



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM.,
U.P.(EAST) CIRCLE, 3rd FLOOR, DOOR SANCHAR SADAN, LAPLACE,
SHAHNAJAF ROAD, LUCKNOW-226001.

E-TENDER DOCUMENT

TENDER NO: UPE/MM/SLA Based OFC Mtce./BA GKP/OA wise/2024-25

Dated: 05-09-2024

Bid Document for

Tender for SLA Based Comprehensive Maintenance of Optical Fiber Cable and its associated work as defined in Scope of work in different OAs of Gorakhpur BA under Uttar Pradesh East Telecom circle.

DATE OF ISSUE : 05-09-2024
LAST DATE OF BID SUBMISSION : 26-09-2024 (1200 Hrs.)
DATE OF OPENING : 27-09-2024 (1200 Hrs.)
VALIDITY OF OFFER : 150 DAYS (From the Date of Opening of Bid)
VALIDITY OF BID SECURITY : 180 DAYS (From the Date of Opening of Bid)
COST OF TENDER DOCUMENT : 1,180/-
TENDER ESTIMATED COST : As per DNIT
EMD/BID SECURITY : As per DNIT
E-TENDER WEBSITE : <https://etenders.gov.in/e procure/app>

Tentative Pre-bid meeting in the Chamber of DGM(NWP-CFA) at Door Sanchar Sadan Laplace, Shahnajaf Road Lucknow-226001, scheduled on 11-09-2024 at 1200 Hrs and same can be attended in online mode by requesting link/id on email id: agmmm3upe@gmail.com

Note: Bidders are advised to see the Central Public Procurement portal (<https://etenders.gov.in/e procure/app>) by NIC, Central Public Procurement Portal till the date of opening of Tender for any amendment/clarification/corrigendum and the bids are to be submitted online on Central Public Procurement Portal.

AGM(MM-III),
MM Cell,
O/o Chief General Manager Telecom
U.P.(EAST) Circle, 3rd Floor, Door Sanchar Sadan, Laplace,
Shahnajaf Road, Lucknow-226001.



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(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM.,
U.P.(EAST) CIRCLE, 3rd FLOOR, DOOR SANCHAR SADAN, LAPLACE,
SHAHNAJAF ROAD, LUCKNOW-226001.

From:
AGM (MM-III)
BSNL, O/o CGMT,
U.P.(East) Telecom Circle,
3rd Floor, Door Sanchar Sadan,
Laplace, Shahnajaf Road,
Lucknow-226001.

To,
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TENDER NO. UPE/MM/SLA Based OFC Mtce./BA GKP/OA wise/2024-25

Dated: 05.09.2024

Subject: Tender for SLABasedComprehensiveMaintenanceofOpticalFibercableand its associated works as defined in Scope ofwork in different OAs of Gorakhpur BA under Uttar Pradesh East Telecom circle.

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

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4. Part A	General Instructions to Bidders(GIB)	37-56
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If interested, kindly submit your bid offers online through CPPP e-tender portal (<https://etenders.gov.in/eprocure/app>) on or before date & time specified in clause 6 of detailed NIT.

Asst. General Manager (MM-III)

SECTION-1 PART A

DETAILED NOTICE INVITING TENDER (DNIT)



BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM.,
U.P.(EAST) CIRCLE, 3rd FLOOR, DOOR SANCHAR SADAN, LAPLACE,
SHAHNAJAF ROAD, LUCKNOW-226001.

Digitally sealed Tender are invited for and **on the behalf of BHARAT SANCHAR NIGAM LIMITED** by Chief General Manager UP(East) Telecom Circle, for “Tender for SLA Based Comprehensive Maintenance of Optical Fiber cable and its associated works in different OAs of Gorakhpur BA under Uttar Pradesh East Telecom circle as defined in Scope of work in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of BSNL , for the following works:

Sl. No.	Zone/ Packages	Operational Area of Gorakhpur BA	Total Route length in Km	Item/Work	Estimated cost (all inclusive)	EMD @ 2% of Estimated cost
1	Package-I	Azamgarh OA & Mau OA	555.42	SLABased Comprehensive Maintenanceof OpticalFibercable& its associated works in different OAs of Gorakhpur BA under UP (East) Circle	31,45,899 /-	63,000 /-
2	Package-II	Deoria OA & Ballia OA	551.41		31,23,186 /-	62,500 /-
3	Package-III	Gorakhpur OA & Basti OA	615.17		34,84,323 /-	69,700 /-
TOTAL			1722.00		97,53,408 /-	1,95,200 /-

Note 1 Bidding & Evaluation of the tender will be on individual package basis for above estimated route Kms as per price offered in the financial bid. Any bidder may bid in one or more packages or even all the packages however tender award will be restricted to Two (02) Packages as per clause 4 of Section 4 Part B.

Note 2 The work will be awarded to the contractor in phased manner in the OA based on the availability of the budget and requirement based on OF cable network of BA as well as policy of BSNL. **The contractor has to deploy minimum one Fault Repair Team in each OA irrespective of route Km however if required more than one team may be deployed to maintain the SLA.** Tentative details of routes / sections of OFC works of each Package is available in Section 3 part-C.

Note 3 : The quantities stated are estimated and BSNL reserves the right to vary the quantity to the extent of $\pm 25\%$ of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 4 : MSE bidders are required to update their Udyam Registration on the CPP Portal, for availing the benefits on CPPP e-tender system under the Public Procurement Policy for MSE, such as 25% MSE Purchase preference and preference (non-elimination in e-RA, if H1 etc.) during e-RA (electronic reverse auction). It should broadly cover the **items/services** offered in tender. If a bidder does not update on CPPP, only he will be deprived of benefits to MSEs on CPPP system.

It may be noted that exemption will not be granted to MSE bidder if traded items/services are offered and exemption shall be considered only if the offered items/services are being manufactured/rendered by the MSE bidder themselves.

Note 5: Procurement under this tender would be in accordance with ‘Public procurement (Preference to Make in India) Order 2017’ notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products.”

1.0 Purchase of Tender Document: For e-bidding process, Tender document is to be downloaded by Bidders from Central Public Procurement portal i.e. <https://etenders.gov.in/eprocure/app> as a part of process of bid submission on Central Public Procurement portal.

1.1 The bidders downloading the tender document are required to submit the **tender fee of INR 1,180/-** (inclusive of GST@18%) through FDR/DD/ Banker’s cheque/ RTGS/NEFT along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

1.2 The FDR/DD/ banker’s cheque shall be drawn from any Nationalized/ Scheduled Bank only in favour of “AO (Claim), BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow-226001” **and payable at “Lucknow”**.

1.3 RTGS/NEFT may be done to Bank of Baroda A/c 31870200000363 with IFSC code: BARB0LDALUC in the name of AO CLAIM BSNL RTTC Lucknow. Bank transaction acknowledgement will be emailed on email id’s: aoclaimscgmt@gmail.com and agmmm3upe@gmail.com. The copy of the same may also uploaded on e-tender website.

2.0 MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by Micro and Small Enterprises. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of technical bid part, if exemption from tender fee is claimed. These exemptions are not applicable for Medium Scale Units.

3.0 Availability of Tender Document: The tender document shall be available for downloading from 05-09-2024 (18:00 Hrs) onwards up to 12:00 Hrs on 26-09-2024 on CPP portal.

3.1 BSNL has decided to use process of e-tendering for inviting this tender and thus the **physical copy of the tender document would not be available for sale.**

3.2 Sale of Tender Document: **Not Applicable.**

4.0 ELIGIBILITY CONDITIONS:

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

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(Proof documents – Valid Registration Certificate of ROC for Registered Companies/An affidavit for sole Proprietorship for Proprietorship firm /Registered Partnership deed for partnership firm)

4.2 Bidder’s must be Class-I Local supplier in pursuance to Department for Promotion of Industry and Internal Trade order no: P-45021/2/2017-PP (BE-II) dt 16/09/2020 and DOT letter no: 18-10/2017-IP dt 29.08.2018 with minimum local content 50% for tendered item. (Proof document- Self Certification as format Section-7(L) or Certificate as per clause 3.5(b) Section-4 Part B as the case may be)

- 4.3 **Complies the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 which are detailed in Appendix-1 to Section-1 Part A** (Proof document- Under taking as per Section 7 (G) else registration certificate issued by competent authority as per Appendix 1 of Section 1 Part A, as per applicability)
- 4.4 **The Bidder should have valid registration with the ESI Corporation under ESI Act and should have been allotted with a Code Number by the ESIC. (Proof documents - Valid registration certificate with code number from ESIC).**
- 4.5 The Bidder should have valid registration with the EPFO under EPF & Miscellaneous Provisions Act 1952 and should have been allotted Registration number (Proof documents- Valid registration certificate with code number from EPFO).
- 4.6 The Bidder should have valid Income Tax PAN and should be submitting IT returns for last year such as FY 2022-2023 or FY 2023-24 (Proof documents- copy of valid PAN card and IT return acknowledgement copy)
- 4.7 Valid Goods and Service Tax (GST) registration Certificate of the bidding Firm/Company with self-declaration on company letter head that bidder is not black listed by GST authorities and in case bidder gets blacklisted by GST authorities during the tenure of contract with BSNL, bidder indemnifies BSNL from any monetary loss caused due such blacklisting i.e. Loss of input credit claim etc and ensures that such loss will be paid to BSNL by the Service provider (Proof documents -Valid GST registration certificate number or exemption certificate with DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES in the format given in Section-7 (H) of Bid Document)
- 4.8 The Bidder shall have the package-wise **average annual turnover** of 30% of the estimated cost for that package of the tender in last three financial years (i.e. either 2020-21, 2021-22 & 2022-23 or 2021-22, 2022-23 and 2023-24).
- 4.8.1 In case the bid is submitted for **more than one package and upto two packages**, then the average annual turnover of the bidder in last three financial years (i.e. either 2020-21, 2021-22 & 2022-23 or 2021-22, 2022-23 and 2023-24) should be 30% of the total estimated cost of the packages for which bidder is participating.
- 4.8.2 In case the bid is submitted for **more than two Packages**, then the average annual turnover of the bidder in last three financial years (i.e. either 2020-21, 2021-22 & 2022-23 or 2021-22, 2022-23 and 2023-24) should be **30% of the total estimated cost of the two highest packages** among which the bidder is participating. (Proof documents- shall enclose the Annual turnover certificate issued by Chartered Accountant (CA) and Profit & Loss statement duly certified by the CA/company auditors.)
- 4.9 The Bidder(s) should not have been black-listed/debarred by Central/ State governments/UT/ PSUs at the time of submission of bid (Proof documents- Declaration by bidders Not de-bar/Blacklisted as per format of Section-7 (J))

4.10 **Experience: For participating in this tender, the tenderer should meet the following eligibility criteria:**

The tenderer who possess experience of having successfully completed the Optical Fiber Cable Construction /maintenance works in BSNL/MTNL/TCIL/ITI/Rites/HCL/ PGCIL/ Rail Tel/Private Telecom Service Provider/ any other Govt. (Central/ State) undertaking having mandate to carryout OFC construction work or the PSUs directly and also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender:

(i) For an amount equal to at least 90% of estimated cost of work put to tender from 01/04/2019 to the date of issue of this NIT (for last 5 years +).

OR

(ii) For an amount equal to at least 120% of estimated cost of work put to tender from 01/04/ 2017 to the date of issue of this NIT (for last 7 years +).

(Proof documents- Copy of relevant purchase/work order(s) along with successful completion certificate(s) / experience certificate(s) by service purchasing organization. Bidder is to submit SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT as per the Pro-forma given in Section-7D)

Note 6: A bidder may also use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover and/or experience eligibility criteria of the tender. However the maximum time period for claiming the credentials of original/parent entity, for meeting aforesaid eligibility requirements, shall be 5 years from date of demerger. A, requisite proof of demerger from original/parent entity shall have to be submitted to claim the credentials of original/parent entity.

Note 7: The bidder must have to submit labour license from labour department after signing the agreement /work order within 30 days if applicable.

5 Bid Security/EMD:

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

- (a) Demand Draft/ Banker's cheque drawn in favour of "AO (Claim), BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow" and payable at "Lucknow" either separately for each type of tendered item or total for all types of tendered items.
- b) Bank Guarantee/Fixed Deposit from a scheduled bank drawn in favour of "AO (Claim), BSNL, O/o CGMT U.P.(East) Telecom Circle, Hazratganj, Lucknow" which should be valid for 180 days from the tender opening date, either separately for each type of tendered item or total for all types of tendered items.
- c) Through RTGS/NEFT to Bank of Baroda A/c no: 31870200000363 with IFSC code. BARBOLDALUC in the name of AO CLAIM BSNL RTTC Lucknow either separately for each type of tendered item or total for all types of tendered items. Bank transaction acknowledgement will be emailed on email id's: aoclaimscgmt@gmail.com and agmmm3upe@gmail.com.
- d) Insurance Surety Bonds from Insurance Company registered under Insurance Act 1938 & its subsequent amendments, guidelines etc. notified by Government of India. Insurance Surety Bond should be valid for 180 days from the tender opening date, either separately for each type of tendered item or total for all types of tendered items.

A copy of DD/Banker's cheque /Bank Guarantee/ Bank transaction acknowledgement is to be uploaded in the e-tender portal and the original copy is to be submitted to MM Cell before the closing time of the tender as per instruction given in Section-2 of the bid document.

5.2 MSE (Micro & Small Enterprise) bidders are exempted from payment of Bid Security provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by Micro and Small Enterprises. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of technical bid part, if exemption from EMD is claimed. **These exemptions are not applicable for Medium Scale Units.**

6 Date & Time of Submission of Tender bids: on or before 26/09/2024 (1200 Hrs.).

Note 8: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will be automatically shifted to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7 Opening of Tender Bids: 27/09/2024 (on or after 1200 Hrs.)

Note 9: At the time of opening the bids, initially envelope containing offline documents of all bidder(s) will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidder(s) will be admitted who would have submitted required documents as offline submissions.

8 Place of opening of Tender bids:

Authorized representatives of bidders (i.e. vendor/organization) can attend the Tender Opening Event (TOE) in chamber of AGM (MM-III), BSNL, O/o CGMT, U.P.(East) Telecom Circle, 3rd Floor, Door Sanchar Sadan, Laplace, Shahnajaf Road, Lucknow-226001, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

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

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

11 "BSNL," reserves the right to accept or reject any or all tender bids or all bidding process, 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 ground of Purchaser's action. BSNL is also not bound to accept the lowest bid.

12 The bidder shall furnish a declaration in his tender bid that no addition/ deletion/ corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note 10: 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.

Note11: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

13 The queries in respect of the bid document, if any, can be submitted through **Email**, latest by **11/09/2024** till 1700 Hrs. **Any query received after this date will not be entertained.**

BSNL Contact-1	
BSNL's Contact Person	Sh. Praveen Kumar Jaiswal, AGM (MM-III)
Telephone	9415018414
	[between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	agmmm3upe@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Sh. Saurabh Singh, ADT (Plg)
Telephone	9450160001
	[between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	adtplgupe@gmail.com

14 Bidder has to produce original certificates/ documents for inspection whenever required by BSNL

15 Integrity Pact: (Not Applicable for this Tender)

Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the tender document at 7(I) in Section 7-Proforma(s). To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL vide No. CA/MMT/15-1/2015 dated 08.11.2019 which is available in 'Tender Notice' link on www.bsnl.co.in.

