

BID DOCUMENT

**TENDER
FOR RATE CONTRACT**

**FOR
FTTH CUSTOMER PROVISIONING**

**BY
EXTENSION OF DROP FIBRE
INCLUDING**

SUPPLY AND INSTALLATION OF ALL MATERIALS FOR BLOCK WIRING IN HIGH RISE APARTMENTS / IT HUBS , BUILDINGS IN ALL AREAS OF BHUBANESWAR TELECOM DISTRICT WHICH CAN BE FURTHER EXTENDED TO OTHER TELECOM DISTRICTS OF ORISSA WITHIN CONTRACT PERIOD .

TENDER NO. PLG-TP/26-464/2010/FTTH



**BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

(ORISSA TELECOM CIRCLE, BHUBANESWAR)

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SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
(PLANNING SECTION, CGMT ,ORISSA ,BHUBANESWAR)

NOTICE INVITING TENDER

Tender for Block Wiring work for High rise Apartments / IT parks

TENDER NO AND DATE : **PLG-TP/26-464/2010 /FTTH DATED 27.04.2010**

DATE OF ISSUENCE OF TENDER FORMS : FROM 27 /04/2010 BETWEEN 1100 HRS TO 1600 HRS

DUE DATE OF RECEIPT OF COMPLETED TENDER FORMS : 26 /05/2010 AT 1300 HRS

DATE OF OPENING : 26 /05/2010 AT 1500 HRS

VENUE OF TENDER OPENING : Office of the CGMT,Orissa ,Door Sanchar Bhawan
Seminar Hall,3rd Floor ,Roopali Square,Bhubaneswar

ON BEHALF OF CGMT, ORISSA, BHUBANESWAR FOR RATE CONTRACT FOR FTTH CUSTOMERS PROVISIONING BY EXTENSION OF DROP FIBRE INCLUDING SUPPLY AND INSTALLATION OF ALL THE RELATED MATERIALS FOR SUCH AN ACTIVITY FOR A PERIOD OF THREE YEARS FROM DATE OF ISSUE OF POs IN THE BUILDINGS UNDER TELECOM DISTRICT ,BHUBANESWAR WHICH CAN BE FURTHER EXTENDED FOR OTHER TELECOM DISTRICTS WITHIN THE CONTRACT PERIOD .

ELIGIBLE BIDDERS:

1. ELIGIBILITY CONDITIONS:

THE ELIGIBLE BIDDERS SHOULD BE INDIAN COMPANIES REGISTERED TO MANUFACTURE THE MICRODUCT OR 24F OFC AS PER GR SPECIFICATIONS IN INDIA AND SHOULD HAVE OBTAINED CLEARANCE FROM RESERVE BANK OF INDIA WHEREVER APPLICABLE. IN ADDITION THEY SHOULD MEET THE FOLLOWING CRITERIA.

1. A) THE BIDDER SHOULD HAVE GOT TYPE APPROVAL CERTIFICATE (TAC) FROM TEC, NEW DELHI OR TECHNICAL SPECIFICATION EVALUATION CERTIFICATE (TSEC) FROM QA CIRCLE, BSNL, BANGALORE AGAINST THE TEC GR NO. GR/MDS-01/01.FEB.2010.

OR

B) THE BIDDER SHOULD HAVE APPLIED FOR TSEC FOR THEIR PRODUCT IN QF-103 FORM TO QUALITY ASSURANCE CIRCLE, BANGALORE OR IN FORM-B TO TEC AT LEAST ONE DAY BEFORE THE OPENING OF THE TENDER. THE TYPE APPROVAL CERTIFICATE /TSEC /FORM-B /QF-103 SHALL BE OBTAINED FOR MICRODUCT AS PER THE TEC GR NO. GR/MDS-01/01. FEB, 2010. THE REGISTRATION NUMBER ALLOTTED FOR THE TSEC PURPOSE BY QA CIRCLE/TEC SHALL ALSO BE SUBMITTED. HOWEVER ONLY TYPE APPROVED MICRODUCT AGAINST THE ABOVE GR WILL BE ACCEPTED WHICH WILL HAVE TO BE SUPPLIED WITHIN THE SCHEDULED DELIVERY PERIOD.

OR

C) THE BIDDER SHOULD HAVE GOT TYPE APPROVAL CERTIFICATE (TAC) FROM TEC, NEW DELHI OR TECHNICAL SPECIFICATION EVALUATION CERTIFICATE (TSEC) FROM QA CIRCLE, BSNL, BANGALORE AGAINST THE TEC GR NO. GR/OFC-17/01 JUNE 2007 FOR OFC. THE BIDDER SHOULD HAVE EXECUTED AN EDUCATIONAL/ COMMERCIAL ORDER ISSUED BY DOT/BSNL/MTNL/STATE GOVT/ PSUS FOR SUPPLY OF 24F OF CABLE AS PER GR.

- II. THE BIDDER SHOULD BE AN EPF CODE HOLDER.
- III. BIDDING COMPANY SHOULD HAVE ANNUAL TURN OVER OF Rs. 50 CRORES FOR LAST TWO CONSECUTIVE YEARS.
- IV. ONLY TYPE APPROVED MICRODUCT AGAINST THE ABOVE GR WILL BE ACCEPTED WHICH WILL HAVE TO BE SUPPLIED WITHIN THE SCHEDULED DELIVERY PERIOD.
- V. BIDDER SHALL HAVE EXPERIENCE OF CARRIED OUT WORKS FOR OFC CABLE LAYING AND/OR IN-HOUSE WIRINGS/BUILDING WIRINGS. EXPERIENCE CERTIFICATE AS MENTIONED SHOULD BE SIGNED NOT BELOW THE RANK OF DGM LEVEL IN BSNL/MTNL OR VICE PRESIDENT LEVEL OF THE TELECOM SERVICE PROVIDER.

2. BID SECURITY IN THE FORM OF BANK GUARANTEE WILL BE RUPEES Rs1,93,500/- (RUPEES ONE LAKH NINETY THREE THOUSAND FIVE HUNDRED) ONLY.

INTENDING BIDDERS MAY DOWNLOAD THE COPY OF THE TENDER DOCUMENT FROM BSNL WEB SITE www.orissa.bsnl.co.in. A SUM OF RS.1040/-(RUPEES ONE THOUSAND FORTY) ONLY TOWARDS THE COST OF THE TENDER DOCUMENT (NON- REFUNDABLE) IS REQUIRED TO BE SUBMITTED ALONG WITH THE BID. THE BID WILL NOT BE ACCEPTED WITHOUT THE PROOF OF PAYMENT OF COST OF TENDER DOCUMENT.

HOWEVER INTENDING BIDDERS MAY OBTAIN COPY OF TENDER DOCUMENT FROM SDE NP, PLG CELL , ROOM NO. 316 , DOOR SANCHAR BHAWAN ,3rd FLOOR ,ROOPALI,SQUARE,BHUBANESWAR BY PAYING RS.1040/-(RUPEES ONE THOUSAND FORTY) ONLY (NON-REFUNDABLE) W.E.F. 27/04/2010 BETWEEN 11.00 HRS. TO 16.00 HRS ON ALL WORKING DAYS. THE PAYMENT WILL BE ACCEPTED IN THE FORM OF CROSSED DEMAND DRAFT, DRAWN ON ANY SCHEDULED BANK IN BHUBANESWAR, IN FAVOUR OF ACCOUNTS OFFICER (A & P) , O/o CGMT ORISSA BSNL ,BHUBANESWAR.

**SECTION - II
INSTRUCTION TO BIDDERS**

A. INTRODUCTION

1. DEFINITIONS:

- (a) **“The Purchaser”** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) **“The Bidder”** means the individual or firm who participates in this tender and submits its bid.
- (c) **“The Contractor”** means the individual or firm supplying the goods & services under the contract.
- (d) **“The Goods”** means all the equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the contract.
- (e) **“The Advance Purchaser Order”** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **“The Purchase Order”** means the order placed by the Purchaser on the Contractor 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.
- (g) **“The Contract Price”** means the price payable to the Contractor under the purchase order for the full and proper performance of its contractual obligations.
- (h) **“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.
- (i) **“Telecom Service Provider”** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. “Telecom Service Provider” also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) **BSNL authority:** The BSNL authority means the Bharat Sanchar Nigam limited, which invites the tenders on behalf of the all references of:

CMD BSNL
Director (Enterprise)
ED (Core Network)
Chief General Manager
Principal General Manager
General Manager
Deputy General Manager/Telecom District Manager/Area Manager/Director /Telecom District
Manager/Director (Projects)
Divisional Engineer /Divisional Engineer (Projects)/ Telecom District Engineer
Sub Divisional Engineer
Junior Telecom Officer
Chief Accounts Officer
Accounts Officer
Assistant Accounts Officer
Junior Accounts Officer

(Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL.)

- (k) **The SSA(Secondary Switching Area) Head:** means the Head of SSA (e.g.GM, Telecom District , Bhubaneswar/and GMTD/TDM/TDE) and his Successors.
- (l) **The DGM Networks Operation /Area Managers / Deputy GM (projects)** means the Head of DGM (Projects) Area (Name) and his successors.
- (m) **The jurisdiction of the SSA Head, Bhubaneswar):** The jurisdiction of Bhubaneswar Telecom Districts means geographically Revenue districts (KHURDA,PURI,NAYAGARH)
- (n) **Representative of (the SSA Head):** Representative of (GMTD or any other) means office and the time being in “Bhubaneswar” deputed by the (CGM, Orissa) for inspecting or supervising the work or testing etc.
- (o) **Representative of the DGM (Projects) :** Representative of **the DGM (Projects)** mean Officer and staff for the time being in **the DGM(Projects) Area** deputed by the (the DGM(projects)) for inspecting or supervising the work or testing etc.
- (p) **Engineer – in -charge:** The Engineer – in- charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract. (Minimum Divisional Engineer level officer).
- (q) **Site Engineer:** Site Engineer shall mean an SDE of the BSNL who may be placed by the (the SSA Head), (CGM/GM, Orissa Telecoms) NW/DGM (Projects)/DE/SDE as in-charge of the work at site at any particular period of time.
- (r) **A/T Unit:** A/T Unit shall mean Acceptance and testing unit of the BSNL.
- (s) **A/T Officer:** An officer authorized by (the SSA Head)/ T & D Circle to conduct A/T.
- (t) **Contract :** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including the conditions, the specifications, design, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another in the contract, the following expressions shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (u) **Contractor:** The contractor shall mean the individual, firm or company enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (v) **Work :** The expression “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- (w) **Schedule(s) :** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- (x) **Site :** The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (y) **Normal time or stipulated time :** Normal time or Stipulated time means time specified in the P.O to complete the work.
- (z) **Extension of Time:** Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- (aa) **Date of Commencement of work:** Date of Commencement of Work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- (bb) **Due date of completion:** Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- (cc) **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the P.O plus extension of time granted, if any.
- (dd) **Excepted risk:** Excepted risk are risks due to war (whether deduced or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God such as earth quake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.
- (ee) **Work Order:** The order placed by the SSA Head, Bhubaneswar and his representative in accordance with purchase order issued by Bhubaneswar Telecom District/. This work order shall be deemed as, “Contract” appearing in the document.

2. Eligibility Conditions:

The eligible bidders should be Indian companies registered to manufacture the Microduct OR 24 F OFC as per GR specifications in India and should have obtained clearance from reserve bank of India, wherever applicable .In addition they should meet the following criteria.

1. (A) The bidder should have got type approval certificate (TAC) from TEC, New Delhi or Technical Specification. Evaluation Certificate (TSEC) from QA Circle, BSNL, Bangalore against the TEC GR No. GR/MDS-01/01 Feb, 2010.

OR

(B) The bidders should have applied for TSEC for their product in QF-103 Form to quality assurance circle, Bangalore or in Form – B to TEC at least one day before the opening of the tender. The type approval

certificate /TSEC /Form-B /QF-103 shall be obtained for Microduct as per the TEC GR No. GR/MDS-01/01 Feb, 2010. The registration number allotted for the TSEC purpose by QA circle/TEC shall also be submitted. However only type approved microduct against the above GR will be accepted which will have to be supplied within the scheduled delivery period.

OR

(C) The bidder should have got Type Approval Certificate (TAC) from TEC, New Delhi or Technical Specification Evaluation Certificate (TSEC) from QA Circle, BSNL, Bangalore against the TEC GR No. GR/OFC-17/01 June 2007 for OFC. The bidder should have executed an educational/ commercial order issued by DOT/ BSNL/ MTNL/State Govt/ PSUs for supply of 24F OF cable as per GR.

- 11. The bidder should be a EPF code holder.
- 111. Bidding company should have annual turn over of Rs.50 crores for last two consecutive years.
- IV. Only type approved microduct against the above GR will be accepted which will have to be supplied within the scheduled delivery period.
- V. Bidder shall have experience of carried out works for OF cable laying and / or in-house wirings/building wirings. Experience certificate as mentioned above should be signed not below the rank of DGM Level in BSNL/MTNL or vice president level of the other telecom service provider or equivalent.

3 COST OF BIDDING

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.

B. THE BID DOCUMENTS

4 DOCUMENTS REQUIRED

4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- (a) Notice Inviting Tender
- (b) Instructions to Bidders
- (c) General(Commercial) Conditions of Contract
- (d) Special conditions of Contract, if any
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Performance Security Bond Form
- (j) Letter of authorization to attend bid opening.
- (k) Agreement for AMC

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

5. CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 7 days prior to the date of opening of the Tenders**. 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.

- 5.2 Any clarification issued by CGMT, Orissa Bhubaneswar, BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6 AMENDMENT OF BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 6.2 The amendments shall be notified in writing OR on CGMT, Orissa, BSNL website or by FAX 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 on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with the clause 2 & 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM

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

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi /Entry Tax which will be paid extra as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VII. 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 :
- (i) The Basic Unit prices (Ex-Factory Price in the event of goods) of the goods/service activity or basic service price unit wise shall be quoted. Excise duty or service tax, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the contractor shall be quoted separately item wise.
 - (ii) The contractor shall quote as per price schedule given in section VII for all the items given in schedule of requirement.
- 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 installation services /project execution services / equipment/system 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 -II and Clause 11 of Section-III of Bid-Documents.

9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the contractor at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10. 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 which ever is required as per terms and conditions of Bid Documents.

- (i) Certificate of incorporation.
- (ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- (iii) (a) Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
(b) Latest income Tax clearance Certificate.
(c) Sales Tax registration and VAT registration whenever necessary.
(d) Service Tax registration certificate number.
- (iv) Approval from Reserve Bank of India /SIA in case of foreign collaboration.
- (v) Latest and valid NSIC Certificate duly certified by NSIC , if applicable.
- (vi) Documentary evidence of having experiences of carried out works for OFC Cable laying including in house wiring / building wirings.

10.2 (i) The bidder shall furnish Annual Report and /or a certificate from its bankers as evidence that he has financial capability to perform the contract.

(ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

10.4 The offered products used in installation have to be type approved.

OR

In case goods offered have already been approved / validated by the purchaser, documentary evidence to this effect shall be submitted by the bidder.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

11.1 a) Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents, establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish :

(a) a detailed description of goods/services /services activity with essential technical and performance characteristics;

(b) A list, giving full particulars including available sources and current prices of special tools, etc. necessary for the proper and continuous functioning of goods for a period of three years following commencement of use of the goods by the purchaser.

