLIED/NOT APPLIED
ZONE 1	SDOT RAJNANDGAON, DONGARGARH,KHAIRAGARH	
ZONE 2	SDOT BALOD	
ZONE 3	SDOT BEMETRA ,KAWARHA	
ZONE 4	SDOT DONGARGAON	
ZONE 5	SDE TX DURG RURAL A	
ZONE6	SDE TX DURG RURAL B	

- 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 supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum 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 @ 3% 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 delivery schedule specified in the Section-2 (Tender Information).
- 7) Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance (LOI) thereof in your notification of award shall constitute a binding contract between us.
- 8) We have read and understood all technical, general & commercial conditions of this bid document and accept to comply them unconditionally.
- 9) We are not under any penal action of black listing and / or barred from participating in TENDER by any BSNL unit or any other Govt. /Semi Govt. /Autonomous body/PSU.



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 .....

## SECTION - 9 PART- B

### PRICE SCHEDULE

[FOR DETAILS PLEASE REFER TO THE BOQ.XLS FILE UPLOADED ON EPROCURE.GOV.IN WEBSITE]

(Note: - Please read all the instruction and Terms & Conditions before filling this form)

From,

.....

.....

**Sub: - E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6 UNDER RAIPUR BA**

NIT Ref. No CGRYP-PLG/41(11)/32/2021-PLG RYP Dt: 13/10/2021

With reference to your tender Notice No. referred above, I / We hereby offer my / our tender for

**"E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6 UNDER RAIPUR BA"** in full compliance to the terms and condition of the NIT referred above.

The Price quoted in the enclosed Price Schedule shall include all taxes / levies / duties, but exclusive of GST.

If this tender is accepted either fully or in part, I/We hereby agree to abide by and fulfil all the Terms & Conditions of the contract and enter into prescribed agreement within one week or being called upon to do so bearing all expenses in connection therewith including charges for stamps etc, if any, and agreement will be binding on me/us. I/We have read the Terms and Conditions mentioned in the document and agree to abide by all conditions and terms laid down therein.

Yours Faithfully,

**Place:**

**Signature:**

**Date:**

**Name & Full Address:**

## STANDARD SCHEDULE OF RATES FOR O.F.CABLE CONSTRUCTION WORKS

**Name of Tender - E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6 UNDER RAIPUR BA**

**Tender No . CGRYP-PLG/41(11)/32/2021-PLG RYP Dt: 13/10/2021**

### **A. Maintenance of OFC: Rs. 521.00 per km per month**

**Note : (a)** Wherever more than one OFC is available along the road on same side of the road & maintained by contractor an additional amount of 7% of total expenditure per km will be provided to contractor.

**(b)** Wherever more than one OFC is available along the road on opposite side of the road & maintained by contractor an additional amount of 15 % of total expenditure per km will be provided to contractor.

### **B. IMPROVEMENT WORKS**

Sr.No.	Description of item	Unit	Rate In Rs
1	Excavating trenches up to a depth of 165 cms and back filling the excavated trenches after laying the PLB pipe with or without protection.		
(a)	X (Soft Soil / Non Rocky Soil)	Per Running meter	114
(b)	Y (Rocky-soft Rocky)		210
(c)	Z (Rocky-Hard Rocky)		469
2	Laying of PLB Pipe coupled with sockets (laying PLB pipe coils of any length including the fixing of couplers)	Per meter	5.175
3	Horizontal Boring at a depth of 1.65 mtrs. for crossing Road/Railway track inserting 65/40 dia G.I. Pipes and pushing PLB pipe inside.	Per meter	518.42
4	Laying and fixing of G.I. Pipes in trenches with PLB Pipe inside (Laying and fixing of G.I.PLB Pipes of any size and pushing of PLB pipe/Pipes in trenches including the tightening of GI Couplers.	Per meter	12.08
5	Laying & fixing of GI Pipes on bridges and Culverts with PLB inside (Laying of GI Pipe & pushing PLB pipe inside laying GI Pipe of any size on bridges and Culverts including the fixing & tightening of GI couplers)	Per meter	31.05
6	Laying Fixing and sealing of full round RCC pipes in trenches with PLB pipe inside (Laying RCC pipes of any size Fixing & Fitting of RCC collars )	Per meter	20.7
7	Providing concrete Protection at Site to PLB/G.I./DWC. Pipes reinforced by Weld Mesh RCC 1:2:4 as per specification given in tender document.	Per Cu. meter	6741
8	Providing retaining wall at required places as per specification	Per Cu. meter	2563
9	Splicing and termination of Optical Fiber Cable		
(a)	Up to 48F	Per joint/ termination	4730
(b)	Up to 96 F		6622
(c)	Up to 288 F		7946
10	Digging of pit for jointing chamber, construction of brick Chamber and filling of brick chamber with clean sand, supply and placing of Pre-cast RCC Slabs on brick chamber, and back filling of jointing pit.	Per jointing chamber	4950
11	Digging of pit for jointing chamber, Fixing of Pre-cast RCC chamber, filling of joint chamber with clean sand,Supply and placing of pre-caste RCC slabs on joint chamber, and backfilling of jointing pit.	Per jointing chamber	1650