Appendix-1 to Section-1 Part A

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services(including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology(ToT) arrangement with an entity from a country which shares a land border with India, shall also be required to be registered with the same competent authority. The competent authority for the purpose of registration as per applicability of Rule 144(xi) **of the General Financial Rules (GFRs) 2017 shall be/ continue to be the registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).**

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a Country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V.** An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.
- VI** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts).
- VII** **The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.**
- VIII** **If the bidder was validly registered at the time of acceptance/placement of, registration shall not be a relevant consideration during the contract execution.**

SECTION-1 PART B
[CHECK LIST FOR BIDDER]

S.No	Contents of 1 st Electronic Envelope (Techno-Commercial	Mode of Submission	Document Submitted (Yes/No)
1	Tender Fee as per DNIT clause 01	Scanned Copy on E-tender portal and Original Physical Copy Offline. Note: (In case of online payment offline physical copy not required)	
2	Bid Security as per DNIT clause 05		
3	Valid Power of Attorney(s) as per Clause 14.3 of Section-4 Part –A (Supported by Board resolution)	Scanned Copy on E-tender portal and Original Physical Copy Offline	
4	Integrity Pact as per clause 15 of DNIT (Not Applicable for this Tender)	Not Applicable	
5	MSE bidders should submit their valid URN (Udyam Registration Number)/valid certification from MSME and it should broadly cover the services offered in tender in order to be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted	On Line.	
6	Copy of Certificate of Incorporation as per clause 4.1 of DNIT.	On Line	
7	Article of Memorandum of Association or Partnership deed or Proprietorship deed as per clause 4.1 of DNIT.	On Line	
8	Valid GST registration certificate number or exemption certificate with DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES in the format given in Section-7 (H) of Bid Document.	On Line	
9	Copy of IT Return of F.Y. 2022-23 or 2023-24	On Line	
10	Copy of Valid PAN Card	On Line	
11	Copy of valid EPF & ESI registration certificate	On Line	
12	Copy of relevant purchase/work order(s) along with successful completion certificate(s) by service purchasing organization. Bidder is to submit SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT as proforma given in Section-7D as per clause 4.10, Section-1 Part-A.	On Line	
13	Valid Annual turnover certificate and Profit & Loss statement duly certified by the CA/company auditors as per clause 4.8 section 1 Part-A.	On Line	
14	Under taking & declaration as per format- Section-6 Part-A	On Line	
15	Near relative certificates(s) as per format Section-6 Part B and Clause 34 of Section-4 Part-A	On Line	
16	Under taking & declaration as per format- Section-6 Part D	On Line	
17	Clause-by-Clause compliance & No deviation statement pursuant to clause 11.2 (b) Section-4 Part-A as per Section-7(F).	On Line	
18	Declaration Not de-bar/Blacklisted as per format of Section-7 (J)	On Line	
19	Copy of Original Tender Document along with amendments issued from time to time.	On Line	

20	Bidder Profile & Questionnaire as per Section-8 duly filled and signed	On line	
21	Original Bid Form as per Section-9 Part-A	On Line	
22	Under taking for labour Licence as per the Note:7 of DNIT	On Line	
23	Under taking as per Section 7 (G) else registration certificate issued by competent authority as per Appendix 1 of Section 1 Part A, as per applicability in pursuant to Clause 4.3 of Section 1 Part A	On Line	
24	Self Certification as format Section-7(L) and/ or Certificate as per clause 3.5(b) Section-4 Part B (as the case may be)	On Line	
	Contents of 2nd Electronic Envelope (Financial Envelope containing Financial Bid/BOQ)		
25	Price Schedule as per Section-9 Part-B	On Line	

Note all the Declaration should be preferably on the letter head of the Company/firm. The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

SECTION- 2
TENDER INFORMATION

1.0 Type of tender- : Single stage bidding, two stages Opening using Two Electronic Envelope System followed by E-reverse auction (if required).

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

Note 2: The bids will be evaluated techno-commercially first and there after financial bids of techno-commercially compliant bidders only shall be opened. There may be e-reverse auction after evaluation of financial bids.

Note:2.1 If more than three responsive bidders are available then H1 bidder will not be allowed to participate in the e-reverse auction. However such bidder may be considered for the re-casting of inter-se ranking for award of the work, if required. The elimination of H1 is for e-reverse auction only. Offer for award of work at L1 prices achieved after e-reverse auction as per clause 4(Distribution of Work) of Section 4 Part-B.

In case of MSE bidder(s), if the bidder(s) happen to be highest bidder but falls within the price band of L1+15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction.”

2.0 Bid Validity Period: 150 days from the tender opening date.

3.0 Validity of bid Offer:

The tender offer shall contain two electronic envelopes system, the first envelope will be named as **Techno-Commercial envelope** & will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and 2nd envelop 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 documents enlisted in Checklist for Bidders in Section 1 Part B in Electronic Form i.e. online except following documents which are to be submitted offline (i.e. offline submissions).

1. DD/ Banker's cheque of Tender fee/Not required in case of online payment as per Clause 1.3 of DNIT, Section-1 Part A.
2. EMD – Bid security (Original copy)/Not required in case of online payment as per clause 5.1 (c) of DNIT, Section-1 Part A
3. Valid Power of Attorney(s) as per Clause 14.3 of Section-4 Part –A
4. Integrity Pact in pursuance to Clause 15, DNIT, Section-1 Part-A, if applicable.

Note3: Only above listed documents are to be submitted offline (i.e. No other document is to be submitted offline) in original to the AGM (MM-III) O/o CGMT, UP(E) Telecom Circle, IIIrd Floor Door Sanchar Sadan, Laplace, Hazratganj Lucknow-226001 in a Sealed Envelope, as per the instructions given in the tender document, on any time before of within 05 days of bid submission end date failing which the tender bid , if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.

In case the above documents are not submitted offline as per requirement specified above online bid containing the commercial, technical and financial offers of such bidder, **SHALL NOT BE OPENED AND THE BID SHALL BE ARCHIVED UN-OPENED** on e-tender portal.

(B) Financial envelope shall contain:

Electronic Form: Financial along with Price Schedule (**Section-9Part-B**) with all relevant bids Annexure.

4.0 Payment terms: As per Clause 14 of Section-5 Part-A.

5.0 Period of Contract:

The period of this contract will be 01 (One) year from the date of agreement. However, the BSNL reserves the right to extend the contract further, one year on the same rates, terms & conditions, on the basis of performance of vendor and requirement of field units, which shall be binding on the contractor.

5.1 Consignees / Area of work: - as per Annexure 2 Section 3 part-A.

6.0 Being a E- Tender it is mediatory to upload both technical and financial bid on e-tendering portal. It is suggested that bidder should prepare and up load the bid one tendering portal well in time before closing date and time. Complaints regarding failure to upload online tender documents due to any reason of network or website after opening of tender will not be entertained.

7.0 Paying Authority:

AO (Claim) O/o CGMT UP (E) Hazratganj Lucknow- 226001 will be the paying authority and also the complete set of invoice with supporting documents are to be submitted to AO (Claim) O/o CGMT UP (E) for invoice processing.

SECTION- 3 PART A

SCOPE OF WORK & SLA

SCOPE OF CONTRACT

Operational Area (OA) will be a unit responsible for the maintenance of Optical Fiber Cable network and its associated works in BA, 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 Gram panchayat and other areas in the OAs of BSNL.

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

The maintenance activity mainly consists of:

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

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

Routes have to be taken over and maintained “as and where basis” i.e. O/H or U/G. The bidders are advised to survey the routes mentioned in the “Annexure 2 of scope of work under Section 3Part A” before quoting the rates

The detailed scope of contract is as under:

1. Preventive Maintenance:

- 1.1 The primary focus is to **avoid the occurrence of OFC cuts/damage due to any activity by any person or agency or due to natural reasons for which contractor has to employ route patrolling & other innovative method for patrolling of assigned routes regularly.**
- 1.2 **Contractor has to keep good rapport and co-ordination with the all Government and Non-Government bodies/ authorities and also farmers/ land owners to collect their plan of activities for the routes on weekly basis, which may prevent damages to the OF Cables.**
- 1.3 **Route length shall be in physical road length and not OFC length.** The exact route length shall be ascertained by the Contractor after conducting a Joint inspection /Survey along with the designated officer of BSNL. The survey report shall be duly signed and submitted by the designated authorities from both the parties within **10 days from the date of LOI.**
- 1.4 The Contractor shall be constantly in touch with the following authorities so as to update himself with the proposed works that may be executed by them in near future. The Contractor shall safeguard BSNL OFC against any signs of damage or potential damages, which is required to avoid OFC cuts that may arise during the execution of works by those authorities / agencies. The Contractor shall take suitable precautionary steps in consultation with designated officer of BSNL ahead of time, such as **re-routing of OFC either underground or overhead**, providing additional protection to the existing alignment etc. The activities which are likely to cause damages to OF cable are as under:-

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

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

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

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

2. Corrective Maintenance:

2.1 The OFC cuts can happen due to the activities of various agencies as listed at clause 1.5 above or due to any other reason. In spite of the efforts of the contractor to prevent the cable cuts, if cable cuts occur, the contractor shall restore the fault within the permissible time period as specified at clause 15 under SLA. The fault restoration shall be done on a permanent basis.

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

2.2.1 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 OFC has to be redone the way it was before damage i.e. O/H to O/H and U/G to U/G. However, if U/G OFC damage is more than 100 meters in a stretch due to any planned development work etc, then vendor has to intimate it in advance to BSNL and after its verification, BSNL may take necessary action for underground OFC laying work which is more than 100 meters in that stretch at BSNL cost. In meanwhile, the vendor will make arrangement for running the services on O/H OFC etc as per SLA parameters without any extra cost. For all less than 100 meter U/G OFC damage cases, vendor has to restore at its own cost including first 100 meter for long stretch damages.

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

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

2.4 Once OFC fault is detected the Fault repair team (FRT) should reach immediately for locating and rectifying the fault as per the response time specified at clause 15 of this section under SLA. The working fibers shall be restored first, followed by others. Sufficient labour shall be engaged for speedy restoration. However in future if any automatic OFC fault booking system is implemented in BSNL then the bidder may be given access for taking over of the faults and its clearance in real time from the system and accordingly SLA will be calculated.

2.5 After attending the fault, and ensuring the splice loss is within limits as specified above, for updating the route index diagram the contractor will provide the new details like OFC coils used, GPS location, photograph of depth of joint/OFC laid at the joint and other locations. The specification of OFC splicing work is furnished at Section 3-PartB.

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

2.7 Restoration of all systems / fibers in the OF cable shall be ensured within **4 hours for Urban area & 6 Hrs for Rural area** and in extreme cases only where the permanent restoration is not possible immediately, temporary OH restoration shall be made within **4 hours for Urban area & 6 Hrs for Rural area** with the approval of BSNL. However, permanent restoration shall be done during night hours after getting maintenance shut down within 10 days of temporary restoration. The RID will be provided by BSNL team for above work. The contractor has to submit a detailed report regarding the cause of fault, restoration details within 24 hrs to the designated officer of BSNL.

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

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

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

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

3.0 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.

3.3 The fiber loss measurements shall be taken and submitted to the designated officer of BSNL by the contractor as specified under clause 6.2 (Submission of Reports).

3.5 ALLIED ACTIVITIES:

i) Transportation of Materials: The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot. In some cases the materials may be available at Sub-Divisional Store Go- down. The contractor shall be responsible for transporting the materials, to be supplied by the department of otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

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

- iii) It shall be obligatory on part of the contractor to dispose off the empty cable drums at his/their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/were issued or from any other amount due to the contractor or the Security Deposit.
- iv) The contractor shall not be allowed to dump the empty cable drums in Govt./Public place which may cause inconvenience to the department / public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Department shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the bill/security deposit/any other amount due to the contractor.
- v) Supply of Materials: There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement, Wire Mesh and steel for protection, etc., besides using other consumables which do/don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

4.0 Route improvement/ Expansion work

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

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

- I. Excavation of trench up to a nominal depth of 165 cms., according to Construction specifications along National/State Highways/other roads and also in city limits as mentioned in the notice inviting tender.
- II. Laying of PLB pipes/coils coupled by PLB sockets in excavated trenches, on bridges and culverts, drawing of 6mm Polypropylene para pro rope (P.P. rope) 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.
- III. Providing of mechanical protection by R.C.C. Pipes/GI Pipes and/or concreting/chambering according to construction specifications, wherever required.
- IV. Fixing of GI Pipes/troughs with clamps at culverts/bridges and/or chambering or concreting of G.I. Pipes/through, wherever necessary.
- V. Back filling and dressing of the excavated trenches according to construction specifications.
- VI. Opening of manholes (of size 3 meters x 1 meters x 1.65 or 3 meters x 1 meters x 1.20 meters depth), replacing existing 6mm P.P. ropes by 8 mm P.P. rope (from manhole to manhole) for ensuring smooth passage for pulling the cable. Pulling of Optical Fiber Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the PLB pipes, putting, putting split PLB pipes and split RCC pipes with proper fixtures over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.
- VII. Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilometers of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-case

jointing chamber of internal of 1.2 meter filling of jointing chamber with clean sand, placing either pre-cast RCC cover or stone of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.

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

IX. Splicing of OF cable and making terminations at the exchanges/BTS containers as per norms of BSNL by fitting of OF cable through green pipe with proper protection and end to end testing of fibers. Splicing loss should not be more than 0.43 db per kilometer for 1310 nm wavelength and 0.38 db per kilometer for 1550 nm wavelength.

X. Documentation.

5.0 Collection and mapping of GPS data of network elements:

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

6.0 THE CONTRACTOR'S OFFICE:

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

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

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

6.2 SUBMISSION OF REPORTS:

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

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

7.0 DETAILS OF MANPOWER TO BE DEPLOYED FOR:

7.1 The Contractor shall deploy Manpower for the following works:

- a) Preventive maintenance i.e patrolling.

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

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

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

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

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

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

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

7.5 Supervisor:

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

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

9.0 MATERIALS:

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

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

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

- 9.2 It shall be the responsibility of Contractor to maintain adequate (at least 50%) stock of above at his location and replenish items before depletion. For this purpose, Contractor shall send requirements by the 1st day of every month, in the prescribed format. BSNL will make the materials available to the contractor within 15 days of receiving the request from the Contractor.
- 9.3 For the materials listed under this clause, Contractor shall maintain a record register on replenishment and consumption, with date and countersigned by the designated officer of BSNL on each incidence of consumption (Fault restoration)/ replenishment.
- 9.4 In case BSNL is not able to supply the material the contractor is liable to supply the following essential materials from his own arrangement.