(c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section VI), Commercial Conditions (Section III) and Special Conditions (Section IV) shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY

- 12.1 (i) Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security for an amount of **Rs.1,93,500** /- (2% of estimated cost to be filled by circles) /- (**Rupees One lakh ninety three Thousand five hundred**) only. The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. OR Rs. Fifty lacs whichever is lower:
- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
 - The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
 - The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.
- 12.1 (ii) If a vender registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/ contract by BSNL for three years from the date of issue of such order. 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.
- 12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeit of bid security pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favour of the purchaser, valid for a period of **180 days from the date of tender opening renewable from time to time till the currency of the contract if awarded.**
- 12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 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.
- 12.7 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (b) In the case of successful bidder , if the bidder fails :
 - (i) to sign the contract in accordance with clause 28 or
 - (ii) to furnish performance security in accordance with clause 27 that is 5 % of the total volume of the work i.e. Rs 4,83,750=00 (as total anticipated works Rs 96.75 lakhs.)
 - (c) In both the above cases, i.e 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.
 - (d) "The bidder shall submit an irrevocable undertaking duly signed by it stating that he shall be liable for due performance of the contract severally ,failing which shall be liable to be barred from having any business dealing with BSNL for a period of 3 years."

13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for **150 days** from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. **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 his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall prepare one complete set of original bid and make one copy of the same clearly marking one as '**Original Bid**' and remaining as '**Copy No:1**, In the event of any discrepancy between the copies, the original shall govern.
- 14.2 The original and all copies of Bid shall be typed or printed and **all the pages numbered consecutively** and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. **All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**

- 14.3 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.
- 14.4 (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
(ii) 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.
(iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS :

15.1 ***The bid should be submitted in two covers. The first cover shall contain the original and one copy of the bid duly marked 'ORIGINAL' & 'COPY'. The second cover shall also contain documents establishing bidder's eligibility as per Clause 2 along with Bid Security as per Clause 12 (refer clause 3 of Section-IV of the Bid Document). Both the covers should be sealed separately by the personal seal of the bidder.***

15.2 (a) The envelopes shall be addressed to the purchaser at the following address:

S.K. DALAI
Asst General Manager (Trans)
O/o Chief General Manager Telecom ,Orissa Bhubaneswar
Door Sanchar Bhawan ,3rd Floor , Room No. 324, Roopali Square ,
Bhubaneswar -751022 .

- (b) The envelope shall bear (FTTH /GPON fiber extension and customer provisioning project , Bhubaneswar Telecom District), the tender number and the words 'DO NOT OPEN BEFORE' 26 /05 /2010 at 1500.
- (c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- (d) Tender may be sent by registered 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) Bids delivered in person on the day of tender opening shall be delivered upto 1300 Hrs,26/05/2010 . to AGM (Trans) {at the venue (address is given in clause 15.2 (f) below} , of the tender opening. The purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of Tender Opening: Tender will be opened at office of the CGMT Orissa Bhubaneswar, Door Sanchar Bhawan ,3rd Floor ,Seminar Hall ,Roopali Square, Bhubaneswar at 1500 Hrs. on the 26/05/2010. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on bid form and web site or through suitable newspapers.

15.3 If both the envelopes are not sealed and marked as required at Para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS

- 16.1 **Bids must be received by the Purchaser at the address specified under Para 15.2 not later than 1300 hrs. On due date.**
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the services /project execution/ systems delivery/equipment delivery as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1.1 The bidder may modify or withdraw his bid after submission provided that the purchaser prior to the deadline receives the written notice of the modification or withdrawal prescribed for submission of bids.

- 18.1.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15.
- 18.1.3 A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.
- 18.1.4 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who chose to attend, at 15:00 hrs 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 bidders before they are allowed to participate in bid opening (A Format is given in section X).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL or any Bandh of any sort called by anyone in Orissa, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

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.**

21. 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. 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. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the contractor does not accept the correction of the errors, his bid shall be rejected.**
- 21.3 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.
- 21.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which doesn't constitute a material deviation, provided such waiver, doesn't prejudice or effect the relative ranking of any bidder.

22. 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 (a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the project execution /services /goods offered. This will be inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as indicated in Col. 17 of the price schedule in the Sec.VII part II of the Bid-document. As stipulated in clause 9.1, Octroi/Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/Entry Taxes will be paid extra. as per actual wherever applicable on production of proof of payment/relevant invoices/documents.

(b)(i) "Duties & Taxes for which the firm has to furnish CENVAT-able Challans/Invoices will be indicated separately in the PO/APO.

- (ii) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 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.
- (iii) In case the Duties & Taxes which are non CENVAT-able 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 CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the contractor to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.
- (iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the 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 E.D./Customs Tariff notifications.
- (v) "If the contractor fails to furnish necessary supporting documents i.e. Excise/Customs invoices etc. in respect of the Duties/taxes which are, CENVAT-able the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

23. CONTACTING THE PURCHASER

- 23.1.1 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.
- 23.1.2 **Any effort by a bidder to modify his 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.**

F AWARD OF CONTRACT

24. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for project execution /services/commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose project execution capability /services and goods delivery capability have been type approved/validated/substantiated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL will have the right to increase or decrease up to 25% of the quantity of projects executions /goods and 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. Or Up to 50% of the additional quantities of projects executed / goods and services contained in the running tender/contract can be ordered within a period of twelve months. This will be from the earliest date of acceptance of APO 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 a fresh.
- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors. Hence the purchaser reserves the right to place repeat order up to 100% of the quantities of projects executed /goods and services contained in the running tender/contract within a period of twelve months. This again will be from the earliest date of acceptance of APO 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.

Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

- (c) CGMT , Orissa Circle ,BSNL will have full power to accord administrative approval and financial concurrence to procure any project execution delivery/ equipment/material/services delivery in any quantity by any means in the exigencies of services and interest of BSNL/ CGMT Orissa .

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 The 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/workorder, give his acceptance along with performance security in conformity with section IX provided with the bid document. This amount is 5% of the total volume of works.**

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.

29. **ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. **QUALITY ASSURANCE REQUIREMENTS**

The contractor shall have Quality Management System supported and evidenced by the following:

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with Purchaser in the matters of Quality of projects executed or services /goods delivered.
- Procedure for execution of project or/and controlling design/production engineering, materials, choice of Components/vendors, manufacturing and packaging/execution processes for projects execution / supplying quality Products/ implementation.
- System of Inward works/services /portions of projects / Goods Inspection.
- System to calibrate and maintain required measuring and test equipment and samples of any project activity.
- System for tracing the cause for non-conformance (traceability) and segregating product /part/portion of projects Executed which don't conform to Specifications.
- Configuration management and change-control mechanism products and projects execution.
- A quality plan for the product/ services execution.
- Periodical internal quality audits/ of all the services, project execution and quality compliances.
- A 'Quality Manual' detailing the above or infrastructure assessment certificate and Type Approval Certificate issued by "TEC" shall be furnished.

31. 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 which, shall result in out right rejection of the bid.

- (i) **Clause 15.1 of Section II:** The bids will be recorded /returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.
- (ii) **Clauses 12.1, 12.3 & 13.1 of Section II:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (iii) **Clause 2 & 10 of Section II:** If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.

- (iv) **Clause 11.2 (c) of Section II:** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.**
- (v) **Section III Commercial conditions, Section IV Special Conditions of Contract & Section VI Technical Specifications :** Compliance if given using 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.
- (vi) **Section VII Price Schedule:** Prices are not filled in as prescribed in price schedule.
- (vii) **Section II 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”.

- (viii) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31(i), 31(ii) of Section II and clause 2(i) of Section IV though, 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.

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 authorized representatives of the participating bidder/companies present on the occasion.

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 competent authority CGMT ,Orissa Circle 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.

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 authorized participants to be present on the occasion.

- 32. Purchaser reserves the right to disqualify the contractor for a suitable period who habitually failed to execute the works/projects and/or supply the equipment in time. Further, the contractors whose executed works /projects and /or equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
- 33. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 34. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state/ Provinces of India and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and CGMT Orissa ,BSNL Bhubaneswar will not pay any damage to the company or firm or the concerned person.

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

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).

The format of the certificate to be given is “I.....s/o.....r/o.....”

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

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the completion/commissioning/ procurement of (GPON) projects/services /goods.

2. STANDARDS

The services/projects executed /goods rendered/completed/supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VI.

3. PATENT RIGHTS

The contractor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services/projects completed and executed/goods delivered or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY

- 4.1 All contractors (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within **14 days** from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in 'Section IX' of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the contractor's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or his representative shall have the right to inspect and test the services/goods/projects executed as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the contractor or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including all the equipments infrastructures for execution of projects/works including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested projects executed /goods/services fail to conform to the specifications the purchaser may reject them and the contractor shall either replace/re-execute/rework/replenish the rejected part /portion of projects /services /goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipments for projects/ works execution and accessories on receipt in the Purchaser's premises will also be tested during and after projects/ works execution / installation before "take over" and if any works /projects completed or/and equipment or part thereof is found defective, the same shall be redone/re-executed or/and replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any works /projects executed or/and equipments or any part thereof, before it is taken over under clause 5.5, is/are found defective or fails to fulfill the requirements of the contract, the inspector shall give the Contractor notice setting forth details of such defects or failure and the contractor shall make the defective works/projects executed or/ and equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding 15 days of the initial report. These re-executions /reworks or /and replacements shall be made by the contractor free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the contractor the whole or any portion of works /projects executed or/and equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such reworks/re-executions /replacement made by the purchaser shall be deducted from the amount payable to the contractor.
- 5.5 When the acceptance testing (AT) of all the works executed or performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate after receiving the clearance certificate from AT /QA agency .

The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the works executed /equipment which do not materially affect the commercial

use thereof provided that the contractor shall undertake to make good the same in a time period not exceeding twenty five days and then only the contractor can claim the bills for payments.

The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, though BCPC (Bills Copy Payable Challans) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition, without AT certifications the bills will not be payable. However, they shall not discharge the contractor of their warranty obligation and AT/ QA certification obligations. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate" till the clearance from AT/QA agencies.

5.6 Nothing in clause 5 shall in any way release the Contractor from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

6.1 Delivery/works /projects execution of the services /works /goods and documents shall be made by the contractor in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the contractor. The delivery/projects executions /works execution or /and the equipment shall be to the ultimate user/ consignee/PO issuer as given in the purchase order/ work order

6.2 The execution /delivery of the projects/works /goods and documents shall be completed according to the work order(s) from. The actual completion /delivery/compliance schedule will be given in purchase order issued by concerned Area DGM/DE/SDE.

6.3 All Technical assistance for installation, commissioning and monitoring of the project executed/completed/equipment delivered shall be provided by the Contractor at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL/CGMT ,Orissa Bhubaneswar shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. INCIDENTAL SERVICES

7.1 The contractor may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the works executed/projects executed/supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of projects executed /supplied Goods;
- (c) Performance of supervision or maintenance and/or repair/reworks of the works executed/projects executed /supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the contractor of any warranty obligations under this contract.

8. SPARES

8.1 Over a period of three years starting from the date of final acceptance, the contractor shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need.

9. WARRANTY

9.1 The contractor shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.

9.2 If it becomes necessary for the Contractor to replace or renew any defective portion(s) of the equipment/projects executed/works competed under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the contractor within a reasonable time, the Purchaser may proceed to get the defects remedied from other contractor etc., at the contractor's risk and expenses, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

9.3 Replacement/re-execution/reworks under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

10. WORK ORDERS AND PAYMENT TERMS

10.1 Work orders:-

10.1.1 Future Path/Micro Duct Infrastructure.

Work order will be issued based on buildings/houses identified for deployment of FTTH infrastructure, clearly indicating the place of OFC Termination point and buildings/houses to be covered from this termination point for deployment of future path. Future path will be installed in case of Grey Field Houses while Future Path and Microduct up to the Customer premises.

10.1.2. Customer Provisioning.

(1) A Separate work order will be issued for customer provisioning mentioning the customer address and splitter address.

10.1.3. Work order will be issued from time to time as per requirement.

10.2 Payment terms:

Payment will be made based on the work order.

- (i) 80% payment will be made against the work order issued under clause no. 10.1 (ii) & (iv) above and submission of the necessary certificated and completion and commissioning report and testing of consumer traffic of the conduit pipe /concealed conduit pipes/ micro-duct fitting in the building. Remaining 20% payment will be paid after completion of one year of warranty and satisfactory working condition of the installation.

The payment of the micro-duct shall be made on actual length of the micro-duct consumed in each building after fulfillment of all contractual obligations under this bid document.

- (ii) 80% Payment will be made available for the work order issued under clause no. 10.1 (iii) above for customer provisioning will be made after subscriber commissioning and submission of the bill along with the certificate of the customer that ONT has been installed and working properly. Remaining 20% payment will be made after three months or issue of first bill to the customer whichever is earlier.
- (iii) Payment for the AMC as per clause 7 of the AMC agreement will be made available on every satisfactory certificate after deduction of the penalty as per the AMC agreement Clause No.6.

- 10.3 (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

- (ii) No payment will be made for goods rejected at the site on testing by CGMT, Orissa Bhubaneswar officials /AT/QA officials.

- 10.4 The bidder has to give the mandate for receiving the payment costing Rs.5 lacs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/contractor. The bidder company are required to give the following information's for this purpose :-

- (i) Beneficiary Bank Name :
(ii) Beneficiary Branch Name :
(iii) IFSC Code of beneficiary Branch :
(iv) Beneficiary account No.
(v) Branch Serial No. (MICR No.) :

11. PRICES

- 11.1 (i) Prices charged by the contractor for works executed/projects executed or goods delivered and services performed under the contract shall not be higher than the prices quoted by the Contractor in his Bid.

- (ii) (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
(b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser/BSNL shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
(c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall not revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order. Reference as per letter no 15-1/2007 MMT dated 20/01/09 of PGM (MM)(A K Garg).

- (iii) Any increase in taxes and other statutory duties/levies after the expiry of the work/projects execution /completion/delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/ duties shall be passed on to the Purchaser by the contractor.

12. CHANGES IN PURCHASE ORDERS

- 12.1 The purchaser may, at any time, by a written order given to a contractor, make changes within the general scope of the contract in any one or more of the following:
 - (a) Drawings, designs or specifications, where works /projects or goods to be executed/supplied under the contract are to be specifically executed/ manufactured/completed for the Purchaser;
 - (b) The method of transportation or packing;
 - (c) The place of delivery/completion or modification in the works executions; or
 - (d) The services to be provided by the contractor.
- 12.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the contractor for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

13. SUBCONTRACTS

The bidder shall notify the Purchaser in writing of all subcontracts awarded under this contract, if not already specified in his bid. Such notification, in his original bid or later shall not relieve the contractor/supplier/project executioner from any liability or obligation under the contract.

14. DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 14.1 Execution of works and projects or/and completion of projects or/and delivery of the Goods and performance of the services shall be made by the Contractor in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply/projects/works is/are not completed in the stipulated delivery/completion period, as indicated in the Purchase Order, purchasers reserves the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the contractor and purchaser reserves the right to purchase balance unsupplied/unexecuted/incomplete item/portion of project/work at the risk and cost of the defaulting vendors/contractor.
- 14.2 Delay by the Contractor in the performance of its execution /completion /delivery obligations shall render the Contractor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 14.3 (i) If at any time during the performance of the contract, the contractor encounters condition impeding timely execution /delivery of the projects completion/execution/ goods and performance of service, the contractor shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than four weeks or as per provisions of clause 15.2, Section-III) as per provision given below :
 - (ii) The vendor has to submit their request for extension along with the required additional BG if required by the purchaser, undertaking as per clause 23 Section-III (Fall Clause) at least two weeks before the expiry of completion/delivery/commissioning period. The decision regarding extension shall be communicated within two weeks of the receipt of request.
 - (iii) **In case extension is being granted beyond 4 weeks then the vendor shall submit additional BG if required, while seeking extension. For piece meal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied and executed zone wise within the last extended project completion/delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.**
 - (iv) **If the vendor fails to execute/complete/deliver the full ordered project/works/goods/materials quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.**

Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are in appendix.