12	Digging of pit 1 meter towards jungle side on each manhole/joint chamber for fixing of route/joint indicator with base concreting as per specification, painting and sign writing of route/joint indicators.	Per Indicator	330
13	Clamping of PLB pipe inside GI/DWC Pipes along bridges/ culvert (Specifications will be provided by BSNL)		
(a)	Clamping which requires drilling of holes along the retention wall	Per clamp	110
(b)	Clamping which does not requires drilling of holes along the retention wall	Per clamp	34.5
14	Laying of 63/50 mm DWC pipe with PLB pipe inside	Per meter	8.25
15	Laying of DWC pipes bigger size than 63/50 mm with PLB pipe inside	Per meter	10.35
16	Laying half round pipes around (top and bottom ) of PLB pipes	Per meter	6.61
17	Documentation (6 copies of documents for each route/section = one set) along with CD (soft copy)	Per set/ per section	4500
18	Recovery empty cable drum	Per drum	495
19	Supply of Ferro cement joint box set	Per set	3960
20	Supply of RCC Route/Joint indicator with installation	Per indicator	396
21	Cable Pulling Work / Cable Blowing/ De- Blowing (Opening of Manholes, Pulling of O.F. Cable, Sealing of PLB pipes in Manholes by Rubber Bushes and providing PLB/RCC Split Pipes in manholes / Back filing of Manholes.		
(a)	Up to 48 OF Cable	Per running meter	12.94
(b)	96 F OF Cable		16.17
(c)	288 F OF Cable		19.4
22	Sub- ducting in 110 mm pre laid duct with 3 Nos. of 40 mm PLB pipe, dewatering of Manholes, Cleaning of pre laid 110 mm pipe by rotating mandrill, closing the opening of Manholes properly, Sealing of ends of PLB ducts by sealing plugs and replacing existing PP Ropes for ensuring smooth passage for pulling OF Cable.	Per meter	8.25
23	Fabrication and fixing with drilling of MS Clamps made out of flat/angles with necessary nuts/bolts/washers and associated accessories, duly painted with genuine paint over Red oxide, as per required specification and suitable design for fixing pipe along the parapet of Bridges/Culverts and supply at site.	Per KG.	132
24	FRP Man Hole installation work : Excavation of FRP manhole pit (1.5mx1.5mx1.5m)providing 6 inch in thick 1:2:4 Cement concrete base installation of FRP Manhole and refilling of pit up to road level with concreting .	per man hole	5445
25	Laying of PLB Duct by Horizontal Directional Drilling (HDD) Method		
(a)	Horizontal Directional Drilling (HDD) Method and inserting maximum 3 PLB Ducts	Per Meter	370.7
(b)	Horizontal Directional Drilling (HDD) Method and inserting maximum 6 PLB Ducts	Per Meter	410.3
26	Supply of SJC (QA Approved/ISI)	Per unit incl GST	1000.00

**Note:-**For route restoration work, work order may also be given on through rate arrived on the basis of SOR on actual survey and sanction of estimate for same in any particular section of OFC route.

## FINANCIAL BID

THIS BID SHOULD BE FILLED & SUBMITTED ONLINE ONLY)  
(THIS IS GIVEN ONLY FOR THE PURPOSE OF QUANTITY & CONDITIONS ONLY)

NIT NO . CGRYP-PLG/41(11)/32/2021-PLG RYP Dt: 13/10/2021

### FINANCIAL BID FOR ZONE.....

#### **RATES TO BE OFFERED FOR "E-TENDER FOR SLA BASED OFC MAINTENANCE DURG OA RURAL AREA ZONE-1 TO ZONE-6 UNDER RAIPUR BA"**

To

The AGM (NWP)  
O/o GM BA RAIPUR

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the under signed offer to execute the Optical fiber cable SLA maintenance and OFC improvement works conditions of contract at the percentage (below/at par/ above) on against standard schedule rates quoted as above:

S.No.	I/We hereby quote
1	<input type="checkbox"/> Below in figure.....% In Words.....%. <input type="checkbox"/> At Par(neither above nor below) <input type="checkbox"/> Above in figure.....%In Words.....%.