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

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

10.0 Re-laying of OFC routes:-

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

S. N.	Description of activities for relaying work of OFC routes as per standard Specifications of BSNL. However no extra payment will be made for these activities.
1	Excavating trenches up to a depth of 165 cms in urban area and back filling the excavated trenches after laying the PLB pipe with or without protection.
2	Laying of PLB Pipes / Coils, coupled with sockets and drawing 6 mm PP rope.
3	Opening of Manholes, replacing 6 mm PP Rope by 8 mm PP Rope, Pulling of O.F. Cable of any size, Sealing of PLB pipes by Rubber Bushes in Manholes, providing RCC Split Pipes in Manhole/Back filling of Manholes.
4	Excavation by JCB in exceptional circumstances (hours)
5	Digging Of Pit For Jointing Chamber, Supply & Fixing Of Pre-Cast RCC Chamber, Filling Of RCC Chamber With Clean Sand, Placing Of Pre-Cast RCC slabs on RCC chamber, and back filling of jointing pit.
6	Road/Rail Crossing through horizontal boring(HDD) method and inserting 65/40 dia G.I. Pipes and Pushing PLB Pipes/coils inside and drawing 6mm PP rope.
7	RCC (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

11.0 MATERIALS EQUIPMENT SUPPLIED / PROVIDED BY THE CONTRACTOR:

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

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

13.0 INSPECTION AND TESTING:

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

14.0 EXAMINATION OF WORK DURING PREVENTIVE MAINTENANCE:

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

15.0 Service Level Agreement hereinafter referred as SLA.

Contractor shall ensure the following SLAs:

- a) The permissible/unavoidable OFC cuts shall be within **one cut/month/100km.**
- b) The fiber loss shall not exceed **0.1 dB** per each splice.
- c) The mean time to repair (MTTR) OFC cut shall be within **4 hours for Urban area & 6 Hrs for Rural area** (averaged over a month from the time of OFC cut occurrence).

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

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

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

SLA parameters

Sl.No	Parameter	Permissible range for	Remarks
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1	For the total OFC route in the OA outsourced.	One fault per month per 100 km or part thereafter	In case of multiple cables in a trench, each Cable cut is treated as one OFC cut.
2	Splice loss per fiber	≤ 0.1 dB	For each splice
3	Mean Time to Repair (MTTR) OFC cuts	(i) < 4 Hrs for Urban area (ii) < 6 Hrs for Rural Area	

1. Fault shall be intimated over telephone/mobile/Fax/Email of the contractor. During office hours SDE/JTO concerned shall release signed WO copy for each fault. After attending the fault, opening time and closing time of each fault shall be recorded in WO office copy.
2. For faults attended beyond permissible range i.e. >4hrs for Urban area & >6 hrs for Rural area, DE shall countersign all such cases in addition to SDE/JTO.
3. 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.
4. O/o BA Head shall be responsible for payment accuracy and taxes component, arrived on the basis of measurements recorded by O/o DE concerned.
5. Separate WO shall be issued for ITEMS against clause 9.4 SECTION 3 Part A – Scope of work
6. Any online system implemented for OFC fault monitoring in BSNL will be binding.

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

ANNEXURE – 1: RESOURCES TO BE DEPLOYED BY THE CONTRACTOR

A) MANPOWER AND VEHICLE:

For each OA minimum one FRT (Fault Repair Team) is to be provided. The contractor can deploy more than one team as per the need to meet the SLA requirement. However, ordering and billing will be done as per kilometre rate for SLA maintenance for the length of OFC routes handed over.

- a) 1 No. of Supervisor.
- b) 1 No. of Splicing Engineer.
- c) 1 No. Splicing Assistant per splicing vehicle.
- d) Adequate no of helpers/ labourers for trenching, laying, preparation of joint pits, closing and reinstatement, Replace of Over Head OFC on Pole, Strengthen and tightening of OH OFC.
- e) Suitable vehicle/ vehicles (BSNL's Logo and Advertisement should be displayed in every vehicle).
- f) The contractor have to arrange JCB or HDD machine as and when required for cable localization ,proper cable laying etc. Contractor should permanent arrangement of replaced cable therefore fault should not be repeat at same location.
- g) The intending bidder must have minimum Teams with tools and testers for the maintenance work like splicing machine, OTDR, power source and power meter etc. vehicle either in his name or in the name of firm. Documentary evidence of ownership of tools, tester and vehicle required to be submit to work order issuing authority, before starting the work.
- h) In case the manpower specified above is not adequate, the Contractor may engage on the higher side subject to minimum of above.

B) For every LIST OF EQUIPMENT:

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

Tool Kit consisting of:-

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

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

C)

i)

Testing Equipment/ Meters consists of:

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

ANNEXURE-2: DETAILS OF THE ROUTE

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

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

Route details

Package-I:

S/N	BA	OA	SDCA	Transnet ID	OFC Route	RKM (in KM)	Capacity
1	GORAKHPUR	AZAMGARH	Azamgarh	117043	C TXC AZM CDOT AZAMGARH-C TXC AZM BHAWARNATH-01	6.121	24
2	GORAKHPUR	AZAMGARH	Azamgarh	117314	C TXC AZM CDOT AZAMGARH-C TXC AZM RANI KI SARAI-01	17.383	12
3	GORAKHPUR	AZAMGARH	Azamgarh	117332	C TXC AZM JAHANAGANJ-C TXC AZM SUMBHI BAZAR-02	10	12
4	GORAKHPUR	AZAMGARH	Jeanpur	117369	C TXC JEANPUR-C TXC JNP BILARIYAGANJ-02	16.857	12
5	GORAKHPUR	AZAMGARH	Jeanpur	117370	C TXC JNP BILARIYAGANJ-C TXC JNP BINDWAL-01	8.527	12
6	GORAKHPUR	AZAMGARH	Lalganj	118463	C TXC LLG DEOGAON-C TXC LLG MEHNAJPUR-01	19.4	12
7	GORAKHPUR	AZAMGARH	Lalganj	118468	C TXC LALGANJ AZM-C TXC LLG MEHNAGAR-01	10.392	12
8	GORAKHPUR	AZAMGARH	Phoolpur	118710	C TXC PHOOLPUR AZM-C TXC PPR AMBARI-02	7.9	12
9	GORAKHPUR	AZAMGARH	Phoolpur	118717	C TXC PPR DEEDARGANJ-C TXC PPR MARTINGANJ-01	11.62	12
10	GORAKHPUR	AZAMGARH	Jeanpur	118841	C TXC JNP CHANDPATTI-C TXC JNP HARAIYA-01	9.916	12
11	GORAKHPUR	AZAMGARH	Koilsa	126070	C TXC KOILSA-C TXC KLS AHIRLAULA-01	17.966	12
12	GORAKHPUR	AZAMGARH	Koilsa	132316	C TXC KOILSA-C TXC KLS MAHARAJGANJ-01	13.311	12
13	GORAKHPUR	AZAMGARH	Azamgarh	179931	C TXC AZM BHAWARNATH-C TXC JNP KANDHRAPUR-01	6	96
14	GORAKHPUR	AZAMGARH	Azamgarh	182063	C TXC AZM MUBARAKPUR-C TXC AZM SATHION-01	6.02	6
15	GORAKHPUR	AZAMGARH	Phoolpur	212376	C TXC PHOOLPUR AZM-C TXC PPR CHHITTEPUR-02	14.875	12
16	GORAKHPUR	AZAMGARH	Koilsa	212433	C TXC KLS AHIRLAULA-C TXC KLS KAPTANGANJ-03	21.345	12
17	GORAKHPUR	AZAMGARH	Koilsa	212712	C TXC KLS ATRAULIA-C TXC KLS SENPUR-02	8.356	12
18	GORAKHPUR	AZAMGARH	Koilsa	212965	C TXC KOILSA-C TXC KLS ATRAULIA-02	11.374	12
19	GORAKHPUR	AZAMGARH	Azamgarh	212969	C TXC AZM JAHANAGANJ-C TXC AZM SATHION-05	12.456	12
20	GORAKHPUR	AZAMGARH	Jeanpur	214148	C TXC JNP BINDWAL-C TXC JNP KANDHRAPUR-01	7.85	12
21	GORAKHPUR	AZAMGARH	Azamgarh	216236	C TXC AZM FARIHA-C MOBILE TXC AZAMGARH MW-01	22.145	12
22	GORAKHPUR	AZAMGARH	Koilsa	216729	C TXC KLS BHEDAURA-C TXC KLS SENPUR-02	10.403	12
23	GORAKHPUR	AZAMGARH	Azamgarh	217519	C TXC AZM FARIHA-C TXC AZM SARAIIMEER-01	15.146	12
24	GORAKHPUR	AZAMGARH	Azamgarh	217667	C TXC AZM TAHBARPUR-BJC AZM NIZAMABAD MOD-01	6.435	6
25	GORAKHPUR	AZAMGARH	Jeanpur	217897	C TXC JNP RAMGARH-BJC JNP CHUNAHWA PAKWA INAAR-02	5.125	6

26	GORAKHPUR	AZAMGARH	Lalganj	217985	BJC LLG MASIRPUR MOD-BJC LLG TARWA CHAURAHA-01	21.345	6
27	GORAKHPUR	AZAMGARH	Lalganj	217992	C TXC LLG KHARIHANI-BJC LLG TARWA CHAURAHA-01	6.734	6
28	GORAKHPUR	AZAMGARH	Lalganj	218005	C TXC LLG TARWA-BJC LLG TARWA CHAURAHA-02	0.754	6
29	GORAKHPUR	MAU	Ghosi	120592	C TXC 1 GHOSI-C TXC GHO DHORIGHAT-01	20.165	12
30	GORAKHPUR	MAU	Ghosi	120593	C TXC GHO BOJHI-C TXC GHO NADWASARAI-01	10.25	12
31	GORAKHPUR	MAU	Ghosi	120598	C TXC 1 GHOSI-C TXC GHO KALYANPUR-01	10.312	6
32	GORAKHPUR	MAU	Ghosi	120602	C TXC 1 GHOSI-C TXC GHO SULTANPUR-01	9.267	6
33	GORAKHPUR	MAU	Ghosi	120619	C TXC GHO MAURBOJH-C TXC GHO PARSUPUR-01	14.733	12
34	GORAKHPUR	MAU	Ghosi	120620	C TXC 1 GHOSI-C TXC GHO MAURBOJH-01	8.92	12
35	GORAKHPUR	MAU	Ghosi	120622	C TXC GHO MADHUBAN-C TXC GHO SEMRI JAMALPUR-01	13.227	6
36	GORAKHPUR	MAU	Mau	124353	C TXC MAU-C TXC MAU ADARI-01	9.53	12
37	GORAKHPUR	MAU	Mau	124379	C TXC MAU AILAKH-C TXC MAU RATANPURA-01	8	12
38	GORAKHPUR	MAU	Mau	124386	C TXC MAU-C TXC MAU BHUJAUTI-01	5.728	24
39	GORAKHPUR	MAU	Mau	124387	C TXC MAU BHUJAUTI-C TXC MAU KOPAGANJ-01	4.886	12
40	GORAKHPUR	MAU	Mau	124391	C TXC MAU-C TXC MAU MIRZAHADIPUR-01	5.523	12
41	GORAKHPUR	MAU	Mau	124615	C TXC MAU KARAHA-C TXC MAU MOHAMDABAD-01	9	6
42	GORAKHPUR	MAU	Mau	124616	C TXC MAU CHIRAIYAKOT-C TXC MAU KARAHA-01	11.613	6
43	GORAKHPUR	MAU	Mau	124618	C TXC MAU RANIPUR-C TXC MAU SARSENA-01	15.498	24
44	GORAKHPUR	MAU	Mau	124623	C TXC MAU PALIGARH-C TXC MAU RANIPUR-01	8.321	12
45	GORAKHPUR	MAU	Mau	124624	C TXC MAU RANIPUR-C TXC MAU SULTANIPUR-01	6.593	12
46	GORAKHPUR	MAU	Mau	124626	C TXC MAU GHAROHYAMORE-C TXC MAU MOHAMDABAD-01	8.156	24
47	GORAKHPUR	MAU	Mau	127350	C TXC MAU ADARI-C TXC MAU BHUJAUTI-01	8	12
48	GORAKHPUR	MAU	Mau	180367	C TXC MAU ACHCHAR-C TXC MAU PALIGARH-01	6.5	12
49	GORAKHPUR	MAU	Ghosi	180372	C TXC 1 GHOSI-C TXC GHO ATARSAWAN-01	15.005	6
50	GORAKHPUR	MAU	Mau	180377	C TXC MAU GHAROHYAMORE-C TXC MAU KARAHA-01	7.843	24
51	GORAKHPUR	MAU	Mau	180378	C TXC MAU KARAHA-C TXC MAU SULTANIPUR-01	7	6
52	GORAKHPUR	MAU	Ghosi	231891	C TXC GHO KALYANPUR-C TXC MAU KOPAGANJ-01	5.6	24

Package-II:-

S/N	BA	OA	SDCA	Transnet ID	OFC Route	RKM (in KM)	Capacity
1	GORAKHPUR	BALLIA	Ballia	117921	C TXC BALLIA CDOT-C TXC BLI SUKHPURA-01	15.296	12
2	GORAKHPUR	BALLIA	Ballia	117922	C TXC BALLIA CDOT-C TXC BLI PHEPHANA-01	14.3	24
3	GORAKHPUR	BALLIA	Rasra	117926	C TXC RASRA-C TXC RSA NAGRA-01	20	24
4	GORAKHPUR	BALLIA	Bansdeeh	117948	C TXC BANSDEEH-C TXC BNSD SAHATWAR-01	11.2	12
5	GORAKHPUR	BALLIA	Rasra	129570	C TXC RSA CHHITAUNA-C TXC RSA NAGRA-01	13.5	24
6	GORAKHPUR	BALLIA	Ballia	213514	C TXC BALLIA CDOT-C TXC BLI BJC HAIBATPUR-01	3.5	96
7	GORAKHPUR	BALLIA	Ballia	213515	C TXC BALLIA CDOT-C TXC BLI OCB BALLIA-01	1	96
8	GORAKHPUR	BALLIA	Bansdeeh	216785	C TXC 1 BNSD REOTI-C TXC BNSD SAHATWAR-01	9.2	12
9	GORAKHPUR	BALLIA	Rasra	216789	C TXC RSA CHHITAUNA-C TXC RSA BELTHRA ROAD-01	12.5	12
10	GORAKHPUR	BALLIA	Raniganj	231882	C TXC RANIGANJ-C TXC 1 BNSD REOTI-01	17.5	48
11	GORAKHPUR	BALLIA	Bansdeeh	117945	C TXC BANSDEEH-C TXC BNSD BERUARBARI-01	11.2	24
12	GORAKHPUR	BALLIA	Ballia	216767	C TXC BLI SUKHPURA-C TXC BLI RATSAR-01	10.3	12
13	GORAKHPUR	BALLIA	Ballia	216081	C TXC BLI PHEPHANA-C TXC BLI NARHI-01	9	24
14	GORAKHPUR	BALLIA	Rasra	216760	C TXC RSA NAGRA-C TXC RSA BHIMPURA	16.2	12
15	GORAKHPUR	BALLIA	Ballia	215292	C TXC BLI NARHI-C TXC BLI LAXMANPUR-01	6.8	6
16	GORAKHPUR	BALLIA	Ballia	214218	C-TXC BLI HALDI-C TXC BLI DUBAHAR-01	6.5	12
17	GORAKHPUR	BALLIA	Ballia	216766	C-TXC BLI RATSAR-C TXC BLI PUR-01	11.1	12
18	GORAKHPUR	BALLIA	Ballia	117994	C TXC BLI CHITBARAGAON-C TXC BLI PHEPHANA-01	8.9	6
19	GORAKHPUR	BALLIA	Ballia	117996	C TXC BLI GARWAR-C TXC BLI PHEPHANA-01	10.8	6
20	GORAKHPUR	DEORIA	Salempur	126155	C TXC SALEMPUR-C TXC SLR BHATPAR-01	16	12
21	GORAKHPUR	DEORIA	Deoria	126157	C TXC DEORIA-C TXC SLR KHUKHUNDOO-01	16	12
22	GORAKHPUR	DEORIA	Salempur	126159	C TXC SALEMPUR-C TXC SLR LAR ROAD-01	12.4	6
23	GORAKHPUR	DEORIA	Salempur	128421	C TXC SLR BHATNI-C TXC SLR BHINGARI BAZAR-01	20	24
24	GORAKHPUR	DEORIA	Captanganj	128477	C TXC CAPTANGANJ-C TXC KHADDA-01	46.82	12
25	GORAKHPUR	DEORIA	Captanganj	128489	C TXC CAPTANGANJ-C TXC PADRAUNA-01	30.2	12
26	GORAKHPUR	DEORIA	Deoria	128492	C TXC DEORIA-C TXC PRN KASIA-01	39	12
27	GORAKHPUR	DEORIA	Padrauna	128494	C TXC PADRAUNA-C TXC PRN RAVINDRA NAGAR-01	6	12
28	GORAKHPUR	DEORIA	Padrauna	130459	C TXC PRN KASIA-C TXC PRN RAVINDRA NAGAR-01	14	12
29	GORAKHPUR	DEORIA	Deoria	201820	C TXC DEORIA-C TXC DRA DEORIA CDOT-01	1.7	96
30	GORAKHPUR	DEORIA	Padrauna	224917	C TXC NEBUA-C TXC PRN PIPRABAZAR-01	8.6	12