15 LIQUIDATED DAMAGES

- 15.1 The date of Completion of Project as stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, if the completion of contract be made after expiry of the contracted execution /delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such execution /delivery will not deprive the purchaser of his right to recover liquidated damage under clause 15.2 below. However, when contract is completed within 21 days of the contracted original completion period of project/delivery period, the consignee may accept the work and in such cases the provision of clause 15.2 will not apply.
- 15.2 (i) Should the contractor fails to complete the work within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.25% of the value of the delayed work for each day of delay or part thereof for a period up to 2 (Two) weeks, and thereafter at the rate of 0.5% of the value of the delayed work for each day of delay or part thereof for another Two weeks of delay.
- (ii) DP extension beyond 4 weeks would not be generally allowed. The extension beyond 4 weeks may be decided in most exceptional circumstances on case to case basis, by the CGMT , Orissa ,Bhubaneswar stating reasons and justifications for grant of extension of projects completion /delivery period beyond 4 weeks.
- (iii) In the case of package supply/turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the work Order.
- (iv) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the contractor, further the same shall not be challenged by the contractor either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when execution of works /projects completion /supply is made to the ultimate user/consignee/PO issuer within 21 days of QA clearance in the extended completion/ delivery period and the projects executed/ goods were dispatched/completed within this stipulated period in PO/delivery period/ completion period , the user /consignee/PO issuer may accept the stores and in such cases the LD shall be levied up to the date of dispatch after AT/QA clearance only.
- (v) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 4 weeks only as per provision at Para (i).

(Appendix-A and Appendix-B of this clause is available in last).

16. FORCE MAJEURE

- 16.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 16.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Contractor at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Contractor may with the concurrence of the purchaser elect to retain.

17 TERMINATION FOR DEFAULT

17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part-

- a) If the contractor fails to deliver/complete any or part /portion /whole part of all of the projects /works / goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause15;
- b) If the contractor fails to perform any other obligation(s) under the Contract; and
- c) If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

17.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 17.1 the purchaser may procure/gets project/works executed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered/unexecuted /incomplete works and the contractor shall be liable to the Purchaser for any excess cost for such similar goods. However the contractor shall continue the performance of the contract to the extent not terminated.

18. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the 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 of action or remedy which has accrued or will accrue thereafter to the purchaser.

19. ARBITRATION

19.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGMT or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

19.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

19.3 The venue of the arbitration proceeding shall be the office of the CGMT, Orissa , BSNL, Bhubaneswar or any such other places as the arbitrator may decide.

20 SET OFF

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

21. The bidders, who are given Purchase Orders, must give the details of installation of building progress report against all the work Orders every weekly on the first working day of the following first day or decided by concerned Area Manager/DGMs in consultation with their reporting General Manager, Bhubaneswar Telecom to the CGMT office, Bhubaneswar.

22. The bidder should furnish the name of his partner/joint business partner/collaborator/sub-partner (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products works design/project execution plans should also be submitted. No change in either technology/design/topographical layouts/route diagrams or product shall be permitted after opening of bids until otherwise desired and forced by the purchaser's customers/premises/regulator/state/national agencies.

23. **Fall Clause**

23.1 The prices once fixed will remain valid during the scheduled execution /project operation/completion /delivery period except for the provisions in clause 11.1 of Section III. Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

And /or

(b) The prices received in a new tender for the same or similar works /projects executions /equipment/ service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor.

In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the contractor and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

23.2 (a) The contractor while applying for extension of time for delivery/completion/execution of projects/works equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

(b) In case under taking as in Clause 23.2(a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

24. **Court Jurisdiction:**

(i) Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to jurisdiction of the competent court at Bhubaneswar only, the place from where the NIT/tender has been issued.

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

'This Contract/PO is subject to jurisdiction of Court/Courts at Bhubaneswar only'

**SECTION IV
SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the **'Instructions to the Bidders'** as contained in Section II & **"General (Commercial) Conditions of the Contract"** as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by the BSNL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. (i) The bids should be submitted in two covers. First cover shall contain original and other copy of the bid duly marked "Original and copy". The second cover shall also contain the documents establishing bidder's eligibility. The **Bank guarantee for bid security** or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, requisite TSEC/TAC/QF103 as applicable etc. and the eligibility documents as per the NIT as prescribed in clauses 12.1 & 12.3, Section II of the bid document must be submitted in the second sealed cover. The bank guarantee so submitted shall be as per format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone and FAX numbers. This cover should be super scribed as **BID SECURITY FOR TENDER NO. PLG-TP/26-464/2010(FTTH)**

(ii) In case where the documents of **bid security and certificates are not submitted** in the manner prescribed in clause 3(i) above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. a. The small scale Industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability **duly certified by NSIC.**

b. If a vendor registered with NSIC under single point registration scheme 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 three years from the date of issue of such order.
- 5.1 BSNL will issue work order for Supply and installation of FTTH customer provisioning work building wise however the measurements book will be filled based on customer wise and clearly mentioning the model and type of the building as defined in the tender (eg. Model-I green field or model-I gray field). AMC will be for three years after warranty of one year of commissioning of work order. The value of AMC shall be considered for the purpose of evaluation for selection of L1 bidder on package basis.
- 5.2 The purchaser intends to limit the number of technically and commercially responsive bidders to **two** from the list of such bidders arranged in increasing order of their evaluated package prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price (**L-1**) will be considered for **70%** of the tendered quantity. The balance quantity shall be ordered on **L-2. The ordering of the SOR quantities may not be in the exact proportion of the distribution as the work shall be allotted ,based on the area manager/area general manger wise assessment of the buildings and customers. The same shall be decided quarterly basis.**
- 5.2.1 (i) Ranking of bidders shall be determined based on total package price basis as per quotes of all terms appearing in section VII of the bid document.

(ii) In the event of any of the eligible bidder not agreeing to execute the order or not being considered by CGMT Orissa,Bhubaneswar , BSNL for ordering, **inverse ranking of the vendors below the aforesaid bidders will be recast to fill up the vacated slots. This will be done to ensure that the numbers of bidders executing the work order shall remain same as earlier.** Work orders may be issued fortnightly basis by the respective area DGMs and area GMs, it may also happen that PO may be issued by them as per the demand and convenience of Area DGM/GM/DE/SDE which will be binding like any other PO/Supply order/Work order.

(iii) The bidder shall quote comprehensive AMC charges in the price schedule for maintenance of installed works as per the terms and conditions given in Annexure I of the bid document. The evaluation of the tender shall be done for the total package price including AMC charges for 3 years discounted at the rate of 15% per year. As the warranty is for one year from the date of taking over, the AMC shall be discounted twice in the first year and thrice in the second year and so on for the purpose of evaluation.

(iv) Towards fulfillment of vendors obligation in respect of AMC under clause 24 (a) and Clause 24 (b) the vendor is required to submit a performance bank guarantee of 2% of the purchase order value, a forecasted amount for the works of AMC expected and taken cumulatively for a period of three years, the said bank guarantee valid for a period of three years from the date of expiry of warranty period, three months before the expiry of warranty period. The total 5% PBG taken initially for execution and project execution /delivery of goods will be released only after submission of the 2% PBG for AMC purposes and stated above, subject to the fulfillment of other terms and condition of the purchase order.

(v) The agreement shall remain in force for three years from the expiry of the warranty and rate contract while at the same time the terms and conditions of this agreement shall also apply during the warranty period, except for payment of charges to the supplier. Extension of agreement beyond five years shall be negotiable depending upon the performance of supplier during the agreement period.

- 5.4 The CONTRACTOR shall set up at least one repair centre in Bhubaneswar within 6 months from the date of issue of purchase order, with the facilities for repair/restore/re-execute of all types of modules/ units/ installation. In all cases Orissa Telecom Circle,BSNL shall interface only with the CONTRACTOR. The repair centre will act like facilitator to customers in the city and act as the interface for the BSNL.
- 5.5 The Terms and conditions for warranty period shall be as per the AMC clauses in the annexure of this tender document.
6. a. The execution/project completion of assigned PO/ supply will be accepted only after Acceptance Testing /Quality Assurance tests are carried out by T & D wing or/and Quality Assurance Wing of Bhubaneswar,BSNL as per prescribed schedule and material passing the test successfully and after excise gate pass/excise invoice or equivalent replacement are issued by Excise authorities, Govt. of India for that purpose if required.
- b. The A T /QA units of BSNL while clearing the equipment/stores will strictly adhere to the discipline as described in Purchase Order. The A T /QA unit of the BSNL while clearing the material/works executed/projects completed offered for inspection will strictly adhere to regular inspection and discipline as prescribed in the purchase order. The approved input materials /raw material used in the manufacturing of conduit pipes/ concealed conduit pipes /micro duct and cables whatever such materials as well as services will be ensured by the QA/AT unit of the Calcutta, BSNL by:
 - I.Verification of Invoices of raw materials.
 - II.Testing at CACT.
 - III.Testing at in house laboratories of the vendor or its quality team at various field/site of the projects/works locations.
 - IV.Getting the invoices verified by the original contractors of the raw materials/different stages of projects /works.
 Successful bidder shall provide necessary documents and facilities for the above verifications.
7. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
8. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
9. The Purchaser reserves the right to offer **counter offer price(s)** against the price(s) quoted by any bidder.
10. The clarifications to be sought by the bidders from the purchaser shall be furnished in the following format.

Sl No	Clause no/Sec No/GR No	works/Item/projects description	Clarification sought
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The clarifications sought by the bidder prior to the tender and the replies to be submitted against the clarification sought by BSNL after the tender opening should be submitted in soft copy apart from the hard copy submitted to the AGM (Trans),BSNL in circle office. The clarifications should be sought for commercial conditions and technical conditions separately in the above format. The clarifications sought without any mention of the clauses of the tender document/GR may not be considered. A copy of clarification may be sent through email on the email id skdalai@bsnl.co.in however correct mail id may checked while submission of bid .

- 11 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of Bid Documents and it may amount to an amendment of relevant clauses of the Bid Documents.
- 12 **Minimum quantity to be quoted** in the bid by the bidder is for 100%.
- 13 The bidder must comply to all tender. Clause by Clause compliance for the tender document shall be submitted by the bidder along with the **No deviation certificate**. For this purpose a copy of the tender document (Hard copy issued by PLG TP cell of CGMT Orissa,Bhubaneswar ,) issued by the purchaser.. Every page of the same shall be signed and written as complied against each clause. The copy of the clarifications/ corrigendum shall also be submitted by the bidder duly signed on every page along with compliance against each clause. Separate annexure shall be enclosed wherever the bidder's responses are required against the above.

- 14 The Bid shall be liable to be rejected without seeking any clarifications from the bidder if any of the above clauses are not complied by the bidder.
- 15 Following information is to be printed /embossed on the conduit pipe/concealed pipes/micro ducts with indelible ink at every Metre
- 16 Word "BSNL", "Manufacturer's name" and date of manufacturing of conduit pipes/concealed conduit pipes/ Micro duct should be mentioned on it.
17. If a group of bidders quote same rate, it will be taken that the bidder have formed a cartel with other bidders.
- 18 The bidder shall be responsible for all kinds of losses i.e. loss due to theft, damage, shortage etc.
19. The micro duct shall be supplied in different colors as per GR. The vendor should be able to supply future path in all the 8 colors i.e. Red, orange, Yellow, Brown, Green, Blue, Violet and blowing/pulling type along with Push Fit Couplers, Cable Sealing Plug and End Plug as per requirement. The requirements will be assessed by the bidder. The Future path sheath colour shall be standard blue. The microduct and future path shall be roadant as per DWC GR No. GR/DWC-34/01 Sept'07 and clause No. 4.9 part-II.
20. All the materials used should be capable of withstanding the effect of water, mud & other chemical & corrosive effects of the environment.
21. Trench or fitting length may vary depends upon site situations and building. Except actual length of micro duct / future path consumed in fitting, the works shall be considered as average unit length defined in the different type of model buildings 5% wastage on BSNL supplied items of connectors and pig tail are permitted. The ONTs , battery backup, splitters will be replaced on exchange basis by BSNL however as entered in the measurements books and fully certified by concerned official of CGMT Orissa, Bhubaneswar.
- 22 The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the PO in the event of change of plan necessitated on account of technical reasons or in the opinion of the PO issuing authority i.e. in our case SDE/DE/Area DGM/Area GM, Orissa Telecom , the contractor is not executing the work at the required pace.
- 23 The work order issuing authority shall specify a reasonable time, 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.
24. 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.

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

- 25 There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed form (part-A) to the CGMT Orissa, Bhubaneswar for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Circle head is empowered to grant extension of time for completion of work on certain condition . He shall exercise such powers, if the following conditions are satisfied.
- 26 The application contains the ground (s), which hindered the contractor in execution of work.
- 27 The CGMT Orissa & his representatives are of the opinion that the grounds shown for extension of time are reasonable.
- 28 The CGMT Orissa /his representatives 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 reason for delay are not ascribable to the contractor.
- 29 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 LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued by the Circle office to grant the extension of time.
- 30 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.

MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:

- 31 **Measurement:**
- 31.1 The measurement books are to be maintained by the contractor. 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 contractor/ subcontractor.
- 31.2 **Responsibility of taking and recording measurements:** The measurements of various items of work shall be taken and recorded in the measurements book. The measurements shall be taken and recorded by contractor and the authority appointed by BSNL. Contractor shall be directly responsible for supervision of work, shall be responsible for

accuracy of **100%** of measurements. The JTO / Sub Divisional Engineer shall be responsible for conducting test check of **100%** of measurements sample basis. In case the sample measured data will not match with the measurement book, whole work order for that building works shall be considered as per any lowest sample data and penalty shall be made accordingly.

31.3 **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 measurement but corresponding item code as provided, shall be used.

31.4 **Method of measurement:** The measurement 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:

◆ Measurement of depth of trenches

The trench length and fitting works shall be divided into a number of segments each of building wise and intermediate splitters proposed wise by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 10 Meters. The measurement of depth shall be recorded at each point of measurement (POM) in the measurement book in Metres in the multiples of 5 cms. 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 Metres starting from 0 (Zero)Metre. For example, if the length of segment is 75 Metres, the POMs shall be at 0 M, 10 M, 20 M, 30 M, 40 M, 50 M, 60 M, and 70 M. The last POM shall be at 75th 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 duct, this tendency has to be discouraged. In order to encourage the contractor to achieve best possible depth of 500 mm 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.

Depth between	Reduction in rate
<500 mm. to □ 400 mm.	5%
<400 mm. to □ 300 mm.	12.5% of approved rates.
<300 mm. to □ 200 mm.	25% of approved rates
Below 200 mm.	40% of approved rates

- Measurement of lengths and profiles of strata and protection

The measurements of length of trenches are on running Metre basis, irrespective of type of soil encountered while digging..

- Measurement of length of conduit pipes /concealed pipes /micro duct. The length of micro duct laid in trenches / fitted in the building shall be measured by use of RODO Metre/ Measuring Tape. The length should be cross-verified with the marking of lengths on the duct. The lengths shall be recorded in sheet provided in the measurement book .

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

33 The Divisional Engineer before passing the bill for the work order 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, and bills will 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 laying / installation work.

34 **Inspection, and Quality Control:**

34.1 It is imperative that the contractor is 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 contractor shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.

- 34.2 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).
- 34.3 In addition to Acceptance Testing being carried out by A.T. Wing 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.