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.

I/ We have read carefully the terms and conditions, technical aspects / matter guidance in connection with this tender and accept all terms and conditions etc and assured that I/We have the capacity / capability to comply the order within specified time.

I/ We hereby quote my / our rates for different items of work of OFC Maintenance Work and in case I/we am/ are not able to carry out the work as per the terms and conditions of tender my/ our EMD /Security Deposit may be forfeited.

I agree with all the terms and conditions of the tender and would be abide by all these.

Dated:

Signature of tenderer .....  
 For or on behalf of: .....  
 (Name of the firm: .....  
 Address .....  
 Phone No. .... FAX No. ....

Seal / Stamp of the firm

### CHECKLIST

1	The Bidder shall be a company registered in India under the companies Act 1956/ 2013 or a partnership firm/proprietorship firm registered in India.
2	Average Annual financial turnover (to be submitted along with balance Sheet certified by CA) during of last 3 years i.e. 2017-18, 2018-19, 2019-20 OR 2020-21 should be at least 30% of the annual estimated cost. Audited Annual Financial Reports in support of this is to be enclosed along with the bid to substantiate eligibility in this regard.
3	Certified copy of Solvency Certificate from the nationalized/ scheduled bank of the bidder for 30% of the estimated tender cost for BA has to be submitted. The Solvency Certificate <b>should not be older than one year from the date of issue of this Tender (DNIT)</b> .
4	<b>Income tax return for the last 3 years i.e. assessment year 2017-18, 2018-19, 2019-20 OR 2020-21 along with the annual turnover certificate and Profit &amp; Loss statements for these years.</b>
5	EMD – As per Section-1,Part A
6	Cost of the Tender documents i.e. Tender fee as per Section-1, Part A.
7	Self attested copy of PAN Card .
8	Valid proof of office Address in Chhattisgarh Telecom Circle as per Section-1, Part A .
9	Clause by clause compliance OR Statement of deviation as per format given at Annexure-7(G)
10	Bidder's Profile & Questionnaire duly filled & signed as per Section 8.
11	"Undertaking & declaration" duly filled & signed in Section 6 (A) .
12	Tender /Bid Form as per Section 9 Part A.
13	List of employed skilled technical personnel and/or Undertaking from Bidder regarding employment of skilled technical personnel.
14	Documentary proof of valid GST registration.
15	Self-declaration along with the evidence, that Bidder is not black-listed by GST authorities.
16	List of all GST registration numbers to BSNL, where supplier holds multiple valid GST numbers, <b>if applicable</b> . (To be mentioned/attached separately in Bidder's Profile & Questionnaire).
17	Certificate of Incorporation, if applicable.
18	Article or Memorandum of Association or Partnership deed or proof of sole Proprietorship; viz. Shop & Estt. Act License, as the case may be.
19	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile nos., Email Id & telephone numbers of office and residence
20	Documentary proof in respect of valid certificate from MSME for tendered item/work (if applicable).
21	Undertaking with respect as per clause 4.7 Section-1 Part-A(that the Bidder is NOT a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India).
22	EPF/ESI Registration Certificate along with latest EPF/ESI payment certificate.
23	Power of Attorney in accordance with clause 14.3 (a) of Section-4 Part-A and authorization for executing the power of Attorney as per clause 14.3 (b) & (c) of Section-4 Part-A.
24	Power of Attorney (POA) in accordance with clause 14.3(e) of Section - 4 Part-A in favour of DSC <b>(if applicable)</b> . The "Power of Attorney" shall not be older than the date of issue of NIT. <b>(Offline as well as Online)</b>
25	Attestation of specimen signature of authorized signatory by company's Banker as per clause 14.3(d) of Section-4 Part A of tender (to be submitted by all Bidders including proprietorship, partnership, joint ventures, companies, etc.)
26	<b>Experience certificate as per Clause No. 4.4 Section-1 Part-A in format at Annexure-7(H).</b>
27	Non relationship certificate as per clause 34 of Section-4 Part-A.
28	Crossed cancelled cheque.
29	The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.