31	GORAKHPUR	DEORIA	khadda	224928	C TXC NEBUA-C TXC KHADDA-02	13.9	12
32	GORAKHPUR	DEORIA	Padrauna	226937	C TXC PRN RAVINDRA NAGAR-C TXC PRN PIPRABAZAR-02	20.4	12
33	GORAKHPUR	DEORIA	Salempur	227782	C TXC SALEMPUR-C TXC BARHAJ-02	27	12
34	GORAKHPUR	DEORIA	Padrauna	230667	C TXC PRN KASIA-C TXC PRN FAZIL NAGAR-01	19.1	12
35	GORAKHPUR	DEORIA	Captanganj	230669	C TXC CPJ HATA RLU-C TXC CPJ HATA-01	6.1	6
36	GORAKHPUR	DEORIA	Barhaj	231400	C TXC BARHAJ-C TXC DRA RUDRAPUR-02	25	6
37	GORAKHPUR	DEORIA	Barhaj	227709	C TXC BARHAJ-C TXC BHJ BHALUWANI-2(RID-227709)	20.4	12

Package-III:-

S/N	BA	OA	SDCA	Transnet ID	OFC Route	RKM (in KM)	Capacity
1	GORAKHPUR	GORAKHPUR	Mahrajganj	118521	C TXC MAHARAJGANJ-C TXC MRJ MITHAURA-01	16.5	6
2	GORAKHPUR	GORAKHPUR	Mahrajganj	118524	C TXC MAHARAJGANJ-C TXC MRJ PARTAWAL-01	5.5	12
3	GORAKHPUR	GORAKHPUR	Pharenda	118533	C TXC ANAND NAGAR-C TXC MAHARAJGANJ-01	22.7	12
4	GORAKHPUR	GORAKHPUR	Pharenda	118534	C TXC ANAND NAGAR-C TXC ANG DHANI BAZAR-01	13.8	6
5	GORAKHPUR	GORAKHPUR	Gorakhpur	119063	C TXC GR SARDAR NAGAR-C TXC GR SONBARSA-01	7.6	6
6	GORAKHPUR	GORAKHPUR	Chaurichura	119080	C TXC GR CHAURI CHAURA-C TXC GR NAI BAZAR-01	7.3	6
7	GORAKHPUR	GORAKHPUR	Bansgaon	119208	C TXC BSG MAHDEVA BAZAR-C TXC BSG SIKARIGANJ-01	6.9	6
8	GORAKHPUR	GORAKHPUR	Bansgaon	119213	C TXC BANSGAON-C TXC BSG MALHANPAR-01	7.55	6
9	GORAKHPUR	GORAKHPUR	Gorakhpur	119291	C TXC GR BAXIPUR-C TXC GR BENIGANJ-01	1.6	6
10	GORAKHPUR	GORAKHPUR	Gorakhpur	119293	C TXC GR BASANTPUR-C TXC GR BAXIPUR-01	3.1	12
11	GORAKHPUR	GORAKHPUR	Gorakhpur	119306	C TXC GR BASANTPUR-C TXC GR RUSTAMPUR-01	4.3	96
12	GORAKHPUR	GORAKHPUR	Gorakhpur	119307	C TXC GORAKHPUR-C TXC GR RUSTAMPUR-01	4.3	96
13	GORAKHPUR	GORAKHPUR	Gorakhpur	119308	C TXC GORAKHPUR-C TXC GR RAPTINAGAR-01	7.7	96
14	GORAKHPUR	GORAKHPUR	Gorakhpur	119312	C TXC GORAKHPUR-C TXC GR KUSMI BAZAR-01	13.8	12
15	GORAKHPUR	GORAKHPUR	Bansgaon	119317	C TXC BANSGAON-C TXC BSG KAURIRAM-01	7.4	12
16	GORAKHPUR	GORAKHPUR	Bansgaon	119321	C TXC BANSGAON-C TXC BSG UNWAL-01	13.1	6
17	GORAKHPUR	GORAKHPUR	Barhalganj	119324	C TXC BRL GOLA BAZAR-C TXC BSG URWA BAZAR-01	2.96	6
18	GORAKHPUR	GORAKHPUR	Pharenda	119329	C TXC ANAND NAGAR-C TXC GORAKHPUR-01	53.3	12
19	GORAKHPUR	GORAKHPUR	Gorakhpur	119330	C TXC GR RAPTINAGAR-C TXC GR VIKASHNAGAR-01	6.6	96
20	GORAKHPUR	GORAKHPUR	Anandnagar	220656	C TXC ANG DHANI BAZAR-C TXC ANG BRIJMANGANJ-01	19.9	12
21	GORAKHPUR	GORAKHPUR	mahrajganj	119336	C TXC MAHARAJGANJ-C TXC MRJ GHUGHLI-01	21.8	12

22	GORAKHPUR	GORAKHPUR	Anandnagar	181580	C TXC ANG KOLHUI-C TXC ANG NAUTANWA-01	21.2	12
23	GORAKHPUR	GORAKHPUR	Gorakhpur	119313	C TXC GORAKHPUR-C TXC GR MAHABIR CHAPRA-01	12.5	12
24	GORAKHPUR	GORAKHPUR	Gorakhpur	224922	C TXC GR MAHUADABAR-C TXC BSG UNWAL-01	8.7	48
25	GORAKHPUR	BASTI	Basti	117864	C TXC BASTI-C TXC BST KACHEHARY-01	4.124	12
26	GORAKHPUR	BASTI	Harraiya	123558	C TXC HARRAIYA-C TXC HRY BABHNAN-01	19.56	12
27	GORAKHPUR	BASTI	Harraiya	124554	C TXC HARRAIYA-C TXC HRY VISHESHWARGANJ-01	13.6	12
28	GORAKHPUR	BASTI	Mehdawal	124568	C TXC MEHDawal-C TXC MDL SANTHA-01	12.5	12
29	GORAKHPUR	BASTI	Domariyaganj	124577	C TXC DOMARIYAGANJ-C TXC DMJ ITWA BAZAR-01	17.3	12
30	GORAKHPUR	BASTI	Khalilabad	131295	C TXC KHALILABAD-C TXC MEHDawal-01	25.5	12
31	GORAKHPUR	BASTI	Sidharthnagar	146056	C TXC SIDDHARTHANAGAR-C TXC BANSI-01	20	12
32	GORAKHPUR	BASTI	Khalilabad	146287	C TXC KHALILABAD-C TXC KHALILABAD RSU-01	2.2	12
33	GORAKHPUR	BASTI	Sidharthnagar	214125	C TXC SIDDHARTHANAGAR-C TXC SDNR SOHRATHGARH-02	22.6	12
34	GORAKHPUR	BASTI	Harraiya	214272	C TXC HRY VISHESHWARGANJ-C TXC HRY DUBAULIYA-02	9	12
35	GORAKHPUR	BASTI	Basti	215151	C TXC BST KACHEHARY-C TXC BST NAGAR BAZAR-01	8.1	6
36	GORAKHPUR	BASTI	Basti	118731	C TXC BST WALTERGANJ-C TXC BASTI-01	8.1	12
37	GORAKHPUR	BASTI	Basti	215771	C TXC BST WALTERGANJ-C TXC BST SALTAUWA-01	11.973	12
38	GORAKHPUR	BASTI	Basti	215783	C TXC BST BHANPUR-C TXC BST SALTAUWA-01	14.1	12
39	GORAKHPUR	BASTI	Domariyaganj	215852	C TXC DOMARIYAGANJ-C TXC BST BHANPUR-01	21.4	12
40	GORAKHPUR	BASTI	Bansi	217064	C TXC BANSI-C TXC BSI DALDALA-02	14	12
41	GORAKHPUR	BASTI	Mehdawal	217069	C TXC MDL SANTHA-C TXC BSI DALDALA-01	10.8	12
42	GORAKHPUR	BASTI	Khalilabad	218183	C TXC KHALILABAD-C TXC KBD C TXC KBD GORKHAL-01	4.6	12
43	GORAKHPUR	BASTI	Khalilabad	218186	C TXC KBD GORKHAL-C TXC KBD VISHWANATHPUR-01	10.8	12
44	GORAKHPUR	BASTI	Khalilabad	218188	C TXC KBD NATH NAGAR-C TXC KBD VISHWANATHPUR-01	5.2	12
45	GORAKHPUR	BASTI	Domariyaganj	218472	C TXC DMJ ITWA BAZAR-C TXC BARHANI-01	27	12
46	GORAKHPUR	BASTI	Barhani	218473	C TXC BARHANI-C TXC SDNR SOHRATHGARH-01	29.5	12
47	GORAKHPUR	BASTI	Basti	219031	C TXC BST NAGAR BAZAR-C TXC HRY CAPTAN GANJ-01	13.1	12

Note: 1. Add 50% extra to the Route Km where 12F cable and 24F cable are on the opposite side of the road i.e. from XXX-YYY-ZZZ , effective Route Km = $62.5 \times 1.5 = 93.75\text{Km}$.
Similarly, Add 25% extra to the Route Km where 12F cable and 24F cable are on the same side of the road i.e $5.5 \times 1.25 = 6.8$ Total = 100.5 Says 100Kms **Hence, total Route Km effectively, is 100Km.**

SECTION- 3 PART B
TECHNICAL SPECIFICATIONS/ SCHEDULE OF RATE

TECHNICAL SPECIFICATIONS

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

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

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

JOINTING of Optical fiber CABLE

The manufacturer's manual contains the following:

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

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

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

a) PREPARATION OF CABLE FOR JOINTING:-

- During the installation, a minimum of 10 meters of cable of each end is coiled in the jointing pit to provide for jointing to be carried out at convenient location as well as spare length to be available for future use in case of failures.
- The pit size must be chosen carefully to ensure the length of the way on which joint is mounted is greater than closure length plus twice the minimum bending radius of the cable. A pit length of 1.2 meter is sufficient for most of the cable and joint closures. Bracket to support the cable coil are also fixed on the wall of the pit.

- The cable is then coiled on to the pit wall in the same position as required after the joint is complete. The marking is done on all the loops so that it will be easier to install it later.
- The distance from the last centre to the end of the cable must be at least 1.8 meter. This is being the minimum to be stripped for preparation of joint.
- Sufficient cable at each end up to the jointing vehicle/enclosure is then uncoiled from the pit for jointing.

b) STRIPPING/ CUTTING THE CABLE:

- The cable is stripped of their outer and inner sheath with each sheath, staggered approximately 10mm from the one above it.
- Proper care must be taken when removing the inner sheath, to ensure the fibers are not scratched or cut with the stripping knife or tool. To prevent this, it is best to only score the inner sheath twice on opposite sides of the cable, rather than cut completely through it. The two scores marking on either side of the cable are then stripped of the inner sheath by hand quite easily.
- The fibers are then removed from cable one by one and each fiber is cleaned individually using isopropyl solution to remove the jelly.

c) PREPARATION OF CABLE JOINT CLOSURE FOR SPLICING:

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

d) FIBER SPLICING

STRIPPING AND CLEAVING OF FIBER:

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

FUSION SPLICING OF THE FIBER:-

- Some of the general steps with full automatic micro processor control splicing machine are as under:

- Wash hands thoroughly prior to connecting this procedure.
 - Place the bare fiber inside 'V' groove of the splicing machine by opening clamp handle such that the end of fiber is app.1 mm. over the end of the 'V' groove towards the electrodes.
 - Repeat the same procedure for other fiber, however first insert heat shrink splice protector.
 - Press the start button on the splice controller.
 - The machine will pre fuse, set align both in 'X' and 'Y' direction and then finally fuse the fiber.
 - Inspect the splice on monitor if provided on the fusion splicing machine and assure no nicking, bulging is there and cores appear to be adequately aligned if the splice does not visually look good repeat the above procedure.
 - Slide the heat shrink protector over the splice and place in tube heater. Heat is complete when soft inner layer is seen to be 'oozing' out of the ends of the outer layer of the protector.
 - Repeat the same procedure for all the other fibers.
- e) **ORGANISING FIBER AND FINISHING JOINTS:-**

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

f) **PLACING JOINT IN PIT:-**

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

EXCAVATION AND BACK FILLING OF TRENCHES FOR ATTENDING TO FAULTS:

- 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.

- The excavation shall include excavation of trial holes clearing bushes and roots of trees along the trenches.
- 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.

Schedule of Rates

Schedule of rates for SLA Based tender for OFC maintenance has been taken as Rs.400/km/month Plus GST.

S.No	Package	BA/OA	TotalRoute Length (in Km)	Estimation of Cost(all inclusive)
1.	I	Azamgarh	325.756	31,45,899/-
		Mau	229.67	
2	II	Deoria	342.62	31,23,186/-
		Ballia	208.796	
3	III	Gorakhpur	290.11	31,84,323/-
		Basti	325.057	

Note:

Individual rate for each package per Km will be calculated as=

SoR rate multiplied by total quoted price in financial bid/BOQ for a package divided by estimated total price

$$\begin{array}{l} \text{(Individual rate /Km} \\ \text{for each package)} \end{array} = \begin{array}{l} \text{(SoR rate as per above table)} \\ \end{array} \times \begin{array}{l} \text{(Total quoted price in financial} \\ \text{bid/BOQ (Section-9 Part B) for a} \\ \text{package)} \end{array}$$

(Total Estimated Price for a Package)

SECTION-3 PART C
SCHEDULE OF REQUIREMENT (SOR)

Requirements of Quantity:
Package- wise route detail.

TABLE-1

S.No	Package	Operation area (OA)	TotalRouteLength (in Km)
1.	I	Azamgarh	325.756
		Mau	229.67
2.	II	Deoria	342.62
		Ballia	208.796
3.	III	Gorakhpur	290.11
		Basti	325.057

Note: 1. Add 50% extra to the Route Km where 12F cable and 24F cable are on the opposite side of the road i.e. from XXX- YYY-ZZZ , effective Route Km = $62.5 * 1.5 = 93.75\text{Km}$.