34.4 **Site Order Book:** The site order book is one of the primary records to be maintained by the supervisor supervising the work during the course of execution of works. The noting made by supervisor 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.

35 Testing and Acceptance Testing:

- 35.1 The works shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer 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.
- 35.2 **Scope of Acceptance and Testing:** The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taking by A.T. Officer are found to be lesser than the measurements recorded by the supervisor responsible for recording the measurements, the measurement taken by A.T Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. Officer without any additional cost to the BSNL.
- 35.3 **Offering the work for acceptance and testing:** The contractor, after having satisfied himself of completion of work ready for offer to A.T. shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects.
- 35.4 The contractor shall provide labour, if demanded by the A/T officer 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.

36 WARRANTY:

The contractor shall warrant that the material supplied/works executed /projects completed for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract the under proper use, arising from faulty materials, design or workmanship such as corrosion of the cable, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the CGMT Orissa , BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the acceptance testing.

If it becomes necessary for the contractor to re-execute the works/ replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion / portions of works re-executed /material so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect not remedied within a reasonable time, as prescribed by the CGMT Orissa , BSNL, may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.

Replacement/repair/re-execution of works under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

37 AUDIT AND TECHNICAL EXAMINATION:

- 37.1 BSNL/CGMT Orissa shall have the right to cause an audit and technical examination of the work and 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 BSNL/ CGMT Orissa to recover the same from him in the manner prescribed in clause with the heading payment of bills, 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 the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL/CGMT Orissa to the contractor.

- 37.2 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 SSA head, Orissa Telecom Circle /his representatives 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.
- 37.3 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 out or under any other contract made by the contractor with the BSNL.
- 37.4 BSNL has right to check the work within three years from the date of commissioning the route by any agency nominated by BSNL. Any discrepancies found by them will be legally binding to the bidder.

38 WORK ORDERS AND PAYMENT TERMS:

38.1 Work orders:-

Work order will be issued based on model of the buildings and the works to be executed as:

- (i) Installation of micro-duct and future path in the building mentioning type of building /model as Model – I/ Model- II/ Model-III/Model- IV and type of building area as green field area for new construction buildings/gray field area for occupied building.
- (ii) Installation and fitting of conduit pipes/concealed conduit pipes micro duct as per rate contract items in Schedules of requirements.
- (iii) Extension of future path and pulling/blowing of Pigtail/Micro cables installation of ONT and battery back up as per rate contract items in schedules of requirements.
- (iv) Trenching work as per the rate contract item in schedules of requirements.
- (v) AMC for the three years after warrantee of one year for the customer number as per the rate contract item No.10. Incentive for the customer enrollment for FTTH as per rate contract Item No.11.

38.2 Payment terms:

Payment will be made based on the work order.

- (i) 80% payment will be made against the work order issued under clause 38.1 (ii) & (iv) above and submission of the necessary certificated and completion report of the micro-duct fitting in the building and traffic tested by the consumer . Remaining 20% payment will be paid after completion of one year of warranty and satisfactory working condition of the installation.

The payment of the conduit pipes /concealed conduit pipes /micro-duct shall be made on actual length of the conduit pipes /concealed conduit pipes /micro-duct consumed in each building after fulfillment of all contractual obligations under this bid document.

- (ii) 80% Payment will be made available for the work order issued under clause 38.1 (iii) above for customer provisioning will be made after subscriber commissioning and submission of the bill along with the certificate of the customer that ONT has been installed and working properly. Remaining 20% payment will be made after three months or issue of first bill to the customer whichever is earlier.
- (iii) Payment for the AMC as per clause 7 of the AMC agreement will be made available on every satisfactory certificate after deduction of the penalty as per the AMC agreement Clause No.6.

39. Procedure for preparation and settlement of bills for works order wise.

39.1 Procedure for preparation, processing and payment of bill: The contractor shall prepare the final bill in triplicate & acceptance and testing of all the works and submit the same to S.D.E. in-charge of work within 30 days of acceptance and testing and payment shall be made within three months if the amount of the contract . The final bill shall be prepared for all the measurements of all items involved in execution of complete work of the work orders. The contractor shall prepare the final bill containing the following details:

- The bill for all the quantities as per Measurements at the approved rates
- Six set of bound documentation.

39.2 The S.D.E. in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specification and terms and condition of the contract. The S.D.E. shall verify the quantities of items of work with reference to measurement recorded in the measurement book (and also A/T reports in case of any deviation noted by A/T officer). The S.D.E. in – charge of work

shall submit the final bills, along with other documents mentioned above, with the document as mentioned hereunder to the next level be it DE/DGM/CAO/AO works and cash/any other such designated official of CGMT Orissa ,Bhubaneswar

- Bill prepared by the contractor.
 - Material reconciliation statement
 - Measurement Book.
 - A/T Certificate.
 - The hindrances register.
 - Details of recoveries/penalties for delays, damages to BSNL/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.
- 39.3 The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other document submitted by S.D.E. along with the bills as above to the higher officer for processing and final payment.
- 39.4 The office cell dealing with FFTH building works bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis W.O issued sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all liabilities of the contractor and statutory taxes besides 7.5% payments against security deposit. The bill shall be passed, after necessary scrutiny by Work Section, by the officer competent to pass the final bill.
40. Procedure for payment for sub standard works:
- 40.1 The contractors are required to execute all works satisfactorily and in accordance with the specification. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work or unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Division Engineer in – charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- 40.2 Timely action by Construction officer: Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall with out any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer in – charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in – charge in writing during the progress of work asking the contractor to rectify/replace/remove the sub standard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/ replace/ remove the sub standard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.
- 40.3 Non-reporting of the sub standard work in time on the part of Construction Officer (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.
- 40.4 Authority and procedure to accept sub standard work and payment there of : There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the Head of SSA/any officer designated by him , the items in question will not materially deteriorate the quality of service provided by the construction, the Head of SSA shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one S.D.E. and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as sub standard and recommend the rates payable for sub standard work, which shall not exceed 60% of the approved rates of the item in question.
- 40.5 Record of sub standard work: The items adjudged as sub standard shall be entered into the measurement book with red ink.

PENALTY CLAUSE:

41.1 Delays in the contractor's performance:

41.1.1 The time allowed for completion of the work as entered in the work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the GMTD Bhubaneswar/BSNL. The work shall, throughout the stipulated period of contract be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 0.25 percent of the estimated amount per day of delay in completion of work, subject to a maximum of 12(twelve) percent of the cost of the work awarded.

41.1.2 On any date the penalty payable as above, reaches 12 (twelve) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer. One of the conditions of such agreement may be stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between BSNL and contractor.

- 41.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 41.1.4 In case of slow progress of the work in a building which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, by CGM/GM/DGM, Orissa Telecom Circle any officer designated by him will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.

41.2 Penalty for causing inconvenience to the Public :

- 41.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 Metres 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 Metres shall not be kept open for more than 4 days in case of duct 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** the trench is kept open beyond the time limit allowed may be imposed by the GMTD Bhubaneswar /BSNL. This penalty will be in addition to that payable for delay or slow work.
- 41.2.2 The contractor shall not be allowed to dump the empty duct drums / waste materials in Govt/public place, which may cause inconvenience to Govt/ Public. If the contractor does not dispose off the empty duct drums/waste materials within 3 days of becoming empty, the BSNL/ is at liberty to dispose off the drum in any manner deemed fit and the costs incurred by the BSNL/ in disposing off such materials. The BSNL may also levy a penalty up to Rs one thousand for each such default.
- 41.2.3 If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of BSNL shall be final and binding.

41.3 Penalty for cutting/damaging the old cable :

- 41.3.1 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;

Size of existing UG/OF cables Cut/damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs 500.00 (Five Hundred)
Above 100 pairs & up to 400 pairs	Rs 1,000.00 (One thousand)
Above 400 pairs	Rs 2,000.00 (Two thousand)
OF Cable of any size	Rs 50,000.00 (Five thousand) per cut

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.

42 INDEMNITIES:

- 42.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL , its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding , charges and expense and liabilities resulting from or incidental or in connection, with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract document. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 42.2 The contractor shall at his own cost at the BSNL 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.
- 42.3 All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of CGMT Orissa /area DGM/SSA officials. In –case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/ store of the contractor such site office/ store will also be treated “as site” for this purpose, Any such materials remaining unused at the time of the abandonment, completion or

determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

- 42.4 The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the BSNL calculation (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handing charges, storage charges etc.
- 42.5 The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.

43. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

- 43.1 The contractor shall obtain / provide at his own cost all easements, permits and license necessary to executive the work including following for which the payment to the concerned authorities shall be provided by the contractor against the demand note/estimate raised by the concerned department and submitted the copy of the same along with bill for works for payment.
- i) "Right of User" easements and permits.
 - ii) Railway, Highway, Forest and other Authorities crossing permits including bridge.
 - iii) Canal/stream crossing permits.
 - iv) ROW, etc

No any extra charges will be paid to the contractors for pursuance of easements, permits, Row etc. from the different local authorities. It shall be responsibility of the bidder to quote the rates for execution of the work keeping in view such aspects.

- 43.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highway, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 43.3 The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and /or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the Divisional Engineer.
- 43.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highway, Railways, telephones or poser poles and wires or guy wires, embankment, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.
- 43.5 At location where the trench is routed across or along railways or roads the contractor shall without extra cost provide and maintain such detours and road controls as are required by the railways or government or local agencies having jurisdiction.

44. QUALITY OF WORKS:

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect there of set forth in the contract document. Laxity or failure to enforce compliance with the contract documents by the BSNL and/ or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same , the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of BSNL has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

45. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 45.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting form his construction operations and shall minimize the disturbance and inconvenience to the public.
- 45.2 If the excavation of trench alters the contours of the ground around road an highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL regulations/and the regulations of all those affected authorities as to placing of warning boards (minimum size 3' x2'0, traffic signals, barricades, flags etc. , at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.

- 45.3 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, highways safety precautions while working in Public Street as per Engineering Instructions.
- 45.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 45.5 The contractor shall be solely liable for all expense for and in respect of repairs and/or damages occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/ or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.
- 45.6 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

46. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

46.1 Obtaining License before commencement of work :

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

46.2 Contractors Labor Regulations:

The bidder shall ensure compliance of all statutory obligations, viz. payment of wages / salary to the workers engaged by him on regular and timely basis (by 7th every month) and any other amounts including any Statutory Dues, charges, taxes and levies payable as per the relevant statues applicable and subsequent amendment thereof and same should be sole liability of Bidder and BSNL will not be liable in any circumstances whatsoever. The Bidder shall comply with the provisions of Employees State Insurance Act 1948, Workmen's Compensation Act, the Employees Provident Fund (and Family Pension Fund) Act 1952, the Payment of Bonus Act 1963, the Industrial Disputes Act 1947, the Payment of Wages Act, Contract Labour (Regulation & Abolition) Act 1970 with Contract Labour (R&A) 1971 and / or any other rules, regulations and / or statues that may be applicable from time to time or that may be introduced by the Centra /State Government or Municipal / Local Self Government authorities, subsequent to the date of this agreement. Default on this account shall be deemed as sufficient ground for termination of the Agreement.

In case of accident arising out of or/and in the course of this agreement. BSNL being owner / Principal Employer will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the bidder for payment towards loss or compensation whatsoever.

The person engaged by bidder shall be treated as bidder's own employees and they will claim no privileges from BSNL. The bidder will be directly responsible for administration of his employee as regards their wages, uniforms, general discipline and courteous behaviour.

47 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 BSNL/Calcutta telephones 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 BSNL may suffer or incur with respect to end./ or incidental to the same. The contractor shall have to furnish originals and/or 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 BSNL may require.

48. COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works 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 BSNL, municipal board/corporation , 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 agents engaged in the performance of the work

specified in the contractor documents. If the contractor shall require any assignee or subcontractor to share 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 BSNL 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.

49 TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements at his own cost for water required for carrying out works at sites. Failing his so doing the same may be provided by the Engineer-in charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

50 ALLIED ACTIVITIES :

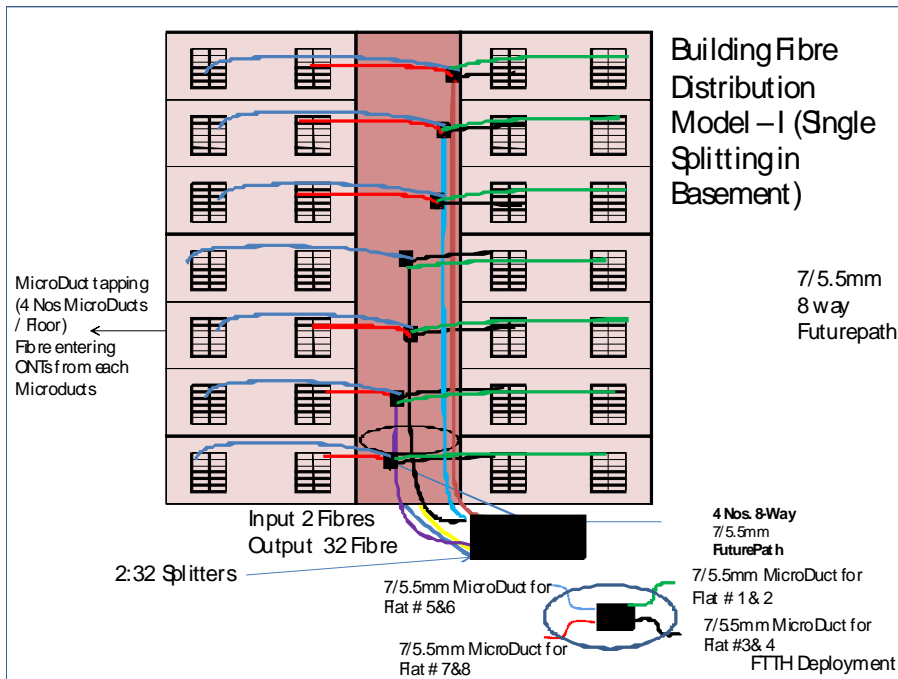
50.1 **Transportation of Materials:** The materials required for executing the work entrusted to the contractors against a P.O shall be made available at SSA Store/Telecom District Bhubaneswar stores /any such locations of stores within the area and boundary of Bhubaneswar Telecom District . The contractor shall be responsible for transporting the materials, 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.

50.2 **Supply of Materials:** There are some materials required to be supplied by the contractor for execution of work 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.