Similarly, Add 25% extra to the Route Km where 12F cable and 24F cable are on the same side of the road i.e $5.5 * 1.25 = 6.8$ Total = 100.5 Says 100Kms **Hence, total Route Km effectively, is 100Km.**

SECTION-4 PART A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- 1.1 **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Lucknow.
- 1.2 **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- 1.3 **"The Supplier"** or **"The Vendor"** or **"The Service Provider"** means the individual or firm providing the services under the contract.
- 1.4 **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- 1.5 **"The Services"** means providing maintenance services for external plant which the Supplier is required to supply to the Hirer/Purchaser under the contract.
- 1.6 **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase/Service Order on the bidder.
- 1.7 **"The Purchase Order"** means the order placed by the Purchaser on the Supplier/ provider signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- 1.8 **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- 1.9 **"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.
- 1.10 **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- 1.11 **"OA"** means Operation Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.12 **"BA"** means Business Area comprising of one or more SSA's
- 1.13 **"OFC"** means Optical Fiber Cable of any size, say 6F/12F/24F/48F/96F/288F.
- 1.14 **"Section"** means the OFC cable route between any designated locations.
- 1.15 **"Contract"** means the agreement made between BSNL and the successful bidder for Comprehensive OFC maintenance.
- 1.16 **"Act"** means statutes, laws, rules and regulations by Government authorities or any regulatory agencies;
- 1.18 **"Agreement"** means this agreement between BSNL and the Contractor relating to the provision of Services by the Contractor including the LOI, Schedules(s), Work Order(s), Annexure(s), tender terms and conditions, vide tender No..... and any other documents explicitly incorporated in Agreement;
- 1.19 **"Charges"** mean the monthly charges payable by BSNL to the contractor.
- 1.20 **"Contract Price"** shall mean the unit price of various activities to be undertaken by the Contractor and to be payable by BSNL on completion of the activity / service. The contract price is exclusive of service tax but inclusive of all other taxes. However, statutory liabilities of ESI, EPF contribution and all other statutory taxes and levies applicable and payable by the Contractor shall not be a part of the Contract Price and BSNL shall not be responsible in any way whatsoever to pay for the same.
- 1.21 **"Contractor"** means any person or entity that provides service(s) in accordance with the terms and conditions of the Agreement .
- 1.22 **"Effective Date"** means the date of entering into the Agreement.
- 1.23 **"Force Majeure Events"** or **"Force Majeure"** means fire, flood, earth quake, elements of nature or acts of God, epidemic, acts of war, terrorism, riots, civil disorder, rebellions, revolutions, strikes, lockouts, change of law or any other similar cause beyond the reasonable control of such party.

- 1.24 “**MTTR**” means mean time to repair OFC cuts is calculated after passage of 30 minutes of informing the Contractor by BSNL.
- 1.25 “**Maintenance Engineer**” means the Senior Sub-Divisional Engineer/Sub-Divisional Engineer / Junior Telecom Officer / any other authorized personnel of BSNL / Divisional Engineer of BSNL heading the Transmission Division;
- 1.26 “**OFC route**” means the optical fiber cable route of BSNL;
- 1.27 “**Party**” or “**Parties**” mean the party or parties in the Agreement;
- 1.28 “**Rates**” mean the agreed rates for various components of the services provided by the Contractor under the agreement;
- 1.29 “**Route**” means any section of the OFC route of BSNL;
- 1.30 “**Services**” means operations, preventive and corrective maintenance, protection of BSNL materials and equipment and any other services provided by the contractor under the agreement in respect of the OFC route;
- 1.31 “**Term**” means one year’s effective from the date of agreement;
- 1.32 “**Stretch or section means**”, the Optical Fiber Cable route between any given locations.
- 1.33 “**Work Order(s)**” means the relevant work order issued by BSNL to the contractor as per the terms of the agreement

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF BIDDING:

- 3.1 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.

4.0 DOCUMENTS REQUIRED:

- 4.1 The services required to be provided; 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 conditions in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Email of the Purchaser as indicated in the invitation of Bid latest **by 11.09.2024** /1700 (Hrs). **Any query received after this date will not be entertained.** The Purchaser shall respond in writing to any such request for the clarification of the bid documents in the format given below. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

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

- 5.2 Any clarification issued by BSNL in response to query rose 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.

6.0 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 notified in writing Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding to them.
- 6.3 In order to afford a reasonable time prospective bidders to take the amendment into account in preparing their bids, the purchaser, at its own discretion, may extend the deadline for the submission of bids suitably.

7.0 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 of this section.
- 7.2 Bid Security furnished in accordance with clause 12 of this section.
- 7.3 A Clause by Clause compliance as per clause 11.2 (b) of this section.
- 7.4 Bid form and price schedule completed in accordance with clause 8 & 9 of this section.

8.0 BID FORM:

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided, brief description of the services, quantity and prices as per Section- 9 .

9.0 BID PRICES:

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the services it proposes to provide under the contract as per the price schedule given in **Section-9 Part B**. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - (a) The Basic Unit price of the services, GST, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (b) The service provider shall quote as per price schedule given in **Section-9 Part B** for all the items given in schedule of requirement at Section-3 Part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of services offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section-4 Part A. and Clause 7 of Section-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the service provider and no separate charges shall be paid for transportation to individual sites for repairing.
- 9.7 Income tax and all other taxes (except GST) enforce time to time or at present rates will be deducted from the bills of the contractor. Any other statutory tax or levies introduced by the Govt. of India/ State Govt. shall be borne by the contractor.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and Conditions of Bid Documents.
- (a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - (b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1 and Section-4 Part B.
 - (c) Power of Attorney as per clause 14.3 (a) and (d) of this section and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of this section.
 - (d) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34 of this section.
 - (e) Certificate of incorporation, if applicable.
 - (f) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 DOCUMENTS ESTABLISHING SERVICES 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 services which he proposes to provide 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 services with essential technical and performance characteristics;
 - (b) 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. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General instruction to bidders, Special instruction to bidders and e-tendering instruction to bidders (Section -4 Part A, B, C) and General (Commercial) Conditions (Section-5 Part A) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(b) 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.

12.0 BID SECURITY / EMD:

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 Part B (DNIT).
- 12.2 The MSE 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) MSE unit is required to submit its monthly delivery schedule.
 - (d) 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 12.7.
- 12.4 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 e-tenders and returned to the bidder unopened(for manual bidding process).

- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13 of this section.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited and debarred:
 - (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - (b) In the case of successful bidder, if the bidder fails
 - i. to sign the contract in accordance with clause 28.
 - ii. to furnish performance security in accordance with clause 27.
 - iii. to furnish Material Security in accordance with clause 7 of Section 5 Part A.
 - iv. to follow the lawful instructions of BSNL Authorities or his representatives.

13.0 PERIOD OF VALIDITY OF BIDS:

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

14.0 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.
- 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 of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
 - (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. A copy of the partnership deed (First & last and relevant pages only) duly self attested by Partners shall be attached
 - (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal

address of the authorized signatory shall be provided.

- (e) **In case the representative of bidder company, who uploads the document on e-tender portal using his digital signature Certificate (DSC) is different from the authorized signatory (Power of attorney holder) for the bid then the representative who uploads the documents on e-tender portal using DSC issued in his name, should also be made as one of the Power of Attorney holder by the bidder company, in addition to authorized signatory for the bid.**

15.0 SEALING AND MARKING OF BIDS:

15.1 The bid should be submitted as per clause 3 Section-2 of tender information.

15.2

- (a) The Offline document envelope shall be addressed to the purchaser inviting the tender. The Purchaser Address shall be: AGM (MM-III), O/o. the CGMT, BSNL UP(East) Circle, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001.
- (b) The Offline documents envelope consisting documents as stated in clause 3 of Section-2 (Tender Information) shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE'(due date & time).
- (c) The Offline documents envelope 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 to be received 'late'.
- (d) Offline documents as stated in clause 3 of Section-2 (Tender Information) may be sent by post or delivered in person on above mentioned address (address is given in clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Offline documents as stated in clause 3 of Section-2 (Tender Information) delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to ADT (Plg), MM Cell, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001. The purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of Tender Opening: Room No. 303, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001 at specified time & date as stated in NIT.
- (g) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently in chamber of AGM (MM-III), O/o. the CGMT, BSNL UP(East) Circle, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001 & at a place notified.
- 15.3 If Offline documents envelope is not sealed and marked as required at Para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS:

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in clause 6 of Section-1 Part A i.e. DNIT.
- 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 of Section-4 Part A 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. They 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(s).

17.0 LATE BIDS:

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

18.0 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 (in case of e-tendering) & physically (in case of manual bidding process) as per clause 6&15 of Section 4 Part A.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER:

- 19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who choose to attend, at time & date specified in clause 7 of DNIT (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).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders, who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

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

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

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

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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

20.0 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.

21.0 PRELIMINARY EVALUATION:

- 21.1 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.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, **the unit price shall prevail and the total price shall be corrected by the purchaser.**
- 21.3 If there is a **discrepancy between words and figures, the amount in words shall prevail.** If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the 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.
- 21.5 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.
- 21.6 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.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids will be done on Total rate arrived in Price Schedule Sec -9 Part- B.
- 22.3 The evaluation and comparison of responsive bids shall be done on **the basis of quoted base price of the services offered excluding GST in the Section-9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.**
 - (a) "Duties & Taxes for which the firm has to furnish GST Challans/Tax Invoices indicated separately in the PO/APO.
 - (b) Vendors should furnish the correct HSN/SAC Classification/Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under provisions/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
 - (c) In case the Duties & Taxes which are not eligible for input tax credit as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is

admissible as per GST Law, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all the documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim credit viz. upload the information on GSTN. However, the purchaser may allow the service provider to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provisions of GST Law.

- (a) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC Classification/ Tariff Head from the CGST/SGST/IGST officer or Custom authority E.D./Customs authority where the HSN or SAC Classification/ Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act./ Customs Tariff notifications.
- (b) "If the supplier fails to furnish necessary supporting documents i.e. Tax invoices/Custom Invoices etc. in respect of the Duties/taxes which are eligible for input tax credit, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm."
- (c) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the supplier.
- (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. registration number, particular of services etc which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the supplier.

23.0 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.

24.0 PLACEMENT OF ORDER:

- 24.1 The Purchaser shall consider placement of orders for commercial services only to those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price.
- 24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 If there are more than two tenderers at the same rates, the tenderer having highest experience in the 7 or 5 years period category (as the case may be) shall proceed to the one having lower experience while deciding ranking for consideration for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out using the highest experience irrespective of criteria of 7 or 5 years period category.
- 24.5 After finalization of tender, award of work to the successful bidders as per distribution, will be issued on the basis of availability of budget/funds and availability of stores.
- 24.6 Bidder (Contractor) shall not accept any work orders which does not have clear mention of work quantity, route/section details and the time period for execution of work. Work orders may be issued quarterly/ half yearly/yearly. Enhance OFC network will be added to the cable route to be maintain in the work order of next month/ next cycle of work order

25 PURCHASER'S RIGHT TO VARY QUANTITIES:

- 25.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- 25.2 In case of extension of quantity of work additional security deposit of the amount of the enhanced quantity of work has to be deposited..
- 25.3 In case of non-satisfactory performance of weekly progress by 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 Circle at the risk and cost of respective bidder.
- 25.4 BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in the running tender/contract within a period of 12 months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

26 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser 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 purchaser's action.

27 ISSUE OF ADVANCE PURCHASE ORDER:

- 27.1 Issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security as well as material security in conformity with the Performa provided with the bid document at Section-7 Part A.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO)/ Letter of intent (LOI) for L-1 quantity as defined in clause above.

28 SIGNING OF CONTRACT:

- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, 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 24.4 & 27.3 of this section.

29 ANNULMENT OF AWARD:

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

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

The decision of BSNL will be final and binding.

30 QUALITY ASSURANCE REQUIREMENTS: As per section 3 part A

31 REJECTION OF BIDS:

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

- (a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per clauses 12.1 & 12.2 and bid validity is less than the period prescribed in clause 13.1 mentioned above.
- (b) Clause 2 & 10 of Section-4 Part 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-4Part A are not enclosed, the bids will be rejected without further evaluation.
- (c) Clause 11.2 (b) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- (d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- (e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- (f) Section-4 Part A clause 9.5 on discount which is reproduced below:
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

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

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

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

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

31.6 BSNL shall be disclosing the reason of rejection of bid upon enquiry made by bidder in writing in Pursuant to GFR 173(iv).

32 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT:

As per Appendix-1 to Section 4 Part A.

33 BSNL'S RIGHT TO BAN BUSINESS DEALINGS

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

34 NEAR-RELATIONSHIP CERTIFICATE:

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units*

In case of proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case bidder being Company/ Limited company the certificate will be given by all the Directors of the company, but excluding following:

- a. 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
- b. full time Directors of PSUs both state and central.

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender / bid submitted 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.

*Unit, shall be taken as following:

- a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- b) In case of any near relative of the bidder being executive (upto AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), the "BSNL unit" is defined as "BSNL as a whole".

34.2 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

35 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

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.

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 BSNL will take action as per Clause-1 of Appendix-1 of this Section.

Note for Tender opening Committee:

- At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are

submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

- The documents/ papers to be submitted in respective bid part have been explicitly stated in Clause-7 of Section-4 Part A.
- This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- These papers will be treated as authentic one, in case of any dispute.

36 Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in- Charge or his designated representative(s) in the site order book and shall affix his / their signature in token of noting down the

instructions and in token of acceptance of measurements /checked measurements, test checked measurements.

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

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

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

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

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

If any dispute arises during the execution of work about interpretation / specifications of any item, the same shall be referred to a committee as notified by BA Head.

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

Appendix-1 to Section-4 Part A

	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	34.3.1 Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	34.3.2 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.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	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.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	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 experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.

	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	<p>i) Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <p>iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order</p>
	(iv) If detection of default after issue of PO/ WO	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <p>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
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.		
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 & 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 & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<p>i) Termination of PO/ WO.</p> <p>ii) Under take purchase/ work at the risk & cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>

4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<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.</p> <p>ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle)	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<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 & SD etc. and by invoking ‘Set off’ clause 14 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>

7	<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>i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</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>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>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>	<p>34.3.3 Termination/ Short Closure of the PO/ WO. 34.3.4 Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. 34.3.5 No further supplies are to be accepted except that required to make the already supplied items work. 34.3.6 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). 34.3.7 In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<ul style="list-style-type: none"> i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<ul style="list-style-type: none"> i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.

11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(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.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(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.</p>	<p>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.</p>
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/ on going works/ AMC / CAMC which will continue along with settlement of Bills.		

SECTION-4 PART B

SPECIAL INSTRUCTIONS TO BIDDERS

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

- 1. Eligibility Conditions:-As per para4 of DNIT & clause10 of Section4 Part-A.**
- 2. Bid Security: As per Clause 5 of Section 1 (DNIT)**
- 3. Preference to make in India**

3.1 Purchaser reserves the right for providing Preference to Make In India telecom products, service and works in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), Order 2017- Revision] along with relevant references from earlier letters, DPIIT Order No. 45021/2/2017-B.E.-II dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019, Order dated 04-06-2020etc along with latest guidelines & amendments, if any.

3.2 Definitions

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement need the minimum local content as prescribed for "Class-I local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
 - (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, needs the minimum local content as prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 revision dt 16.09.2020 but less than that prescribed for "Class-I local supplier" under this order.
 - (iv) 'Non Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
 - (v) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
 - (vi) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey.
- 3.3** Margin of Purchase Preference: means the maximum extent to which the price quoted by "Class-I local supplier" may be above the L-1 for the purpose of purchase preference.
- 3.4** 'Class-I local suppliers/Class-II local suppliers' are required to indicate the 'Local content' for the quoted

telecom products, service and works, in their bid in the format available in Section:7(L)

3.5 Verification of local content

- (a). The 'Class-I local supplier/Class-II Local suppliers' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for Class-I local supplier/Class-II Local suppliers', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier/ Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.
- (d). A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

3.6 Purchase Preference

- (a) Among all qualified bids, the lowest bid will be termed as L 1. If L 1. is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- (b) If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

3.7 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

3.8 Minimum Local Content: The Local content requirement to categorize a supplier as 'Class-I supplier' is minimum 50%. For Class-II Local supplier, the local content requirement is minimum 20%.

4) **Distribution of work** (to be read with the provisions of Preference to Make in India as detailed in clause 3.0 above)

The Purchaser intends to limit the number of technically and commercially responsive **01(One) bidder** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders to be 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

Note :Concurrent application of Public Policy for Micro and Small Enterprises Order, 2012 and Public Procurement(Preference to make in India) Order, 2017 shall be done as per Guidelines issued by Department of Expenditure order No: F.1/4/2021-PPD dated 18.05.2023

- 4.1 **Any bidder may bid in one or more packages or even all the packages however tender award will be restricted to two Package only.**
- 4.2 **In cases bidder is L-1 in more than 02 packages, allotment of work will be done for those two packages in which the bidder quoted rates are the lowest w.r.t. SOR.**
- 4.3 Further if bidder is L-1 and lowest quoted rates are same w.r.t. to SOR, in two or more packages then work will be allotted for the packages with highest estimated cost.
- 4.4 If the two or more bidders are L-1 with same quoted rates in any package the work will be equally distributed among them subject to condition that Part of Package(s) distributed will also be treated as one Package as described below:
Suppose Two Bidders are L-1 in Package-I, then the work of Package-I will be distributed equally between both of them as 50% of the Package-I and that 50% Part of Package-I will be treated as one Package.
- 4.5 Further package (Beyond two packages awarded initially to L-1 bidder, in case bidder stood L-1 in all packages) will be offered to L-2 bidder on L-1 rate and in case L-2 does not agree to accept offer, then that package will be offered to L-3 on L-1 rate and so-on.
- 4.6 **In case a bidder is L1 in more than two Packages, BSNL reserve the right to award more than two packages to that bidder.**

Section- 4 Part C

Instructions for Online Bid Submission

These Special Instructions to Bidders shall supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

1. REGISTRATION

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents

required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. SUBMISSION OF BIDS

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender

documents become readable only after the tender opening by the authorized bid openers.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. E-Reverse Auction

E-Reverse Auction would be conducted on Unit/ total package/ net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event(Typically 1 to 2) Hours
3	Automatic extension of the ‘Reverse-Auction Closing Time’, if last bid received is within a ‘Pre-defined Time-Duration’ before the ‘Reverse-Auction Closing Time’	Yes
3.1	Pre-defined Time-Duration xx Minutes(Typically 05 minutes)
3.2	Time-Duration of Automatic extensionyy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto-Extensionsnn Automatic Extensions. (Typically 03 extensions)
4	Criteria of Bid-Acceptance	‘Beat on Starting last quoted Price’, as well as, ‘Beat on Rank-1 Bid Value’

5	Entity – Start-Price	Unit/ total package/ net cost to BSNL (To be decided by planning cell)
6	Minimum Bid-Decrement(Value in Currency) To be decided by planning cell
7	Display of ‘Pseudo Identity’ of Bidders during bidding period	To all Bidders, as well as, BSNL’s officers.
8	Display of Bidder’s own current Rank	Yes

Note : Parameters at S. No.1, 5 & 6 shall be confirmed after opening & evaluation of Financial bid parts.

6. ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries please call at 24 X 7 Help Desk Number 0120-4200 462/4001 002/4001005

International Bidders are requested to prefix +91 as country code

Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical support-eproc(at)nic(dot)in

Policy Related – cPPP-doe(at)nic(dot)in

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 the maintenance of OFC network of 12F/24F/96F/288F routes & other Works as defined in the Scope of Work in the tender at appropriate places “

The maintenance activity mainly consists of:

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

2. STANDARDS

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

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

3. PATENT RIGHTS

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

4. PRICES:

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.

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

5. SUBCONTRACTS:

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

6. INSPECTION AND TESTS:

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

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

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.

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

7. SECURITY

i) Material Security:

- a. The successful Bidder will have to deposit material security equal to **Rs. 50,000/-** in favour of **“AO (Claim), BSNL, O/o CGMT, UP (East) Telecom Circle, Lucknow”**
- b. The material security shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7(B.1) of this Bid Document or in the form Insurance Surety Bond issued by Insurance Company registered under Insurance Act 1938 & its subsequent amendments, guidelines etc. notified by Government of India in the proforma provided in 'Section-7(B.2) of this Bid Document. Other acceptable forms of Material security are Fixed Deposit Receipt and Account Payee Demand Draft.
- c. The material Security will be a non interest bearing deposit, for any period what so ever.
- d. The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more store has to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the BSNL shall be final and binding.
- e. 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.
- f. The material security shall be released / refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "no dues certificate" from "Engineer-in-charge".

ii) Performance Security:

a) All successful bidders [including MSEs (MICRO & SMALL ENTERPRISES)] who are registered with Appropriate Authority under Ministry of MSME shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order in favour of **“AO (Claim), BSNL, O/o CGMT, UP (East) Telecom Circle, Lucknow”** within 14 days from the date of issue of Advance Purchase Order (APO)/Letter of intent (LOI) by the Purchaser. (The performance security is to be valid for 30 months).

However, if the quoted price is less than the BSNL’s internal estimated cost by 15% or more, the bidder shall be required to deposit 10% of the APO value as PBG.

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.1) of this Bid Document or in the form Insurance Surety Bond issued by Insurance Company registered under Insurance Act 1938 & its subsequent amendments, guidelines etc. notified by Government of India in the proforma provided in 'Section-7(B.2) of this Bid Document. Other acceptable forms of performance security are Fixed Deposit Receipt and Account Payee Demand Draft.

d) 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:

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

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.

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

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 BA Head 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 suo moto 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 BA Head or any officer authorized by him in writing.

10.4 PERIODICITY OF AGREEMENT:

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

11. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

11.1 Measurement:

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

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

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

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

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

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

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.

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.

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

11.2 Inspection, and Quality Control:

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

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

agencies.

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

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

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

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

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

11.3 Testing and Acceptance Testing:

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

11.3.2 Scope of Acceptance and Testing : The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The site incharge shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However if the measurements taking by site incharge are found to be lesser than the measurement recorded by the officer responsible for recording the measurements. The measurement taken by site incharge shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the site incharge without any additional cost to the BSNL.

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

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

12. WARRANTY

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

13. AUDIT AND TECHNICAL EXAMINATION:

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

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

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

14. PAYMENT TERMS:

Procedure for Preparation and settlement of bills:

- a) Payment will be made on quarterly basis on satisfying that the work is done as per the agreement. The following documents shall be submitted by the contractor to the Claim Cell O/o CGMT UP(East) Lucknow for releasing payments by BSNL
 - i) Invoice clearly indicating breakup details of composite price i.e. Basic, GST, Excise duty, any other duties/taxes, freight/packing charges, etc..
 - ii) Relevant PO number and SESs (Service entry sheets) number is to be mandatorily mentioned on the invoice.
 - iii) Copy of EPF & ESI payment challan as applicable.
 - iv) Certificate regarding wages paid by the contractor to all labours employed to execute work.
- b) Against successful completion of work the SES may be obtained by the contractor centrally at BA

headquarters from nodal officer nominated by BA heads by submitting following documents

- 1) Detailed list of OF faults in the section during the month
 - 2) Detailed list of scheduled planned Maintenance works carried out during the month
 - 3) Details of OH alignment works carried out
 - 4) The monthly spare fibers test schedule.
 - 5) Certificate related with no BSNL person employed by him during the contract period
 - 6) Store consumption Report.
- c) The necessary penalty amount will be deducted from the bill by the paying authority in case such penalty is required to be imposed.
- d) 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.
- e) **No interest shall be paid for any delayed payment.**
- f) No. advance payment will be made.

Note :-

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

DELAYS IN THE CONTRACTOR'S PERFORMANCE:

Delay in performance of services shall attract penalty for the Contractor in accordance with the clause 17 below .

15. SHORT CLOSURE OF TENDER:

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

OR

Government OR BSNL's policy changes

OR

Any public interest at large is adversely affected

16. DISPOSAL OF EMPTY CABLE DRUMS:

- The contractor shall be responsible to dispose off the empty cable drums after laying of the cable The competent authority taking in to account the prevailing market rates has fixed the cost of Optical Fiber cable drums. The cost of empty cable drums will be Rs.300/- per drum,

which shall be deducted from the bill, for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.

- Rates fixed for Optical Fiber cable drums are given in Tender Document. The rates are fixed and there is no percentage above or below applicable on these rates.
- The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number cable drums in the bill so that the amount is deducted from the bills due.
- The contractor shall not be allowed to dump the empty cable drums in Govt. /public place, which may cause inconvenience to Govt/Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges (to be decided by BA Heads/GMTDs from the bill/security deposit/any other amount due to the contractor.
- The cost of empty OFC drum will be Rs 300/- per drum. Cost of OFC drum to be recovered shall be Rs.300.00.

17. PENALTY CLAUSE:

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

1. Penalty on SLA Parameters SCHEDULE – C: PENALTY

Sl. No	Parameter	Limits	Amount of penalty in Rs.	Remarks
1	For the Total OFC route in the OA outsourced	One fault per month per 100 km or part thereafter	Rs. 500 per cut beyond permissible limit	
2	Splice loss per fiber	> 0.1 dB	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	(i) < 4 Hrs for Urban area (ii) < 6 Hrs for Rural area	Rs. 1000 for next 4 hrs and Rs 5000 for each additional 8 hrs .	MTTR Penalty calculation : Hours for penalty = [Total repairing time for all faults (in Hours) –(No. of Urban area faults x 4 + No. of Rural area Faults x 6) (in Hours)]

Note: SLA will be settled on monthly basis.

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

1	Supply of New 24F OFC.
2	Supply of New PLB pipes with accessories

- 3 **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 bills.
- 4 **Jointing penalty:** If contractor or bidder does not make joints as per standard and specifications of tender term and conditions, a penalty of Rs 7,500/- per joint will be deducted from the bill.
- 5 **Third Party Damage:** If the bidder damages other Private Service providers 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.”

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

A. To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 500 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than a day in case of cable laying by digging paved surfaces. In the event of contractor falling to comply with, these conditions, a penalty of recovery up to Rs 300/- per day for the period the trench is kept open beyond the time limit allowed may be imposed by the BSNL. This penalty will in addition to that payable for delay or slow work.

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

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

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

6	200	20,000	7,000
7	400	20,000	11,000
8	800	40,000	13,000
9	1200	75,000	17,000

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

ii. Besides the above penalty, the contractor shall carry out such repairs for restoration of the damaged cable free of charge. The cost of jointing kit shall also be borne by the contractor. If contractor fails to repair the damage, the cost of repair (including cost of labour + Jointing kit) shall be recovered from the contractor.

7) **Overall limit of penalty:**

Maximum penalty in any given month will be limited to maximum 25% of the monthly bill amount. The performance will be reviewed quarterly. In case it is found that performance is below satisfactory the actions will be taken as per tender clauses. For reviewing the above, penalty imposed will be a major criteria. If penalty imposed is 25% or more the performance will be treated as poor.

17.1 Failure Clause:

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

17.2 Withdrawal of work:

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

18 TERMINATION FOR DEFAULT:

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

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

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

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

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

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

18.6 If the Contractor makes false claim(s) towards charges, commission, incentives, refunds,

credits, warranty claims or submits false financial information/reports or any other data including but not limited to the Services, reports or maintenance required by BSNL.

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

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

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

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

18.11 BSNL may also terminate any Work Order (if applicable) here under upon written notice of fifteen (15) days to the Contractor / vendor without any liability, if the Contractor is in breach of any material obligations contained in the relevant Work Order. For the avoidance of doubt, the termination of any individual Work Order shall not amount to automatic termination of the

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

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

18.14 Termination in pursuant above, shall be without prejudice to other rights of BSNL available under law or contract.

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

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

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

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

19 TERMINATION FOR INSOLVENCY:

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

20 INDEMNITIES:

20.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost damages, changes claims and demands of every nature and descriptions, brought or procured against the BSNL its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any

other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligation or in protecting or endorsing its right in any suit or 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 protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

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

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

21. FORCE MAJEURE:-

21.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

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

22. ARBITRATION:

ARBITRATION (Applicable in case of supply orders/Contracts with company's, 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:

(a) A party wishing to commence arbitration proceeding shall invoke 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.

(b) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
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 the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(c) Neither party shall appoint its serving employee as arbitrator.

(d) 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 proceed de novo.

(e) Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(f) 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. [29B] Fast track procedure:

(i) 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).

(ii) 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.

(iii) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- 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;
- 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;
- 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.

- (iv) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (v) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.
- (vi) 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.]
- (g) 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)
Up to 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.

- (h) 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.

- (i) The Arbitration proceeding shall be held at Lucknow.
- (j) 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.

23 SET OFF:

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

24 COURT JURISDICTION

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

25. LIEN:

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

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

26. INDEMINIFICATIONS:

26.1 The Contractor shall indemnify and keep BSNL indemnified from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees) relating to or resulting directly or indirectly from; (a) an act or omission of the Contractor, its employees, agents, or any third party in the performance of the Services under this Agreement; and/or (b) breach of any terms of this agreement; and/or (c) breach of any representations or warranties given by the Contractor under this Agreement; and/or (d) infringement of any intellectual property rights or any third party intellectual property rights; and/or (e) non-compliance of statutory provisions, laws and rules; and/or (f) breach of insurance liabilities in respect of Services provided under this Agreement; and/or (g) breach of insurance liabilities in respect of equipments, tools and all other materials supplied by BSNL to Contractor (h) non-payment of taxes which are the obligations of the Contractor under this Agreement. The Contractor shall further indemnify, defend and hold BSNL harmless and their officers, employees and assignees and authorized representatives against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, costs and expenses of whatsoever kind or nature, including those arising out of damage to property (including but not limited to property of third parties), accident, injury to or death of workmen/persons (including but not limited to the Contractor's employees) whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or of any one acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement.

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

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

27. APPOINTMENT OF OTHER AGENCIES FOR RE-EXECUTION:

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

28. NO PUBLICITY:

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

29. COMMUNICATION AND REPORTING:

29.1 Communication:

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

29.2 Authorized Representatives:

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

29.3 Notices:

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

29.4 Reporting:

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

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

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

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

30. CONFIDENTIALITY:

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

- (i) to the extent that the disclosure is necessary to key persons on a need to know basis for the provision of the Services Provided that those persons to whom such information is supplied are bound by confidentiality obligations of the agreement;
- (ii) to comply with the applicable law or regulation;
- (iii) to the extent applicable to enable a Party to properly perform its obligations under the Agreement; or
- (iv) to disclosures by the party receiving Confidential Information pursuant to a court order, administrative contractor and/or other governmental body provided however that the receiving party shall promptly provide notice of such disclosure to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

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

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

31. INTELLECTUAL PROPERTY RIGHTS:

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

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

any other Intellectual Property used or claimed by BSNL.

31.3 During the term of the Agreement, the Contractor may be authorized to use BSNL's trademarks, logos and trade names, but only in connection with the Scope of Services

as set out in the Agreement. The Contractor's use of such trademarks, logos and trade names shall be in accordance with the guidelines issued by BSNL from time to time.