51. Type and models of buildings and associated works

51.1 **A) Building wirings for FTTH through conduit pipes/concealed conduit pipes/Micro Duct for stable and secure access:** It is proposed to have four models for using conduit pipes /concealed pipes/micro ducts in Green/ gray field environments. The proposed micro ducts and coupler are shown below shows the specifications for constructions and materials:

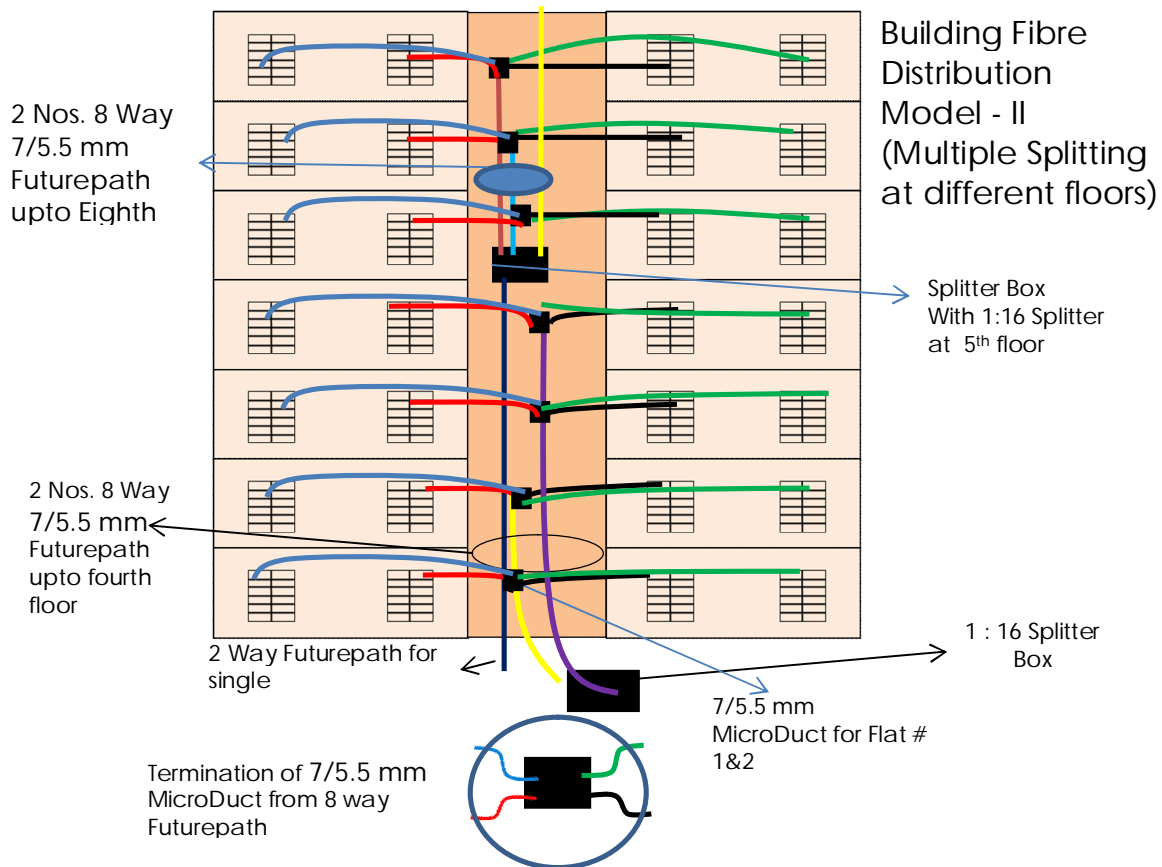
Model 4- High Riser (Single Splitting)



- One 2:32/ 1:32 splitter can be deployed at the basement.
- From Basement, 4 numbers of 8 way future path will be taken vertically along the shaft clipped at every 1 metre.
- Route One 8 way Future path to each two floors.

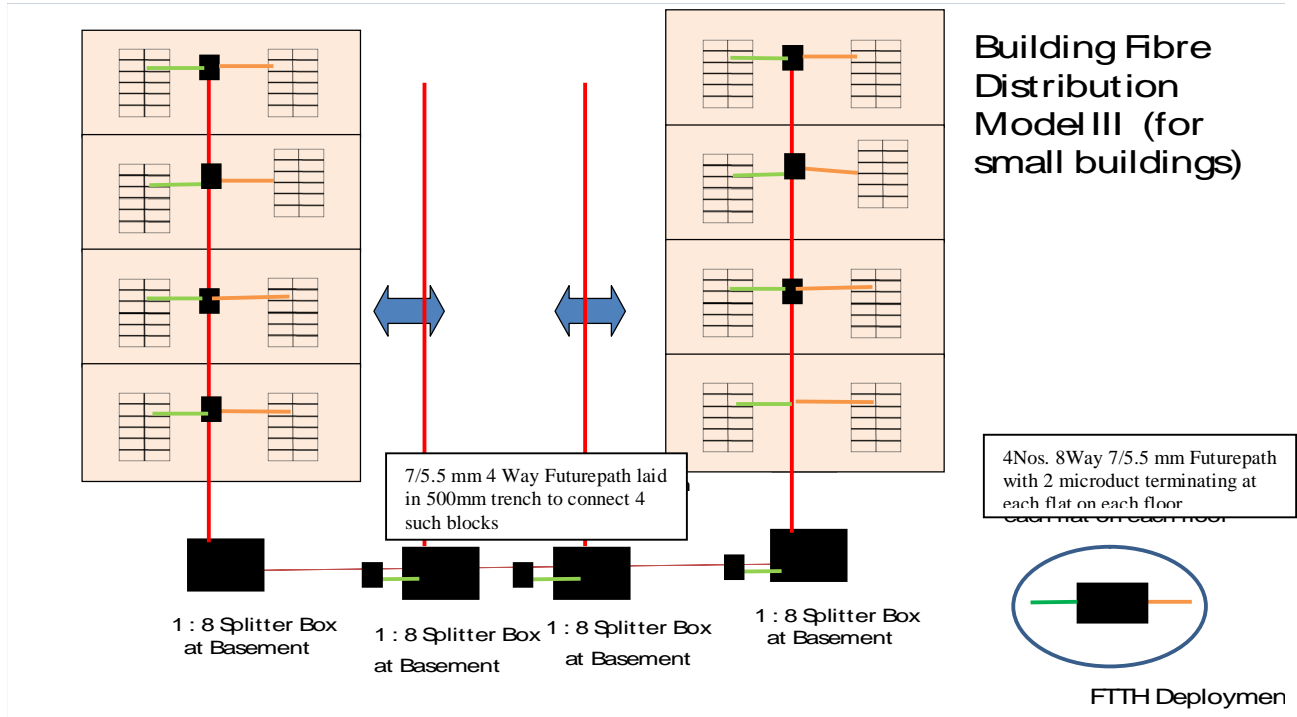
- At floors the outer sheath is cut from Microduct cutters to terminate Micro ducts at each apartment up to ONT's
- Micro duct couplers are provided for coupling at termination points
- Single Fiber Pigtails are then pulled through FRP(fiber reinforced plastic) rods of measurable length recorded in Measurement Books.
- Pigtails are easily and smoothly pulled from top to bottom through Micro ducts from ONT side to Splitter Boxes (Co extruded inside ribbed permanent lubrication at the inner part of duct reduces the co-efficient of friction inside by < .06)
- Ensure bending radius of micro ducts to be maximum 20 times the diameter of the microduct
- Average length of each duct will be 50 Metres or/and as recorded in measurement book, the recording in measurement book will be final.
- Four such duct will be laid to accommodate 32 customers
- Bidder will enter to the drawing hall after taking proper permission of the premise holder and terminate the microduct as per the consent of the user .However in case present user is not allowing entry of Microduct in such situation with reference to drawing hall, suitable length of Microduct (3-5 Metres) will be left in the coil form and at the time of customer demand same will be used by the bidder to terminate at the ONT without any extra cost along with ONT termination.

Model 4- High Riser (Multiple Splitting)

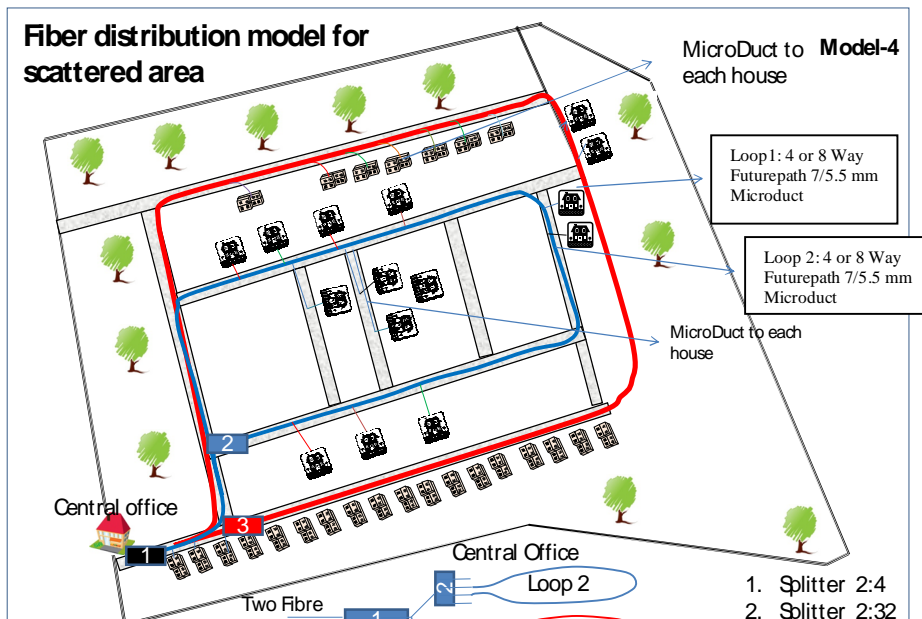


- OFC will be terminated at the basement and 2:4 /1:4 Splitters will be placed at the same locations and each splitted fiber will go to the next 1:16 splitter as a Input through Four way Futurepath
- Model -2 has 2 or more splitters .One 1:16 at basement and others at required floors. A 2 ways or 4 ways futurepath will be extended from the basement to the next splitters.
- 1:16 splitter can take care of 4 floors with 4 flats on each floor
- 2 No's of 8 ways future path will be taken along shaft of the building for terminating the microduct at customer ONT.
- Pigtails are pulled from ONT's to Splitter though FRP rods of measurable length as recorded in MB .
- For more than 4 apartments each floor, additional 2,3 or 4 way Futurepath can be put described in MB
- Ensure bending radius of Microducts to be maximum 20 times the diameter of the Microduct
- Average four way duct length for feeder to the splitters will be 25 Metres.
- Similarly the 8 way duct length from Splitter to ONT will be approximately 40 metres as precisely recorded in MB
- Average four such ducts may be assumed for total length of 160 Metres in such buildings as recorded in measurement book.
- Bidder will enter to the drawing hall to proper permission of the premise holder and terminate the microduct as per the consent of the user. However in case present user is not allowing entry of Microduct in such situation with reference to drawing hall suitable length of Microduct (3-5 Metres) will be left in the coil form and at the time of customer demand, same will be used by the bidder to terminate at the ONT inside without any extra cost along with ONT termination

Model 3- Small Complexes



- Four storey multiple buildings in a row will be provisioned by the Model Below
- 2:4 /1:4 splitter will be placed at any one of the buildings basement and through four way futurepath single fiber will be fed to the basement of other three buildings where 1:8 splitter will be placed and 8 way single futureway path will be erected on each such multistorey building to connect ONT to splitter.
- In such Models, trenching and extension to such buildings will be done by the bidder. Trenching and laying of four ways Futurepath will be done by the bidder. The Depth of the trench will be 500 mm .The trench length in above model, between four buildings, will be average 100 Metres.
- Small building with 8 apartments, 2 flats on each floor
- 1:8 Splitter Box to be set up at the basement
- 4 No's 2 way future path to be take along the shaft of the riser with clippings at every metre for the proper ducting in the building
- One 2 way Futurepath terminated to each Floor
- Individual Microduct terminated in each apartment through Microduct couplers
- Single Fiber Pigtails are then pulled in each duct from Top to Bottom i.e. from ONT side to Splitter boxes in the basement.



Model -1 Scattered Area

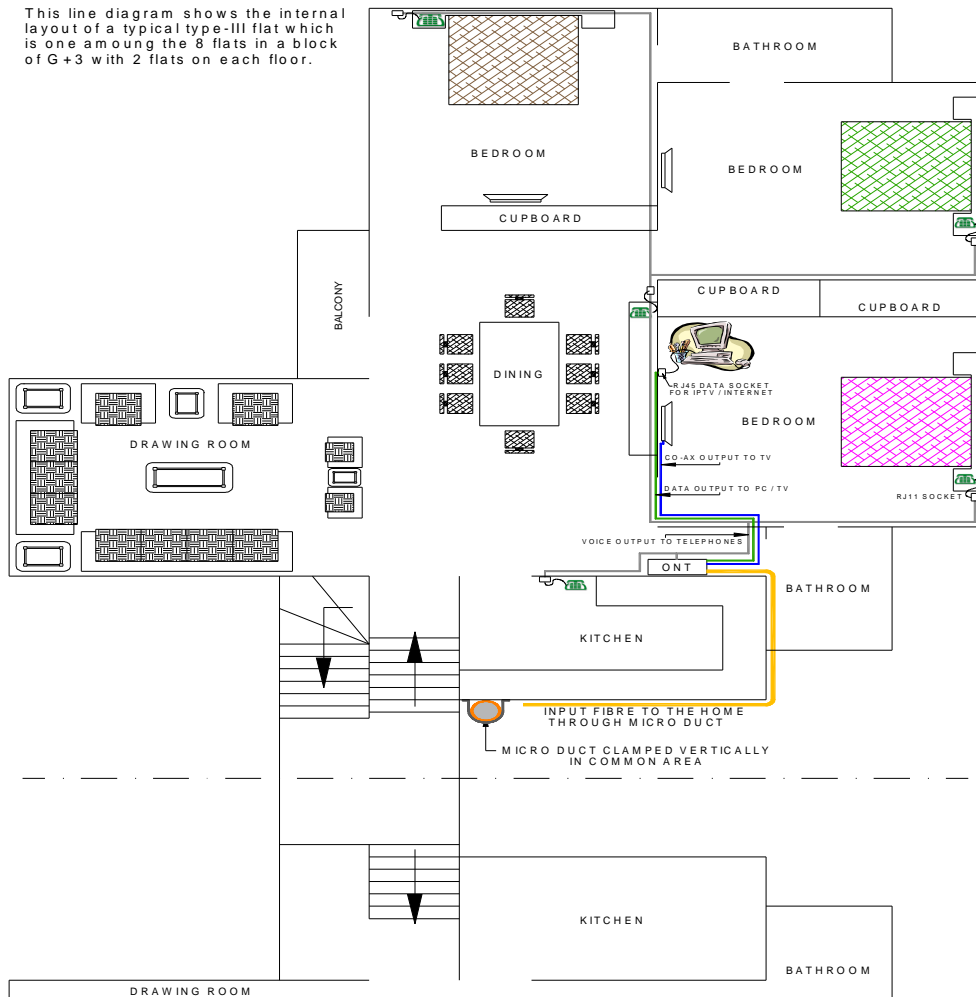
- Considered 4 splitters as per requirement of the scattered area.
- 2:4/1:4 Splitter will be used at the entry point or 500 metres nearer to the first customer.
- Suitable splitter (1:8/1:16) will be used to extend to customers.
- 4ways future path will be laid alongwith the 8 way Futurepath. 4ways futurepath will be used for providing the single fiber

- input to next splitters (3X 1:8/1:16) wherever required as described in MB.
- This situation may vary upon the size and customer density of that Area.
- Bidder's responsibility will be to provide the optimum solution.
- Fiber Loops created as per the area density and Area plan.
- 4 way and 8 way future paths are deployed as per the customer density as recorded in MB.
- Future path's are buried under the ground or put in some defined utility corridor of township
- One Microduct terminated to each house by simply cutting the sheath of the Futurepath and putting a coupler accordingly
- Single fiber pigtails are then pulled into them through FRP rods from Splitter Boxes to Individual households
- The average customer distance in such area will be around 40 metres.
- Laying of Microduct Four way /Eight way will be done by the bidder.
- The Pucca /Kucha road trenching and reinstatement will be done at minimum of 500 mm depth as recorded in MB.

51.1 B) House wirings for FTTH:

The house wiring will be done as per the standard practices used for Broadband installation. The CAT-5 cables with suitable connectors for Ethernet termination to the customer CPEs and drop wire with rosette and two RJ11 connectors shall be provided by the BSNL. Bidder will install the same in the house with the consent of the premise holder. A guideline diagram has been mentioned below. The In House wiring works will be the part of the SoR item No. 1.1 to 2.9 and corresponding price schedule for bring up the customer services. Similar design may be applicable for all other type of the houses.