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

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

31.5 BSNL reserves the right of prior review and approval of the Contractor's use of BSNL's Intellectual Property including but not limited to any trademarks, logos and trade names as well as all relevant advertisement material in each instance. The Contractor shall not publish, nor cause to be published any advertisement, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, good will or reputation of BSNL. The Contractor shall indemnify and keep indemnified BSNL against any third party claim arising out of or in relation to such advertisements or oral or written representations which might confuse, mislead or deceive the public or which are otherwise detrimental to the name, good will or reputation of BSNL.

32. REPRESENTATIONS AND WARRANTIES:

32.1 Warrants of Contractor

(a) Contractor represents and warrants that:

- (i) it has and will continue to have and to use, the skills, qualifications and experience to provide the Services in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with the Agreement;
 - it has full corporate power and authority to enter into, perform and observe its obligations under the Agreement: and
 - that the execution, delivery and performance of the Agreement has been duly and validly authorized by all necessary corporate action and it does not violate the governing documents or any law or material agreement applicable to it.

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

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

33. INSURANCE AND LIMITATION OF LIABILITY:

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

- (a) Worker's Compensation Insurance and Employee's Liability Coverage equivalent to the minimum amount required by law;
- (b) Professional Indemnity Insurance in respect of legal liability arising from breach of professional duty by reason of any negligent act, error or omission;
- (c) Public Liability insurance covering claims arising out of the performance or failure to perform the Services in the Agreement in respect of damage to real or personal property and injury to or death of persons;
- (d) Appropriate insurance policies to cover third party claims including cross liability;
- (e) Appropriate insurance policy to cover the value of equipments, tools and all other material given by BSNL to Contractor;
- (f) In case of emergency / mishap the Contractor has to release the substantial amount of payment to the concerned person or his relatives to take care of the emergency situation and recover later through insurance etc.

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

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

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

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

34. DISPUTE RESOLUTION:

- (a) The Parties agree to cooperate and conduct in good faith such discussions and negotiations as may be necessary or desirable to amicably resolve any dispute which may arise between them.
- (b) If they are unable to resolve within twenty (20) working days of the relevant meeting of the Parties' senior representatives for whatever reason, then either party may refer such dispute to a sole arbitrator as appointed by BSNL. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

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

35. COMPLIANCE WITH LAWS:-

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

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

36. INTERPRETATION:

In the Agreement unless the contrary intention appears:

- (i) a reference to the Agreement includes any variation or replacement of the Agreement and includes all Schedules, Annexure attached to the Agreement and any documents that have been incorporated by reference as on the date of execution of the Agreement, and any new Schedules, Annexure and exhibits that may be added to the Agreement as mutually agreed upon by the Parties;
- (ii) a reference to a statute, ordinance, code or other law included regulations and other instruments made under it an consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice-versa, words including one gender include other genders;
- (iv) heading and marginal notes have been inserted for guidance only and do not form part of the context;
- (v) a reference to a thing (including, without limitation, any amount) is a reference to the whole or any part of that thing and a reference to a group of persons is a reference to any two or more of them collectively and to each of them individually;
- (vi) person includes a firm, a company, partnership, joint venture, association, corporation or other body corporate, a person, an unincorporated association or an authority;
- (vii) a reference to a body or authority which has ceased to exist includes the body or authority which now serves substantially the same objects as the body or authority referred to;
- (viii) If a period of time is specified to:
 - (a) start from a given day or the day of an act or event, it must be calculated including that day; or
 - (b) be after a given day or the day of an act or event, it must be calculated excluding that day; or
 - (c) be to or until a given day or the day of an act or event, it ends on the day before that day.

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

GENERAL

- a. The special conditions of contract shall supplement the 'Instruction to the Bidder' & General (Commercial) Conditions of the Contract as contained and wherever there is a conflict, the provision herein shall prevail over those Sections.
- b. Bids shall be evaluated in totality, which is, the L1 bidder (Lowest price), shall be arrived at, after totaling all the items in the PRICE SCHEDULE.
- c. BSNL shall have the absolute right to award the work either per item of work or all items of work given in PRICE SCHEDULE of tender document, at its discretion. Whereas the bidders shall quote for all the items of the PRICE SCHEDULE of the tender document. Bidders quoting in partial for certain items only, will be summarily rejected. However the work will be awarded route wise/ section wise to a single agency for all the items/ selected items.
- d. The agreement shall be in force for a period of one year's initially, which may be extendable by BSNL for a further period of up to one year on the same terms and conditions, including Service Level Agreement (SLA) parameters, in writing, with mutual consent.
- e. In the event of detection of any malafide actions on the part of the contractor, the works/ items of work assigned to the contractor shall be withdrawn at any point of time, in full or in part, even during the currency of the contract, without notice
- f. BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations. BSNL also reserves the right to blacklist a bidder for a period of 2 years in case, if he fails to honor his bid without sufficient grounds.
- g. BSNL will evaluate and judge the performance of the contractor based on the overall execution of the contract and in particular on meeting the SLA parameters. BSNL may award further works to the contractors based on the achievement of SLA parameters over a period of time.
- h. The terms and conditions of the contract are subject to modification by mutual agreement based upon the request of BSNL. In case of no agreement being reached in such case, BSNL reserves the right to terminate the contract as per the provisions of the contract.

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

2. LABOUR WELFARE MEASUREMENT AND WORKMAN COMPENSATION:

2.1 Obtaining License before commencement of work:

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

2.2 Contractors Labour Regulations:

a) Working Hours

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

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

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

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

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

b) Display of Notice Regarding Wages Etc.

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

c) Payment of Wages:-

The contractor shall fix wage period in respect of which wages shall be payable. No wage period exceed one month.

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

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

All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is 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 shall 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-in-charge under acknowledgement.

It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized 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 authorized representative of the engineer - in - Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:

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

d) Fines and deductions which may be made from wages

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

Fines

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

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

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

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

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

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

Labour records

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

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

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

Register of accidents –

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

- a. Full particulars of the labourers who met with accident.
 - b. Rate of wages
 - c. Sex
 - d. Age
 - e. Nature of accident and cause of accident
 - f. Time and date of accident
 - g. Date and time when admitted in hospital
 - h. Date of discharge from the hospital
 - i. Period of treatment and result of treatment.
 - j. Percentage of loss of earning capacity and disability as assessed by Medical officer
 - k. Claim required to be paid under Workmen's Compensation Act.
 - l. Date of payment of compensation. Amount paid with details of the person to whom the same was paid.
 - m. Authority by whom the compensation was assessed.
 - n. Remarks.
- A. The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971 The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- B. The contractor shall maintain a **Register of deductions for damages or loss** in Form XX of the CL (R&L) Rules 1971.
- C. The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&L) Rules 1971.
- D. The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971.

Attendance card-cum wage slip

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

- (a) The card shall be valid for each wage period.
- (b) The contractor shall mark the attendance of each workman on the card twice

each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

- (c) The card shall remain in possession of the worker during the wage period under reference.
- (d) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (e) The contractor shall obtain the signature or 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

INSURANCE:

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

COMPLIANCE WITH LAWS AND REGULATION:

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

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD 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. 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.

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

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

Date:

Signature of Tenderer

Place:

Name of Tender

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.3 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL unit as defined in the clause in the tender Enquiry, on Near relationship.**

OR

*Following are the details of near relative working with the BSNL.

S.No	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor / Partners/ Directors of the tenderer entity

with date and seal

6 (D) PAYMENT INSULATION UNDERTAKING

I/We undertake that I have sufficient capital resources to execute the scope of this tender and will make due payment to our firms labour / employees assigned to execution of this tender ,as per laws every month, insulating it with the payments from BSNL. I/We also under take to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of bidder with Seal

Name of the bidder

Station:

Date:

SECTION- 7

PROFORMAS

7(A.1) 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 _____, BSNL, (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:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL----- stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL----- reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL----- in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL----- any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL----- under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL----- Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNLUPE under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL----- demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “-----.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers.....

7(A.2) BID SECURITY IN FORM OF INSURANCE SURETY BOND

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s R/o
(Hereafter referred to as Principal) has approached us for giving a Surety of Rs./-
(hereafter known as the “Surety Amount”) valid up to/...../ 20..... (hereafter known as the
“Validity date”) in favour of(CGMT, UP(E) Telecom Circle Hazratganj
Lucknow)(Hereafter referred to as BSNL) for participation in the tender of work
of..... vide tender no.

Now at the request of the Principal, We Insurance Company Limited, registered under the
Insurance Act, 1938, with its Corporate office, and
Registered/Head Office (the
“Surety”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2)
(i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January,
2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety 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 Principal of any of terms or conditions contained in the said tender Agreement or by reason of the Principal’s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the “Surety Amount”.
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Principal 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 Principal shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety 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 Surety thereafter.

5. We the Surety 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 tender Agreement or to extend time of performance by the said Principal 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 Principal and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Principal or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Principal or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:
 - (a) The liability of the Surety under this Surety bond is restricted to the “Surety Amount” and it will remain in force up to its Validity date specified above.
 - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker’s Cheque in favour of “AO (Cash) O/o CGMT, UP(E) Telecom Circle Lucknow” payable at Lucknow or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:

Date: (Signature of the Insurance Company Officer)

Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:

Name of the officer:

Designation:

Official Email ID:.....

Complete Postal address of Insurance Company:

Telephone Numbers

Fax numbers

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

.....

7(B.1) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas -----BA R/o

.....(hereafter referred to as BSNL---) has issued an APO no. Dated/...../20.... awarding the work of to M/s

.....R/o (Hereafter referred to as "Bidder") and BSNL---- has asked him to submit a performance guarantee in favour of -----BA of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We Bank

.....Branch having

..... (Address) and Regd. office address as

..... (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

- 2. We, "the Bank" do hereby undertake and assure to the BSNL----- that if in the opinion of the BSNL-----, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL----- the said sum limited to P.G. Amount or such lesser amount as BSNL----- may demand without requiring BSNL----- to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
- 3. Any such demand from the BSNL----- shall be conclusive as regards the liability of Bidder to pay to BSNL---- or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL----- regarding the claim.
- 4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
- 5. The Bank further agrees that the BSNL---- shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL----- against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL----- or any indulgence by BSNL---- to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
- (b) The guarantee shall stand completely discharged and all rights of the BSNL----- under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL----- demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) ----- " payable at -----.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7(B.2) for Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,

Surety Bond No :
Surety Bond Issue dt :
Surety Bond Amt (INR) :.....
Bond Valid up to :
Bond Claim Period :

Dear Sir / Madam,

Whereas (hereafter referred to as **BSNL**) has issued an APO/AWO no.
..... Dated awarding the work of
..... (the "Agreement") to M/s, R/o
(hereafter referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of
.....(e.g. **CGMT, UP(E) Telecom Circle Hazratganj, Lucknow**) of INR
(hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

- 2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations thereunder, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond 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 Surety to pay the same.
- 3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal 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 Principal and BSNL regarding the claim.
- 4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
- 5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or

any indulgence by BSNL to Principal 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 Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o CGMT UP(E) Telecom Circle Lucknow" payable at Lucknow or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR **(Rupees: Only).**
2. This Surety Bond shall be valid upto(Validity date)
3. Further a claim period of **3 (three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:

.....
.....
.....
.....

Telephone Numbers

Fax numbers

Email ID (only official Email ID).....

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 Mr. / Ms.&Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

7(D) SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT

S. No.	Type of Work as specified under clause 4.10 of Section-1 Part A)	BSNL, MTNL, DOT, or State/Central Government departments/P SUs/Private Telecom Operators/Tel ecom Infra Provider Name, Place and Address	PO No and Date	Details of Success full completion certificate by end user /client	Amount of Work (in Rs)	Year (Period) of completion of work	Reference Page No in Bid documents (from -to)
1							
2							
3							

Signature of the Bidder
With date and seal

7(F) CLAUSE-BY-CLAUSE COMPLIANCE & NO DEVIATION STATEMENT

Sl.	Clauses	Clause by Clause compliance	No Deviation Statement
(A)	B	C	D
1	All clauses of “General Commercial Conditions “of Section-5 Part-A		
2	All clauses of Scope of Work, requirement of quantity, SOR (Section-3 Part A, B & C)		
3	All clauses of “General Instruction to Bidders” of Section-4 Part-A		
4	All clauses of “Special Instruction to Bidders” of Section-4 Part-B		
5	All clauses of “E-tendering Instruction to Bidders” of Section-4 Part-C		

- The bidder should mention **‘FULLYCOMPLIED’** in the column ‘C’
- and **“ No Deviation”** in Column “D” ,
- If column “C” left blank and the bidder signs this page of the document will be treated as full compliance &
- If column “D” left blank and the bidder signs this page of the document will be treated as No Deviation.

Place:.....

Signature of Bidder

Along with date & Seal

7(G) Certificate to be submitted by Bidders in pursuant to Rule 144(xi) GFR 2017.

(On Company's Letter Head)

-

Reference 1: BSNL Tender Enquiry No.

Reference 2: Department of Expenditure Office Memorandums (OMs) No. F.7/10/2021-PPD(1) dated 23.02.2023 and its subsequent Clarification/Amendment if any.

I, in capacity of authorized signatory of M/s..... having Regd. office at being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause under Rule 144(xi) of the General Financial Rules (GFRs) 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I, hereby, further certify that this bidder is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

7(H)-DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES

I,.....S/o /W/o of Shriand proprietor/Director/Partner of M/s.....do hereby affirm and declare as under:

1. That I, the sole prop./partner/Director of M/s (Supplier) has never been debarred and/or blacklisted by any GST authority and am not having any ongoing litigation or court cases pending or any other suite related to GST.
2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the Supplier shall be terminated immediately and the Supplier shall be liable to be black listed/debarred for future works/contract with BSNL. Any such action however be without prejudice to BSNL’s rights under the law.
3. In case supplier gets Blacklisted by GST authorities during the tenure of contract with BSNL, supplier indemnifies BSNL from any monetary loss caused due such blacklisting i.e Loss of input credit claim etc and ensures that such loss will be paid to BSNL by the supplier.

(Signature with Office Seal)

Date:

Location:

Witnesses:

(1) Signature-

Name.....
S/o.....
Address.....
.....

(2) Signature-

Name.....
S/o.....
Address.....
.....

7(J) NO DEBAR/ BLACKLISTED DECLARATION

I /We..... hereby declare that my/our firm has/have not been Blacklisted / debarred for taking part in tender by State Government/UT/Govt. Of India/ any PSU. I/We also declared that my/our firm is not under process of debarring by State Government/UT/Govt. Of India/ any PSU. I/We am/are aware that any suppression of facts in this regard/breach of this condition/clause would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held.

Signature of Tenderer

Name of Tenderer
Capacity in which signing

7(L) - Format for Self-Certification regarding Local Content (LC) for Telecom Product/Service or Works

Date:

Certificate to be submitted by Bidders in pursuant to Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India),

(On Company's Letter Head)

-

Reference 1: BSNL Tender Enquiry No.

Reference 2: Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), and its subsequent Clarification/Amendment if any.

I, in capacity of authorized signatory of M/s..... having Regd. office at being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and the bidder is Class-I Local Supplier having **minimum local content of 50%** as per Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), and its subsequent Clarification/Amendment if any.

Signature of Tenderer

Name of Tenderer

7(E) - MATERIAL SECURITY BOND FORM

Whereas(hereinafter called "the contractor") has been awarded the contract of cable maintenance work as per tender number _____ know all men by these presents that We.....of.....having our registered office at _____(hereinafter called the "the contractor") are bound unto------(hereinafter called "the BSNL") in the sum of-----for which payment will and truly to be made of the said BSNL, the bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

- 1) If the contractor is unable to keep stores issued to him, properly, i.e. the store provided to the contractor, by the BSNL are damaged or
- 2) The stores issued to the contractor by the BSNL are stolen or
- 3) The contractor is not able to provide proper account of the stores issued to him/her/them by the BSNL.

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

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

Signature of the bank

Signature of the Witness

Name of Witness Address

of Witness

7(N) - PROFORMA OF AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value as per prevailing Govt. guidelines)
AGREEMENT FOR MAINTENANCE OF OPTICAL FIBER CABLE (OFC) ROUTES

This agreement for Maintenance of OFC Route in BA.....(name of BA) (“Agreement”) is entered in to

~~BETWEEN~~ BSNL (Bharat Sanchar Nigam Limited), a Government of India Enterprise (hereinafter referred to as “BSNL” which expression shall, unless it is repugnant to the subject or context thereof, include its successors, affiliates and permitted assigns)

M/s (Contractor) **AND**
(Whereas BSNL and Contractor shall hereinafter be jointly referred to as the ‘Parties’ and individually as a ‘Party’ to this Agreement).

WHREAS

A. BSNL is A Govt of India Enterprise to establish, operate and maintain telecommunication facilities and to provide telecommunication services and other related value added services, in various telecom circles in India.

B. **BSNL in connection with providing telecommunication services has established an optical fiber cable network (“OFC”) and** intends to appoint the Contractor (as defined hereinafter) for the purpose of Maintenance of the OFC routes, as defined in **Schedule -A** hereunder, on terms and conditions set forth in this Agreement.

C. Based on BSNL tender terms and conditions and on the acceptance of the same by the Contractor and has issued a letter of intent (“LOI”) dated to the Contractor. A copy of LOI issued to Contractor is enclosed as Annexure-I.

D. In pursuance of the above, BSNL has agreed to avail the Services of the Contractor on exclusive basis and the Contractor has agreed to provide the same, on terms and conditions as contained herein below.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION AND INTERPRETATION: As per Section 4 Part A.

2. SCOPE OF AGREEMENT:

The scope of Services to be provided by the Contractor includes the maintenance activity mainly consists of:

- i) Preventive maintenance of OF routes
- ii) Corrective maintenance of OF routes
- iii) Scheduled and planned Maintenance of OF routes etc.

Contractor shall undertake to provide the Services in accordance with the terms and conditions mentioned in this Agreement and those contained in the tender document and LOI.

BSNL reserves the right to execute the maintenance work on its own without assigning any reason there of and let other Agencies to provide their services in respect of (a) OFC construction work (b) shifting work of OFC; or (c) extension of OFC; and / or (d) any other related work. BSNL shall under such circumstances issue relevant “Work Order(s)” to chosen contractors for the performance and execution of such work notwithstanding any provisions to the contrary contained in this Agreement.

3. **RATES:** BSNL undertakes to pay OFC maintenance charges as per agreement on monthly basis.

4. OBLIGATIONS OF CONTRACTOR:-

4.1 Once the Contractor has been issued an LOI by BSNL, the Contractor is bound by the terms of its offer and this Agreement as the governing document between the Parties.

4.2 The charges quoted by the Contractor shall be construed to be based on Contractor's own knowledge and judgment of the conditions and hazards involved in the work to be performed. BSNL is not responsible for any assumptions made by the Contractor for arriving at any type of costing or pricing.

4.3 BSNL shall at all times benchmark the performance of the Contractor to the expected service levels as laid down in Schedule -A. In case of any deviation from the requirements or standards in this Agreement, the Contractor must make good the same at no extra cost to BSNL and shall be liable to pay penalties.

4.4 The Contractor shall undertake to make allowances for all contingencies in the contract price and shall not raise any additional claims or objections against BSNL in respect of any matters including but not limited to on account of nature of work, site conditions, right of way, surface and water conditions, claims for labour, equipment, materials and all other related issues.

4.5 The Contractor shall undertake that all the pocket expenses, travelling, boarding and lodging expenses for the Term of this Agreement shall be included in the Contract Price. No extra costs on account of any items or services shall be payable by BSNL.

4.6 The machinery, tools, equipments and / or materials of BSNL, either on route or at site, kept in the custody of the Contractor shall be maintained at the cost of the Contractor for the Term of this Agreement. The Contractor shall at all times be responsible for its safe custody and will be liable for any damages to such tool, machinery, equipment and materials of BSNL. The Contractor further undertakes that it shall have no right or claim including but not limited to right of lien over such machinery, tools, equipments and / or materials of BSNL for any reasons whatsoever arising under this Agreement.

4.7 The Contractor shall undertake to engage qualified and efficient workers and to complete the work strictly in conformity with the plans, drawings, and time-frames provided by BSNL. The Contractor further undertakes to provide immediate efficient replacement in case of non- performance by any of the worker / staff provided by the Contractor.

4.8 The Contractor shall undertake at all times to be solely liable to pay the salaries, wages and allowances, provident fund, employees state insurance as required under law for it's staff and workers.

4.9 The Contractor shall undertake to strictly adhere to the terms of this agreement including the Schedules and any relevant Annexure subject to BSNL's instructions.

4.10 The Contractor shall undertake at all times work in co-ordination with BSNL's representative/supervisory staff and such other authorized personnel, other vendors and that of any other relevant body, as may be required for the purpose of this Agreement.

4.11 The Contractor further undertakes to submit reconciliation statement of materials issued to Contractor on every 15 days.

4.12 The Contractor shall provide the entire infrastructure and work force under this Agreement exclusively for BSNL's use and the said infrastructure / work force shall not be used by Contractor for any other purpose or for any other company / entity / person in any manner whatsoever.

4.13 The Contractor shall, throughout the Term of this Agreement and throughout the duration of any Work Order(s) (wherever applicable), shall *interalia* remedy any defects arising therein, and take all reasonable steps to protect the environment on and off the route, avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of it's method of operation or any other reasons attributable to the acts and omissions of the Contractor and it shall be exclusively liable and responsible for the same.

5. BANK GUARANTEE:As per clause 7 of Section 5 Part A.

6. PAYMENT TERMS, PENALTIES AND AWARDS:

It has been agreed by the Contractor that all payment terms, penalties and awards that are applicable in relation to the Services provided by the Contractor under this Agreement shall be in accordance with the terms and condition specified in the tender document..

7. TAXES, LICENCES AND PERMITS:

7.1 As part of the Contract Price, the Contractor shall, in connection with providing the Services, excluding service tax, applicable levies (excluding works contract tax) as existing, increased or modified from time to time and shall also include any other statutory levies in respect of provisioning of such Services. The Contractor shall cooperate with and render all necessary assistance to BSNL to enable BSNL to avail of and / or recover other indirect taxes, duties and the like. In the event that work contract tax is applicable, BSNL shall deduct from the Contractor and will deposit the same with the appropriate authorities or the relevant body.

7.2 The Contractor shall and at all times be solely liable to pay the personal income taxes in respect of their staff and / or provident funds, employees state insurance and other statutory charges as required under law.

7.3 All licenses and permits required by the Contractor for the execution of the work and / or provision of Services under this Agreement shall be directly obtained by the Contractor. Any extra charge that may be incurred by the Contractor for maintaining or renewing any license or permit shall be to the account of the Contractor without any extra costs to BSNL.

7.4. Payment of ROW charges: - Obtaining permission from the concerned authorities, by paying relevant ROW Charges on behalf of BSNL for works mentioned above is the responsibility of the bidder (contractor). Application for ROW will be signed by BSNL authorities. Prior and proper approval of Business Area Head of BSNL area for the value of ROW charges is a must before payment to be made by the bidder (contractor) to the concerned authorities. However, these charges will be reimbursed by BSNL on submission of valid documentary proof of payment and other relevant documents by the contractor during bill submission.

8. TERM OF THE AGREEMENT: As per clause 10.4 of section 5 Part A.

9. TERMINATION: As per clause 18 and 19 of section 5 Part A.

10. SUB-CONTRACTING AND ASSIGNMENTS: The Contractor **shall not sub-contract** or assign any part or the whole of the work under this Agreement or any Work Order(s) (wherever applicable).

11. LIEN: As per clause 25 Section 5 Part A.

12. INDEMINIFICATIONS: As per clause 26 Section 5 Part A

13. APPOINTMENT OF OTHER AGENCIES FOR RE-EXECUTION: As per clause 27 Section 5 Part A

14. NO PUBLICITY: As per clause 28 Section 5 Part A

15. COMMUNICATION AND REPORTING: As per clause 29 Section 5 Part A

17. CONFIDENTIALITY: As per clause 30 Section 5 Part A

18. INTELLECTUAL PROPERTY RIGHTS: As per clause 31 Section 5 Part A

19. REPRESENTATIONS AND WARRANTIES: As per clause 32 Section 5 Part A

20. INSURANCE AND LIMITATION OF LIABILITY: As per clause 33 Section 5 Part A

21. FORCE MAJEURE: As per clause 21 of section 5 Part A.

22. DISPUTE RESOLUTION: As per clause 34 Section 5 Part A

23. COMPLIANCE WITH LAWS:- As per clause 35 Section 5 Part A

23. INTERPRETATION: As per clause 36 Section 5 Part A

24. INCONSISTENCIES:

a) In the event of any conflict or inconsistency between the terms, conditions of a Schedule to the Agreement or other attachment to the Agreement and / or LOI, to the extent possible such provisions shall be interpreted so as to make them consistent. If it is not possible to interpret the provisions to make them consistent, the provisions of the main body of the Agreement shall prevail to the extent of the inconsistency.

b) To the extent that the Services include regulated activities, the requirements of the relevant legislation will, in the event of any conflict or inconsistency with the terms of the Agreement, prevail to the extent of the conflict or inconsistency.

25. CONSTRUCTION:

The Agreement was drafted with the joint participation of the Parties and shall be construed neither against nor in favour of any one Party but rather in accordance with the fair meaning thereof.

26. SEVERANCE:

Any provision of the Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of the Agreement, and, if reasonably practical, will be replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.

27. ADDITIONAL TERMS:

For the avoidance of doubt, any additional terms or conditions in a Schedule, Annexure including any variations or amendments agreed by the Parties and recorded in writing will be a part of the Agreement and apply to the Services which are the subject of that Schedule, Annexure or any other documents incorporated by reference, Terms and conditions of Tender document ,LOI, work order , Terms and definitions in the Agreement shall have the same meaning as this Agreement, unless expressly stated otherwise.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SET THEIR RESPECTIVE HANDS TO THESE PRESENTS AND DUPLICATES HEREOF ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

BHARAT SANCHAR NIGAM LIMITED

CONTRACTOR'S NAME

SIGNED

SIGNED

Witnesses:

Witnesses:

Witness 1:

Witness 1:

ANNEXURE-I: FORMAT of LOI (Letter of Intent)

NO. _____

Dated: _____

Sub: - Placement of LOI (Letter of Intent), for OFC maintenance in BSNL. Ref: -

Dear Sir,

On behalf of BSNL, Letter of Intent is hereby issued for Maintenance of OF cable route in respect of -----
----- (--- RKM) in ---- to fulfill the following terms and conditions.

- 1) The contractor has to submit a performance Bank Guarantee of Rs. _____ valid for a period of _____. The said BG shall be furnished by you from a nationalized bank/Scheduled bank within 14 days in accordance with the BSNL format as per Section 7(A) of the tender document.
- 2) Unit rate of the item shall be as per annexure; thereby total value of the order shall be Rs. _____ (as per annexure). The prices are firm, inclusive of all levies and taxes, excepting Service Tax.
- 3) The services rendered will be strictly in accordance with the specifications laid down by the BSNL in the above referred tender.
- 4) The works should commence within _____ days from the date of issue of detailed work order.
- 5) You are requested to convey your acceptance within 7 days along with PBG as per condition (1) above and enter into an agreement within 15 days of issue of LOI, failing which this offer is likely to be treated as cancelled.

Yours faithfully,

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/ Manufacture

.....

.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm /
(Tick the correct choice) Private limited company/Joint Venture.

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

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

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. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address
:

.....
.....

10. 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.

B) Questionnaire :

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

1.1 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.

2.1 If Yes, Give details:

.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm Within the scheduled delivery period.

4. Suggestion for improvement of the 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 No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe 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 **150 (One Hundred Fifty)** 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 @ 5% or more (as the case may be) as per clause 7 Section-5 Part A 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 thereof in your notification of award shall constitute a binding contract between us.

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

Intentionally Blank

SECTION-9 Part-B
Financial Bid
Schedule for Quoting the Rates

Tender Inviting Authority : DGM(NWP-CFA), BSNL, Office of the CGMT, U.P.(East) Telecom Circle, 3rd Floor, Door Sanchar Sadan, Laplace, Shahnajaf Road, Lucknow-226001.

Name of Work : Tender for SLA Based Comprehensive Maintenance of Optical Fiber cable and its associated works as defined in Scope of work in different OAs of Gorakhpur BA under Uttar Pradesh East Telecom circle.

Tender No. : UPE/MM/SLA Based OFC Mtce./BA GKP/OA wise/2024-25 Dated: 05-09-2024

Bidder's Name:

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Note for bidder :

1. Evaluation of the tender will be on individual package basis estimated quantities as per price offered in the financial bid. Any bidder may bid in one or more packages or even all the packages, however tender award will be restricted to **Two Packages only** as per clause 4 of Section 4 Part B.
2. Bidder must mandatorily quote GST as admissible.
3. The bidder who submits the offer with concessional GST shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
4. In case, dealer is registered under composition scheme or any rule/ notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in col 09 to 10 & 12.
5. Bidder must mandatorily mention HSN & SAC numbers.
6. Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods and Service tax (GST). GST will be paid extra, as applicable

Declaration by bidder :

1. "We hereby declares that in quoting the above price, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f 1 July 2017 and further extended on more items till date."
2. "We hereby certify that HSN/ SAC shown in column 7 are correct & credit of GST for the amount shown in column 12 above are admissible as per GST Laws."

SL. No	Item Description	Business Area Covered	Estimated Work Quantity	Unit	Total Estimated cost for Package excluding GST Rs. P	HSN/ SAC	Basic Unit Price of package excluding GST In Figures To be entered by the Bidder	GST (IGST or CGST + SGST) Rate(as % of Basic)	G S T A m o u n t i n R s . P	All Inclusive Unit Cost in Rs. P	Amount of ITC to be availed by BSNL in Rs. P	Unit Price of package excluding ITC Amount (net unit cost to BSNL) in Rs. P	Total price of package inclusive of all levies & charges but excluding ITC (net total	TOTAL AMOUNT with Taxes
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							r in Rs. P						cost) in Rs. P	
1	2	3	4	5	6	7	8	9	10 = 9x 8	11= 8+1 0	12= 10	13=11- 12	14=4x 13	15=4x 11
Name of Work	Tender for SLA Based Comprehensive Maintenance of Optical Fiber cable and its associated works as defined in Scope of work in different OAs of Gorakhpur BA under Uttar Pradesh East Telecom circle													
1.1	Package-I	Azamgarh OA& Mau OA	1	A U	2666016									
1.2	Package-II	Deorai OA & Ballia OA	1		2646768									
1.3	Package-III	Gorakhpur OA & Basti OA	1		2952816									

Seal & Signature of Bidder