PROPOSED LAYOUT OF INTERNAL WIRING OF FTTH INSIDE TYPE-III FLAT



51.2 Type of buildings areas and accordingly work associated:

All the customers' scenario has been divided into two major segments, green field and gray field.

51.2.1. Gray field: The fields have been existing occupancy and some of them may be the BSNL subscribers for fixed line / broadband services. Customer provisioning in such fields are difficult. The activities of customer provisioning has been divided

into two time spans. First is the enabling the building with micro duct infrastructure as a lot, irrespective of customer demand. Secondly provisioning of one way duct from the eight way future path to the customer at the time of customer provisioning based on the demand of individual customer and pulling or blowing of drop fibre from the splitter at the basement to any suitable place in the customers premise (drawing room or study room or bedroom or as per the request from the customers). After building wirings it is expected that the full utilization of the capacity may be possible within six month to one year. We can also upgrade the customers having broadband connectivity and or IPTV.

52.2.2. Green field: The new field areas having the buildings either under construction by the development authorities, builders, Special Economic Zones, or less occupancy buildings recently developed by such development authorities. Common ducts can be provided during construction itself. The activities of customer provisioning has been divided into two time spans. First is the enabling the building with micro duct infrastructure as a lot irrespective of customer demand. Secondly provisioning of one way duct from the eight way future path to the customer at the time of customer provisioning based on the demand of individual customer and pulling or blowing of drop fibre from the splitter at the basement to any suitable place in the customer premise (drawing room and or study room or bedroom or as per the request from the customers). After building wirings it is expected that the full utilization of the capacity may be possible within six months to one year. We can also upgrade the customers having broadband connectivity and or IPTV.

The whole environment and construction of the buildings have been further divided into four models as described in para 5 to cover the all type of buildings.

52.3.1 Model 1: Single storey (Bangla) type building.

In this scenario it is assumed that single storey, single customer Bangla type will be splitted within a campus of on average 500 metres periphery. The average distance between 8 number of customers will be 100 metres. 4 way microduct and 8 way microduct will be laid around the road side by trenching of 500 mm depth. The one way future path will be used to extend the fibre to the customer by average distance of 15 metres through trenching and remaining by wiring. It is assumed that 64 customer will be served. This is the costlier model where trenching, reinstatement and laying of microduct are involved. However, the customers in this model are precious and high end customers.

52.3.2 Model -2: Multi stories two to four stories buildings in blocks

In such buildings it is presumed that each storey will have four or eight occupancy and stories will be adjacent. It is also presumed that on average within 100 metres four such stories will be accomplished. BSNL will provide fibre connectivity at the basement of one of the building within cluster of four buildings. 1:4 / 2:4 splitters will split fibre into four fibres. Micro-duct four way future path will be laid by trenching method to cover all these four buildings. Average trenching distance will be for 100 metres. The 1:8 splitters will be placed at the basement of each building. The input will be the splitted fibre from the 1:4 / 2:4 splitters. Customer will be extended through fibre by such 8 eight way microduct. Based upon the green field or gray field scenarios customer provisioning will be done.

52.3.3 Model 3: High rise buildings having five to eight stories:

High riser with five to eight storey buildings or mega malls may be considered for model 1. In such multistory buildings single splitting such as 1:32 or 2:32 will be used. Average 50 metres of 4 numbers of eight way future path micro-ducts will cover 32 customers. Splitters may be placed at the basement of the building or at suitable place provided by the colonizer / society. BSNL will extend the 24 Fibre or 12 Fibre OFC from exchange from the central office up to splitter and the bidder will lay the micro-duct by pulling / blowing the drop fibre and extend the one way future path to the customer depending upon the buildings as gray field or green field as stated above.

52.3.4 Model 4: High rise buildings having more than eight stories:

High riser with more than eight storey buildings or mega malls may be considered for model 2. In such multistory buildings single splitting of 1:32 or 2:32 splitters or cascade splitting by 1:4 / 2:4 and 1:8 / 1:16 will be used. Average 25 metres of 4 way future paths will be used to extent the splitted fibre from the basement or from the suitable place provided by the colonizer to the 1:8 / 1:16 splitters for further splitting. In general first splitter will be in the ground floor and other will be the suitable locations to reach the customers with minimum distance from the 1:8 / 1:16 splitters. Average 40 metres of 8 numbers of eight way future path micro-ducts will cover 64 customers. BSNL will extend the 24 Fibre or 12 Fibre OFC from exchange (central office) to splitter and the bidder will lay the micro-duct and pull / blow the drop fibre and extend the one way future path to the customer depending upon the buildings as gray field or green field as stated above.

It is also proposed that provisioning of customers and maintenance of customer services for minimum three years shall be done by the same bidder and an incentive of quoted amount by the bidder will be offered to them for bringing a customer in the wired buildings.

53. Estimated Number of buildings and type of model number for House wiring with micro duct and G.657 Class-A single/ double fiber Cable/ micro cables and its Laying shall be assessed by the Orissa telecom circle..

54. Number of tentative customers planned model / building wise. The quantities are indicative only. There is no claim on the variation of the customers either lower side or higher side.

- 54.1 Assumptions made: Buildings are considered as per no. of 1:8, 1:16, 2:32 and 1:32 Splitters. Buildings are divided 50% as Green Field buildings and 50% as Gray Field Buildings.
- 54.2 The NIT call for is for rate contract for one year and further extendable for another year. Work orders will be issued by the respective Area DE/DGM/GM, after identification of the buildings. GM TD Bhubaneswar will declare buildings as for mentioned above as model -I to Model-IV and green field buildings or gray field buildings. The corresponding rate will be applicable. The cities as mentioned above are indicative only. These cities are planned for FTTH applications in first phase. Cities may also be as per choice of the circle and further plans.
- 54.3 Two bidders in each Area will be selected with the right of BSNL Orissa to do the same works by its own resources.
- 54.4 The conduit pipes /concealed conduit pipes /micro ducts and accessories are to be supplied as per the GR specification GR No. GR/MDS-01/01, FEB,2010 (The Draft GR is under finalization is TEC).

55 EXCAVATION OF TRENCHES

Trenching

Location and Alignment of the Trench :

In city areas, the trench will normally follow the foot-path of the road except where it may have to come to the edge of the carriage way cutting across road with specific permissions from the concerned authorities maintaining the road (such permissions shall be obtained by the department). Outside the city limits the trench will normally follow the boundary of the roadside land. However, where the road side land is full of burrow pits or afforestation or when the cable has to cross culverts/ bridges or streams, the trench may come closer to the road edge or in some cases, over the embankment or shoulder of the Road (permissions for such deviations for cutting the embankment as well as shoulder of the road shall be obtained by the department).

The alignment of the trench will be decided by a responsible departmental official, not below the rank of a Junior Telecom Officer. Once the alignment is marked, no deviation from the alignment is permissible except with the approval of Engineer-in-charge. While marking the alignment only the centre line will be marked and the Contractor shall set out all other work to ensure that, the excavated trench is as straight as possible. The Contractor shall provide all necessary assistance and labour, at his own cost for marking the alignment. Contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate marking the centre line without any extra charges. It is to be ensured that minimum amount of bushes and shrubs shall be removed to clear the way and the contractor shall give all, consideration to the preservation of the trees.

The line up of the trench must be such that microduct(s) shall be laid in a straight line, both laterally as well as vertically except at locations where it has to necessarily take a bend because of change in the alignment or gradient of the trench, subject to the restrictions mentioned else where.

Method of Excavation:

In city limits as well as in built up areas, the contractor shall resort to use of manual labour only to ensure no damage is caused to any underground or surface installations belonging to other public utility services and/or private parties.

However, along the Highways and cross country there shall be no objection to the Contractor resorting to mechanical means of excavation, provided that no underground installations exist in the path of excavation, if any, are damaged.

There shall be no objection to resort to horizontal boring to bore a hole of required size and to push through G.I. Pipe (65 mm/40mm dia) through horizontal bore at road crossing or rail crossing or small hillocks etc.

All excavation operations shall include excavation and 'getting out'. 'Getting out' shall include throwing the excavated materials at a distance of at least one Metre or half the depth of excavation, whichever is more, clear off the edge of excavation. In all other cases 'getting out' shall include depositing the excavated materials as specified.

In Rocky strata excavation shall be carried out by use of electro mechanical means like breakers or by blasting wherever permissible with express permission from the competent authority. If blasting operations are prohibited or not practicable, excavation in hard rock shall be done by chiseling.

Trenching shall as far as possible be kept ahead of the laying of pipes. Contractor shall exercise due care that the soil from trenching intended to be loose for back filling is not mixed with loose debris. While trenching, the Contractor should not cause damage to any underground installations belonging to other agencies and any damage caused should be made good at his own cost and expense.

Necessary barricades, night lamps, warning board and required watchman shall be provided by the contractor to prevent any accident to pedestrians or vehicles. While carrying out the blasting operations, the contractor shall ensure

adequate safety by cautioning the vehicular and other traffic. The contractor shall employ sufficient man-power for this with caution boards, flags, sign writings etc.

The contractor should provide sufficient width at the trench at all such places, where it is likely to cave in due to soil conditions without any extra payment. A minimum free clearance of 15 cms should be maintained above or below any existing underground installation. No extra payment will be made towards this.

In order to prevent damage to HDPE/PLB/existing installation/newly laid installations pipes over a period of time, due to the growth of trees, roots, bushes, etc., the contractor shall cut them when encountered in the path of alignment of trench without any additional charges.

In large burrow pits, excavation may be required to be carried out for more than 165 cms in depth to keep gradient of bed less than 15 degrees with horizontal. If not possible as stated above, alignment of trench shall be changed to avoid burrow pit completely.

Depth and Size of the Trench:

The depth of the trench from top of the surface shall not be less than 500 mm unless otherwise relaxation is granted by competent authority under genuine circumstances. In rocky terrain, the depth of the trench may be restricted to a depth of 100 to 140 mm. However, Engineer-in-charge in exceptional cases due to adverse site conditions encountered, may allow to lay microduct at a lesser depth with additional protection. In all cases, the slope of the trench shall not be less than 15 degrees with the horizontal surface. The width of the trench shall normally be such that smoothly laying and branching of microduct can be possible and in case, additional microduct can be laid in some stretches, the same shall be accommodated in this normal size trench.

When trenches are excavated in slopes, uneven ground, inclined portion, and the lower edge shall be treated, as top surface of land and depth of trench will be measured accordingly. In certain locations, such as uneven ground, hilly areas and all other Places, due to any reason whatsoever it can be ordered to excavate beyond standard depth of 165 cms to keep the bed of the trench as smooth as possible. Near the culverts, both ends of the culverts shall be excavated more than 165 cms. to keep the gradient less than 15 degree with horizontal. For additional depth in excess of 165 cms., additional payment of pro rata basis shall be applicable.

If excavation is not possible to the minimum depth of 500 mm., as detailed above, full facts shall be brought to the notice of the Engineer in charge in writing giving details of location and reason for not being able to excavate that particular portion to the minimum depth. Approval shall be granted by the competent authority in writing under genuine circumstances. The decision of the competent authority shall be final and binding on the contractor.

Dewatering:

The Contractor shall be responsible for all necessary arrangements to remove or pump out water from trench. The Contractor should survey the soil conditions encountered in the section and make his own assessment about dewatering arrangement that may be necessary. No extra payment shall be admissible for this.

Wetting:

Wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done by the contractor. No extra payment shall be admissible for this.

Back Filling and Dressing of the Trench :

The earth used for filling shall be free from all roots, grass, shrubs, vegetation, trees, saplings and rubbish. Provided that the microduct(s) has been properly laid in the trench at the specified depth, the back filling operation shall follow as closely as practicable. The back filling operation shall be performed in such a manner so as to provide firm support under and above the microduct and to avoid bend or deformation of the duct pipes when the pipes get loaded with the back filled earth.

At locations where the back filled materials contains stones/sharp objects which may cause injury to the microduct pipes and where the excavated or rock fragments are intended to refill the trench in whole or in part, the trench should be initially filled, with a layer of ordinary solid or de-rocked loose earth of not less than 10 cms above the pipes.

Back filling on public, private roads, railway crossings, footpaths in city areas shall be performed immediately after laying the microduct pipes. Back filling at such locations shall be thoroughly rammed, so as to ensure original condition and made safe for traffic. All excess soil/ material left out on road/ footpath/railway crossing shall be removed by contractor. However, along the high way and cross-country, the dug up material left out should be kept as heap above the trench while refilling.

In city limits, no part of the trench should be kept open for more than 50 Metre length at any time and in all places where excavation has been done, no part of the trench should be kept open over night to prevent any mishap or accident in darkness.

56 PIGTAIL / MICROCABLE PULLING/ BLOWING AND JOINING/SPLICING :

PIGTAIL/ MICRODUCT PULLING/ BLOWING :

The Pigtail/ micro cable work is to be carried out under the strict supervision of site in-charge. At a time, maximum three persons at every building should be deployed to pull / blow the cable as more tension to cable may lead to breaking of fibers. Cost of such damages will be recovered from the contractor.

After pulling of the suitable length of the Pigtail / micro cable both ends of Pigtail should be terminated by making field crimpable connectors fitting on it and should be terminated to splitter at one end and ONT at other end.

57 Documentation :

The documentation, consisting of the following shall be prepared buildingwise.

i) Route Index Diagrams in case of trenching– General : This diagram shall consist of microduct Route Details on Geographical Map drawn to scale with prominent land marks and alignment of duct with reference to road. This shall be prepared on A-3 sheets of 80 GSM.

- ii) Route Index Diagrams –Profile: These diagrams will contain:
- Make and size of the microduct.
 - Offset of duct from centre of the road at every 10 meters;
 - Depth profile of microduct at every 10 Metre;
 - Details of protection with type of protection depicted on it;
 - Important landmarks to facilitated locating the microduct in future;
 - Location of Joints.

These diagrams shall be prepared on **A-4 sheets** of 80 GSM. On one sheet profile of maximum 400 meters shall be given to ensure clarity.

This shall be prepared on A-4 sheets of 80 GSM.

All the diagrams (i) , (ii) & (iii) shall bear the signatures of the contractor, the Engineer-in-charge as a proof of accuracy of the details. The diagrams shall be bound in A-4 size book with cover. The cover sheets shall be of 110 GSM and laminated. The front cover shall have the following details.

1. Name of the Area wise, Zone wise of the SSA
 2. Name and address of the building with model no. and type as green field or gray field.
 3. Name of the Contractor
 4. Date of commencement of work
 5. Date of completion of work
- For each route/section 4 sets of above mentioned document shall be submitted

58 SAFETY PRECAUTIONS :

Safety Precautions when excavating or working in excavations close to electric cables

The Engineer- in-charge of the work should get full information from Electricity undertaking regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be preceded with close consultation with them.

Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power Cables, not laid in conduits, are usually protected from above by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always to drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working near by so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be contacted

to do the needful. If an electric cable is damaged even slightly, it should be reported to the Electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

Electric shock-Action and treatment :

Free the victim from the contact as quickly as possible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands as his body may be energized while in contact. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every moment of delay is serious, so, in the meanwhile, a doctor should be called for.

58.3 Safety Precautions while working in public street and along railway lines :

58.3.1 Where a road or footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. Excavation work should be done in such a manner that it will not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable bridges over open trenches should be so planned that these are required for the minimum possible time. Where bridges are constructed to accommodate vehicular traffic and is done near or on railway property, it should be with the full consent and knowledge of the competent railway authorities.

58.3.2 Danger from falling material:

Care should be taken to see that apparatus, tools or other excavating implements or excavated materials are not left in a dangerous or insecure position so as to fall or be knocked into the trench thereby injuring any workman who may be working inside the trench.

58.3.3 Care when working in Excavations:

Jumping into a trench is dangerous. If it is deep, workmen should be encouraged to lower themselves. Workers should work at safe distance so as to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire or sharp objects they should be removed carefully. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. If an obstruction is encountered, it should be carefully uncovered and protected if necessary. Care must be taken to see that excavated material is not left in such a position that it is likely to cause any accident or obstruction to a roadway or waterway. If possible the excavated material should be put between the workmen and the traffic without encroaching too much on the road.

58.3.4 Danger of cave in:

When working in deep trenches in loose soil, timbering up/shoring the sides will prevent soil subsidence. The excavated material should be kept at sufficient distance from the edge of the trench or pit. Vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunneled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

58.3.5 Protection of Excavations:

Excavations in populated areas, which are not likely to be filled up on the same day should be protected by barriers or other effective means of preventing accidents and the location of all such openings must in any event be indicated by red flags or other suitable warning signs. During the hours from dusk to dawn, adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risk and responsibility is involved. Notwithstanding adoption of the above mentioned precautions, works involving excavations should be so arranged as to keep the extent of opened ground and the time to open it to a minimum.

58.3.6 Precautions while working on roads:

The period between half an hour after sun-set and half an hour before sunrise, and any period of fog or abnormal darkness may also be considered as night for the purpose of these instructions, for the purpose of providing the warning signs. Excavation liable to cause danger to vehicles or the public must at all times be protected with fencing of rope tied to strong uprights or bamboo poles at a suitable height or by some other effective means. Any such temporary erection which is likely to cause obstructions and which is not readily visible should be marked by posts carrying red flags or boards with a red background by day and by continuously lighted lamps at night.

The flags and the lamps should be placed in conspicuous positions so as to indicate the pedestrians and drivers of vehicles the full expanse i.e. both width and length of the obstruction. The distance between lamps or between flags should not generally exceed 1.25 m along the width and 6m along length of the obstruction in non-congested areas, but 4 meters along the length in congested areas. If the excavation is extensive, sufficient notice to give adequate warning of the danger, should be displayed conspicuously not less than 1.25 m above the ground and close to the excavation. Where any excavation is not clearly visible for a distance of 25m to traffic approaching from any direction or any part of the carriage way of the road in which the excavation exists, a warning notice should be placed on the curb or edge of all such roads from which the excavation or as near the distance as is practicable but not less than 10 m from the junction of an entering or intersecting road in which the excavation exists. All warnings, in these should have a red background and should be clearly visible and legible. All warning lamps should exhibit a red light, but white lights may be used in addition to facilitate working at night. Wherever required a passage for pedestrians with footbridge should be provided. At excavations, cable drums, tools and all materials likely to offer obstructions should be properly folded round and protected. This applies to jointer's tents as well. Leads, hoses etc. stretched and across the carriageway should be guarded adequately for their own protection and also that of the public.

58.3.7 Traffic Control:

The police authorities are normally responsible for the control of traffic and may require the setting up of traffic controls to reduce the inconvenience occasioned by establishment of a single line of traffic due to restriction in road width or any other form of obstruction caused by the work. As far as possible, such arrangements should be settled in advance. If there are any specific regulations imposed by the local authorities, these should be followed.

ANNEXURE –1

ANNUAL MAINTENANCE CONTRACT FOR FTTH CUSTOMERS PROVISIONED BY EXTENSION OF DROP FIBRE INCLUDING SUPPLY AND INSTALLATION OF HDPE MICRO DUCTS FOR PERIOD OF THREE YEARS AFTER ONE YEAR OF WARRANTY FROM THE DATE OF COMPLETION OF WORK ORDER FOR THE BUILDINGS.

This agreement is made on the _____ day of _____(month, year) between M/s. **Bharat Sanchar Nigam Limited**, a company registered under the Companies Act 1956 having licence to provide all types of services of Telegraph and having its registered office at 2nd floor, Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath Road, New Delhi – 110 001 (hereinafter called BSNL), of the ONE PART and _____ a company registered under the Companies Act 1956 and having its registered office at _____

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

WHEREAS, BSNL has placed purchase order on the CONTRACTOR vide No. _____ dated _____ for supply & Annual Repair/Maintenance of SUPPLIED ITEMS AND INSTALLED MICRO DUCT AND PIGTAILS/ MICRO CABLE AS PER WORK ORDERS against tender No. _____, dated _____.

WHEREAS the CONTRACTOR has made the offer to duly comply with all the provisions of the Bid Document, including those pertaining to Post Warranty Annual Repair/Maintenance Contract, after making himself fully aware and understanding fully the implications of the terms and conditions and specifications mentioned therein and which has been accepted by BSNL on the terms and conditions mentioned hereafter and after ascertaining that the CONTRACTOR is fully capable of complying with the aforesaid terms of the Bid Document.

NOW the AGREEMENT WITNESSETH as follows:

1.0 GENERAL

- 1.1 This Agreement shall come into effect from the date of expiry of warranty.
- 1.2 The expiry of warranty of the SUPPLIED EQUIPMENTS AND INSTALLED MICRODUCT AND PIGTAIL/MICRO CABLE for the work ordered buildings in the cities purpose of initiation of AMC, shall be deemed to occur 12 months from the date of commissioning of the work ordered and installations.
- 1.3 This Agreement shall remain in force for three years after the expiry of warranty, while at the same time the terms and conditions of this agreement except for payment of charges to the CONTRACTOR shall also apply during warranty period.
- 1.4 Extension of this Agreement beyond three years shall be negotiable depending on the performance of the CONTRACTOR during the Agreement period.
- 1.5 In addition to complying with all the terms and conditions recorded in the bid document, the CONTRACTOR hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.
- 1.6 Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.
- 1.7 This AMC agreement covers comprehensive repair of all types of faults , assemblies including supply of required duct and accessories etc. used in completion of work orders.
- 1.8 The CONTRACTOR shall have to undertake repair work of all the fault occurred irrespective of geographical location. There will be no minimum or maximum limit of the number of fault occurrence and locations.
- 1.9 During the period of AMC the CONTRACTOR shall, inter alia:
 - i) Repair or replace the faulty duct and pool / blow Pigtail/micro cables and fitting of field crimp able connectors and termination.
 - ii) Diagnose the faults of micro duct / pigtail / customer link.
 - iii) Rectify the faults so detected.
 - iv) Carry out half-yearly preventive maintenance.
 - v) Upkeep the FTTH customer provisioning work as and when required.
 - vi) Shift the microduct when required due to building expansion or due to any reason.
 - vii) Submit customized reports.
 - viii) Provide full & time bound assistance for customer provisioning and associated systems with any branching of the microduct and pooling of pigtail as and when required by BSNL.

- 1.10 The CONTRACTOR shall prepare the schedule of preventive maintenance of provisioning for each quarter and shall submit the same to BSNL in advance. The preventive maintenance shall not affect the normal functioning of the systems working on it.
- 1.11 The CONTRACTOR shall provide all updates and customers feedback to BSNL free of cost as a part of the AMC as well the maintenance of these updates.
- 1.12 The CONTRACTOR shall be solely responsible for the repair of works under work order and maintenance. BSNL shall not be liable to interact with any of the partners/ collaborators or subcontractors of the CONTRACTOR.

2.0 PERFORMANCE GUARANTEE

- 2.1 The Performance Bank Guarantee of the value of 5% of the P.O. cost deposited at the time of issue of P.O., which is valid during warranty period, shall also cover the performance obligation regarding this AMC during the initial period of AMC.
- 2.2 Two months before the expiry of the above mentioned PBG (5% of P.O. value), the CONTRACTOR shall deposit another performance guarantee of 2% of the P.O. value in the form of a bank guarantee for AMC obligation (valid for the remaining AMC duration plus six months), as per format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone FAX number, in favour of BSNL issued by a nationalised bank payable at -----, in favour of Accounts Officer (Cash), ----- . If for any reason AMC period is extended, the CONTRACTOR shall extend the PBG accordingly.
- 2.3 Without prejudice to its rights of any remedy the purchaser shall have the absolute right to forfeit and encash the Performance Guarantee, for unsatisfactory performance of the CONTRACTOR or for any non-compliance of any of the conditions of this Agreement.
- 2.4 The Bank Guarantee shall be discharged after successful completion of CONTRACTOR's performance obligations under the Agreement and subsequent extension if any or in the event of any default in the execution of the Agreement by the CONTRACTOR as per terms and conditions of the Agreement, the Bank Guarantee shall be invoked either in part or in full.
- 2.5 The M/s shall extend the validity of the PBG on yearly basis for the further extended period of this Agreement, if any, or otherwise till all the dues of BSNL by virtue of this agreement have been fully paid and its claims satisfied and dissatisfied.

3.0 TECHNICAL SUPPORT CENTRE

- 3.1 The CONTRACTOR shall have at least one Technical Support Centre in Kolkata which may be increased to one area wise depending on the customer demand and meeting contract terms for up keep and service availability and quality. The CONTRACTOR may set up more such centres to meet the criteria for fault occurrence and repair times, fault restoration as mentioned in the AMC. The CONTRACTOR shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical Support Centres and contact persons at the time of signing this Agreement. The CONTRACTOR shall also specify the areas/stations to be covered by each Technical Support Centre in the format given at **Appendix-'A'** to this agreement.
- 3.2 Any change in Address, Phone number, FAX Number etc shall have to be intimated in writing by the CONTRACTOR to the concerned Area JTO/SDE/DE/DGM/GM/SSA head of , BSNL as well as BSNL Corporate Office immediately.
- 3.3 The Technical Support Centre (s) shall work as repair centre (s) and they shall be responsible for repairing the fault and shall also maintain a requisite minimum stock of microduct and accessories required to maintain in order to keep the down time within limits as envisaged in this agreement.
- 3.4 The contractor shall ensure that all the Technical support centre/s are manned by 24/7 basis by fully competent and responsible Engineers / technicians and are:
 - (i) Capable of handling all types of problems faced during the diagnosis and repair / replacement and patrolling the installation at every interval on daily basis for fast restoration of faults and
 - ii) Capable of attending the faults with the testing instruments at sites whenever needed by deputing competitive technical expert .
- 3.5 The CONTRACTOR shall also ensure that Technical support Centre/s are manned and are able to provide service to BSNL round the clock, all the twenty four hours and seven days of the week throughout the year. The level of service provided to BSNL shall not go down during nighttime or due to any day being holiday, or for any other reason.

4.0 **TERMS AND CONDITIONS FOR REPAIR OF ROUTE/UNITS/MODULES**

- 4.1 The CONTRACTOR shall set up at least one repair centre in each city within 6 months from the date of purchase order, with the facilities for repair of all types of modules/ units/ installation. In all cases BSNL shall interface only with the CONTRACTOR.
- 4.2 The CONTRACTOR shall arrange and ensure repair or replacement of the faulty microduct / Pigtail / connectors or jointing with mechanical lock to restore the customer services within three hours of occurrence of the fault.
- 4.3 The turn-around time shall be calculated from the time of receipt of the fault by e-mail or by docket receipt or by phone calls Either from BSNL or from the customer.
- 4.4 The decision of concerned BSNL officials shall be final on the functional acceptability of the repaired installation. In case customer has not come up or no sign of ONT log in come up in the system even after restoration reported by the contractor or the repair report found to be unattended / unrepaired report, shall be repaired free of charge and the counting of time of repair will be reckoned from original booking of the fault and a penalty shall be applicable as per clause 6 below.
- 4.5 The CONTRACTOR shall not refuse to repair any installation executed by him for any reason. In case the fault diagnose indicate that it may intend to customer premises and customer is not available in such case a receipt of the customer that premises was closed from (time in hours) to (time in hours) from the date to date. Now, the services are restored and working satisfactory. Except for the above in case fault restoration reporting by the contractor will be taken severely and seriously and anyone of the clause 6 below penalty can be imposed by the Area DGM/GM/CGM of BSNL that will be binding to the contractor.

5.0 **TERMS AND CONDITIONS/ TECHNICAL SUPPORT PROCEDURE FOR MAINTENANCE OF OF ROUTE**

- 5.1 In case of any fault, abnormality in the customer service, the duty officer in charge/customer itself will report to the contractor at their call centre / repair centre about the fault over phone / FAX / pager / e-mail. The turn-around time shall be calculated from the time of receipt of the fault by e-mail or by docket receipt or by phone calls Either from BSNL or from the customer.
- 5.2 The details of the fault reported shall be recorded in a prescribed format, called the “**FAULT – DOCKET**” as given in **Appendix-B** of this Agreement. Changes in the “**FAULT – DOCKET**” may be incorporated for better reporting and recording reconciliation of the faults at BSNL site and also at Technical support Centre of the CONTRACTOR by mutual agreement and understanding, to best utilize the Fault Docket facility as and when such need is felt. To this end changes in fault reporting procedures can also be incorporated.
- 5.3 Even if the fault is reported over phone to the Technical support Centre a copy of the “Fault Docket” duly filled in by the station Incharge of BSNL shall be sent by FAX and also by post to the Technical support Centre of the CONTRACTOR for records. The time of occurrence of fault as recorded in the fault docket shall only be taken into consideration for calculating the actual duration of faults.
- 5.4 Similarly, after rectification of fault a fresh Fault-Docket duly filled in and after recording the time of restoration and total duration of fault, will be sent by station In-charge of BSNL to the Technical support Centre, preferably by FAX, for records. The time of the system log for the customer shall be considered as restoration time.
- 5.5 In case of any dispute arising regarding duration of fault etc., the Fault Docket as maintained at the BSNL station shall be the guiding documents to be agreed by both parties.
- 5.6 The “Fault Docket” shall be filled with utmost care, giving all the details of the faults and other information as prescribed in the Fault Docket and the entries made shall be authenticated by signature of the In-charge of the station / area concerned.
- 5.7 Technical instructions shall be given to the BSNL staff of the concerned over phone. If the fault is restored by following the instructions given over phone, the station Incharge of site will close the Fault Docket after making suitable entries and after satisfying himself of the proper restoration of the fault. A copy of the Fault Docket duly filled in shall be sent to the Technical support Centre for records.

- 5.8 The CONTRACTOR shall also ensure visits of the expert and competent technical staff of the CONTRACTOR in case the fault is not rectified to the satisfaction of BSNL even after following the telephonic instructions and advices.
- 5.9 Once the fault has been rectified and the services were restored to normalcy, the visiting engineer of the CONTRACTOR shall record in the station Log Book, the details of the works done by him for restoration of the faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BSNL staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also.
- 5.10 **FAULTS: SEVERITY LEVELS AND RESTORATION TIME:**
- 5.10.1 If the customer link is down/faulty such that service is not available from ONT then fault/s shall be treated as **Severity Level 1**. Such faults shall be rectified such that service is restored within 3 hours of the reporting.
- 5.10.2 From the next day 00.00 hour to the 24.00 hrs. of existence of fault or multiple of fault will be treated as severity level-2. Similarly, the third day of fault from 00.00 hrs to 24.00 hrs. shall be treated as severity level-3 and on fourth day onward the fault shall be treated as severity level-4.
- 5.10.3 The time for restoration of fault will be counted from the time of reporting to the technical support centre as per procedure prescribed in clauses 5.1 to 5.3 of this agreement.

6. LIQUIDATED DAMAGES

- 6.1 Should the contractor fails to restore the customer link within the time limit specified in clause 4 and 5.10 above and fail to perform other obligation in the agreement within graced and prescribed period herein BSNL, without prejudice to its other records available to it shall be entitled to recover as agreed Liquidated Damages (LD) for the breach contract at the rate and in the circumstances herein below:
- 6.2 The LD as stated above shall be recovered for each failure under agreement and shall be set off / adjusted against running bills besides another action / remedies / rights of Calcutta telephones, BSNL including the termination of contract.
- 6.3 Quantum of LD assessed and levied / recovered by the BSNL and decision of BSNL shall be final and binding on the Franchisee and shall not be challenged either before the court or Arbitration Tribunal. The same should stand specifically excluded from the purview of the Arbitration clause.

<u>Severity Level</u>	<u>Penalty for delay per occasion</u>
1	5% of the quoted AMC charges incremental by 1% per hour limit to Rs.500
2	Rs. 1000/-
3	Rs. 1500/-
4	Rs. 2000/-

The penalty shall be deducted from the half-yearly bills. The maximum value of penalty for fault shall not exceed 25% of AMC amount in that half-year.

7. **AMC CHARGES AND PAYMENTS:** The charges for AMC will be as given in the purchase order.
- 7.1 For fulfilling the above obligations, the following procedure shall be followed for paying the CONTRACTOR the charges for the services rendered by the CONTRACTOR under this Agreement.
- 7.2 BSNL shall not pay any charges in advance. Bills for AMC Area wise/Zone wise payable by respective Area DGM/GM at the end of each half-year, after successful execution of the works under this Agreement normally within 30 (thirty) days of the receipt of the bill duly completed.
- 7.3 The CONTRACTOR shall submit the bill to each respective Area DGM/GM on half-yearly basis, with the satisfactory performance report by the incharge of the designated person of the contractor. The penalty, if any, shall be deducted from the sums due.
- 7.4 BSNL reserves the right to adjust any over-payment of AMC charges in any half-year, any time during the period of AMC.
- 7.5 If BSNL is not satisfied with the performance of the CONTRACTOR during AMC it reserves the right to terminate the AMC during its currency, after giving two months notice to the CONTRACTOR.

8.0 TERMINATION OF CONTRACT

- 8.1 Pursuant to clause-4.2, if the CONTRACTOR fails to return the repaired and tested OK OF Cables within stipulated period mentioned in clause-4.3 and 4.4, the CONTRACTOR will be liable to pay penalty in accordance with clause-6.1 till the OF Cable is repaired/replaced, however beyond 6 weeks of delay BSNL will have the right to terminate the contract and forfeit the performance guarantee.
- 8.2 Failure on the part of CONTRACTOR to comply with any of the clauses of this agreement shall constitute to be sufficient ground for termination of contract and the BSNL (purchaser) shall have the right to forfeit the performance securities submitted to BSNL.
- 8.3 The purchaser has the right to issue notice of two months in writing to terminate the contract at any time during its currency if the purchaser does not find Contractor's services satisfactory and does not want to continue the contract further.

9. FORCE MAJEURE

Neither BSNL nor the CONTRACTOR shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the CONTRACTOR including but not limited to fire (including failure or reductions), acts of God, acts to the public enemy, was, insurrections, riots, strikes, lockouts, sabotage, any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

10. DISPUTES & ARBITRATION:

- 10.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CGM , Orissa Telecom Circle, Bhubaneswar or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, BSNL or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGM, BSNL or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the CGM, BSNL or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- There will be no objection to any such appointment on the ground that the arbitrator is BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever the CGM, BSNL or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 10.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 10.3 The venue of the arbitration proceeding shall be the Office of the CGMT ,Orissa ,BSNL,Bhubaneswar or such other Places as the arbitrator may decide.
- 10.4 Any party shall not use any information obtained from other party during the course of dispute resolution process under this clause for any purpose other than to resolve the dispute and such information shall not be used in any litigation.
- 10.5 Both parties shall use their best efforts in good faith and best intention to resolve disputes by mutual negotiation and consultation and shall settle amicably any dispute that may arise or relate to this agreement or a breach thereof. Pending resolution of a dispute, the contractor shall continue to fulfill its obligations under this agreement.

11. SET OFF:

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

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

Signed and delivered for and on behalf of BHARAT SANCHAR NIGAM LIMITED.

By _____

Signed on behalf of M/s. _____

By Shri _____ holder of General Power of Attorney dated _____ executed in accordance with the Resolution No. _____ dated _____ passed by Board of Directors.

In the presence of:

Witness:

1. _____

2. _____

Appendix: "A" to the AMC

Details of Technical support Centres

Sl. No.	Location of Technical support Centre	Area/Stations Served	Postal Address	Telephone Numbers Minimum two	Mobile Phone Number	FAX Number
1		1 2 3 4 5				
2						
3						
4.						
5						
6						
7						

Appendix-B

to the AMC
page 2 of 3

8. Date _____ Time _____ (of receiving the 2nd assistance over phone from Technical support Centre)
9. Details of assistance received:
(Note: Add additional sheet if needed.)
10. Was the fault restored by following the instructions given over phone?
A- YES B- NO Tick whichever is applicable)
11. If Yes, record date & time of restoration & duration of fault:
Date _____ Time _____ (in hours & minutes)
Duration of Fault: _____ days _____ Hours _____ minutes.
12. Was the fault restored?
A- Partially B- Fully (Tick whichever is applicable)
13. If the fault is not restored or restored only partially, give details of observation:

(Note: Add additional sheet if needed)
14. Note date & time of giving feed back vide Srl No: 14 above to the Technical support Centre:
(only in the event of partial / non restoration of faults)
Date _____ Time _____ . (in hours & minutes)
15. Date & Time of arrival of CONTRACTOR's Expert at site / station of fault:
Date _____ Time _____ . (in hours & minutes)
16. Brief observation and works done by the CONTRACTOR's staff / expert:

(detailed entry to be made by CONTRACTOR's staff in the station Log-Book)
17. Date & Time of complete restoration of the system :
Date _____ Time _____ . (in hours & minutes)
18. Total Duration of Fault: _____ days _____ hrs.

Verification Certificate by Officer Incharge:

Verified from the system log and the fault reporting and restoration time of the customer no..... are as under:

;Fault reporting time hrs..... Date..... by phone/e-mail/pager/FAX (e-mail shall preferred) and restoration time as per the system log is hrs..... Date..... and number of fault day(s). /copy of the system log attached.

19. Remarks of Station in charge (if any) :

20. Remarks of visiting engineer (of CONTRACTOR), if any :

Signature :
Name :
Designation :
(of BSNL staff / in charge of the station)

Note:

1. Each page of the Docket must be signed by designated officer of BSNL (including the additional sheets, if attached)
2. A copy of the Fault- Docket must be sent to the Technical support Centre of the CONTRACTOR, immediately by FAX / Post after restoration of fault.
3. At the time of first reporting it may not be possible to pinpoint the fault. Hence more than one box can be ticked against SI.3.2. Similarly observation of the local impact of fault may not be possible against SI.5. The duty officer shall provide observation that is immediately available.

SECTION-V

SCHEDULE OF REQUIREMENTS AND PRICE QUOTED BY THE BIDDER

The tentative quantity has been mentioned below may be executed in the three years. The actual quantity may vary based on respective circle assessment for the type and model of building. There will be no claim of the bidder(s) with the quantities shown below shall be ordered as it is.

The proposed Areas of Telecom District ,Bhubaneswar, the quantities are cumulative, Please quote for each item taking into account all components of part –II Section VII , price quoted comprehensively.

The rate shall be quoted by the bidder. The item descriptions are considered as unit.

Sl. No.	Item description	Unit	Quantity in Km/Nos.
1	Materials		
1.1	Cost/ Metre 8 way Future Path including Necessary Accessories for jointing branching, clamping etc having 8 numbers of 7/5.5 mm Microducts sheathed together with HDPE of a thickness of 1mm with no negative tolerance.	Per Meter	14
1.2	Cost/ Metre 7 way Future Path including Necessary accessories for jointing branching, clamping etc having 7 numbers of 7/5.5 mm Microducts sheathed together with HDPE of a thickness of 1mm with no negative tolerance.	Per Meter	12
1.3	Cost/ Metre 5 way Future Path including Necessary accessories for jointing branching, clamping etc having 5 numbers of 7/5.5 mm Microducts sheathed together with HDPE of a thickness of 1mm with no negative tolerance.	Per Meter	30
1.4	Cost/ Metre 4 way Future Path including Necessary accessories for jointing branching, clamping etc having 4 numbers of 7/5.5 mm Microducts sheathed together with HDPE of a thickness of 1mm with no negative tolerance.	Per Meter	6
1.5	Cost/ Metre 3 way Future Path including Necessary accessories for jointing branching, clamping etc having 3 numbers of 7/5.5 mm Microducts sheathed together with HDPE of a thickness of 1mm with no negative tolerance.	Per Meter	2.5
1.6	Cost/ Metre 2 way Future Path including Necessary accessories for jointing branching, clamping etc having 2 numbers of 7/5.5 mm Microducts sheathed together with HDPE of a thickness of 1mm with no negative tolerance.	Per Meter	2
1.7	Cost/ Metre Micro Duct of 7/5.5mm including Accessories for jointing, clamping etc.	Per Meter	145
2	Services/ works		
2.1	Charges/meter fitting of future path or microduct (any above)	Per Meter	224.457
2.2	Charges per installation of splitter (any type i.e. 1:4/2:4, 1:8, 1:16, 1:32/2:32 etc) and termination of Patch cords (1 or 2) from the Termination box into the splitter including splicing at the termination box and making field crimpable connectors at the other end of the patch cord and termination into the splitter.	Per Unit	1262
2.3	Blowing/ Pulling cost / meter of Pigtail/ Microcable in the per microduct	Per Meter	224.457
2.4	Installation of ONT, its battery backup connectorisation of Pigtail/ microcable at splitter port and ONT port by making field crimpable connectors, link testing by PON Meter, and bringing up customer services upto customer satisfaction.	Per Customer	7351

	Material	Unit	Quantity in KM/Nos/
2.5	Trenching and reinstatement charges / meter of 1 Mtr depth on manual basis for nonrocky on the side of the road/pathway and installation of any future path/ microduct and protection of DWC/GI Pipe (90mm) and concreting, including ROW permission processing charges if any.	Per Meter	2
2.6	Trenching and reinstatement charges / meter of 600mm depth on manual basis for rocky on the side of the road/pathway/ roadcrossing and installation of any future path/ microduct and protection of DWC/GI Pipe (90mm) and concreting, including ROW permission processing charges if any.	Per Meter	3
2.7	Charges / meter laying of ducts through HDD Method for nonrocky on the side of the road/pathway and reinstatement of pits including ROW permission processing charges if any.	Per Meter	2
2.8	Road crossing charges / meter not less than 600mm depth by HDD Method or moiling method and installation of any futurepath/ microduct including ROW permission processing charges if any.	Per Meter	1
2.9	Road crossing charges / meter of not less than 600mm by open trenching and protection of DWC/GI Pipe (90mm) and concreting, back filling and reinstatement installation of any futurepath / microduct including FOW permission processing charges if any.	Per Meter	1
3	Comprehensive AMC for Three Years.		
3.1	AMC for first Year after warranty of one year shall be quoted in percentage of the executed work order.		
3.2	AMC for second Year after warranty of one year shall be quoted in percentage of the executed work order.		
3.3	AMC for third Year after warranty of one year shall be quoted in percentage of the executed work order.		

SECTION VI

Technical Specifications

Material required as per works involved in extending dropfibre to subscriber premises-

Sl. No.	Item	Unit	Specification No. if any
A	Supply Material		
1	Microduct and accessories as Per GR. For FTTH	-----	GR No. GR/MDS-01/01. FEB, 2010
2.	Installation and laying instruction		As elaborated in the Section-IV above.

SECTION VII

PART-I

BID FORM

Tender No.-----
To

Date : -----

Dear Sir,

- Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, 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 this Bid.
- We undertake, if our Bid is accepted , to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your advance purchase order.
- If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
- We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 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.
- Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- We understand that you are not bound to accept the lowest or any bid, you may receive.
- We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.orissa.bsnl.co.in. Any deviation will result in the rejection of the bid.

Dated this day of 200

Name and Signature -----
In the capacity of -----
Duly authorised to sign the bid for and on behalf of

witness

Address

Signature



**SECTION VII
PART II**

Price Schedule for Indigenous Items each entry and quote of items in schedule of requirements will take following into account

(A)

Sl. No.	Item description	Total Qty..	Basic price per Unit(description shall be treated as unit) exclusive of all levies & charges	Excise Duty / service tax		Sales Tax		F.F.Pkg & I		Other levies & charges, if any	Unit Price (all inclusive (4+6+8+10+11))	Duties & Taxes CENVAT-able on unit price	Unit Price excluding Duties & Taxes CENVAT able (12-13)	Total Price Inclusive of all levies & charges excluding Duties & Taxes (3X14)	Discount offered, if any	Total discounted price excluding Duties & Taxes CENVAT-able (15-16)	E.D.Tariff Head	Import content	Percentage (%) of Customs duty	Customs Tariff Head
				%	Amt	%	Amt	%	Amt											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
To																				
2.9 of SOR																				

- Note:
- "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
 - "We hereby certify that E.D/Customs Tariff Head shown in column 18/21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004".
 - The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax.
 - Microduct length may vary depends upon building situations. BSNL will not be responsible for variation in the route length at the time of execution.

**SECTION VIII
BID SECURITY FORM**

Whereas (hereinafter called "the Bidder") has submitted its bid dated.....for the supply of vide Tender No. ----- KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

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

This guarantee will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

SECTION IX

PERFORMANCE SECURITY GUARANTEE BOND

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

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(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 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 _____.

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

4. We(name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the _____ day of _____

for _____
(indicate the name of bank)

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach ----- before date of bid opening)

To

Subject : Authorisation for attending bid opening on _____(date) in the Tender of _____.

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

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate
Representative

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

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

Appendix-A
Model Amendment Letter Intimating Conditions for Extension of Delivery Period

Registered Acknowledgement Due

Address of the purchaser

To

M/s
.....

Sub : This office contract no..... dated placed on you for supply of

Ref : Your letter no..... dated

You have failed to deliver the goods/ entire quantity of the goods/ execution/ installation/ commissioning of the entire project within the contract delivery period/ delivery period as agreed schedule or last extended up to _____. In your above referred letter, you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 15.2 Section III of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after zzz shall be admissible on such of the said goods as are delivered after the said date as per clause 11 Section III.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 11 and 23 of Section III and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. _____ in accordance with clause 14.3, Section III of the contract with validity upto _____.
5. An undertaking as required vide clause 23, Section III.

Please intimate your unconditional acceptance of this letter alongwith the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

zzz Original delivery date or the last extended/ re-fixed delivery period (as the case may be)

NB : The entries which are not applicable for the case under consideration are to be deleted.

Appendix-B
Model Amendment Letter for Extension of Delivery Period

Registered Acknowledgement Due

Address of the purchaser

.....
.....

M/s
.....

Sub : This office contract no..... dated placed on you for supply of

Ref : 1. Your letter no..... dated requesting DP extension
2. This office letter no. dated intimating conditions for DP extension
3. Your letter no..... dated accepting the conditions for DP extension

You have failed to deliver the goods/ entire quantity of the goods/ execution/ installation/ commissioning of the entire project within the contract delivery period/ delivery period as agreed schedule or last extended up to _____. In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 15.2 Section III of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after zzz shall be admissible on such of the said goods as are delivered after the said date as per clause 11 Section III.
- (c) The prices during this extended delivery period shall be provisional and shall be governed as per clauses 11 and 23 of Section III and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,
(.....)
for and on behalf of.....
Copy to :

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

(All concerned)

zzz Original delivery date or the last unconditionally re-fixed delivery date (as the case may be)

NB : The entries which are not applicable for the case under consideration are to be deleted.

THE END