



Bharat Sanchar Nigam Ltd.

(A. Government of India Enterprise)

**O/o Divisional Engineer, NWO-I,
Eastern Telecom Region,
Telephone Bhawan, B.K. Road, Cuttack-753001**

T E N D E R D O C U M E N T

E-Tender No: DE-NWO-I/CK/ETR/A-9/2020-21/04 Dated 22-12-2020

NAME OF WORK:

**Notice Inviting E-Tender for maintenance of OFC
(Optical Fibre Cable) routes in OFC (Mtce) Division ,
Balasore,Cuttack & Keonjhar
Under ETR
Bhubaneswar Sub-region.**

Date & time of Submission of E-Tender : up to 11:00 Hrs of 11-01-2021

Date & time of online opening of E-Tender : 12:00 Hrs of 12-01-2021

**Divisional Engineer NWO-I,
ETR,Cuttack**


PLEASE VISIT website:

E-Tender Portal - <https://etenders.gov.in/eprocure/app> & www.odisha.bsnl.co.in

Signature & seal of bidder

TABLE OF CONTENTS

S. No.	Section/ Annexure	Title	Page No.
1	Section-I	Notice Inviting Tender	3
2	Section-II	Instructions to Bidders and Eligibility conditions	7
3	Section-III	General (Commercial) Conditions of the contract	15
4	Section-IV	Special conditions of the contract	18
5	Section-V	Technical Bid Form and Declaration	19
6	Section-V	TECHNICAL BID FORM – CHECK LIST	20
7	Section-V	Price Bid Form	21
8	Section-V	Price Schedule	23
9	Section-VI	Performance Security Guarantee Bond	24
10	Section-VII	Authorization for attending Bid opening	25
11	Schedule-A	Scope of Works	26
12	Schedule-B	SLA Parameters	33
13	Annexure-1	Resources to be deployed by the bidder	37
14	Annexure-2	Details of route	38
15	Annexure-3	Technical specification	38
16	Annexure-4	Bidder's profile	41
17	Annexure-5	Certificate for no near relatives working in BSNL	42
18	Annexure-6	Undertaking & Declaration	43
19	Annexure-7	Declaration for Downloading and Non tampering tender document	44
20	Schedule-B	Agreement proforma	45
21	Schedule-C	Format of LOI	57
22	Annexure-8	E-tendering instructions	58

	<p>BHARAT SANCHAR NIGAM LIMITED (A Govt. Of India Enterprise) Office of the Divisional Engineer, NWO-I,ETR 1st Floor, Telephone Bhawan ,B.K. Road Cuttack-753001 Tele:-0671-2310450</p>
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SECTION-I

No. DE-NWO-I/CK/ETR/A-9/2020-21/04

dated 22-12-2020

NOTICE INVITING E-TENDER

Digitally signed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by DE NWO-I, Cuttack in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of the Chief General Manager, Eastern Telecom Region, BSNL, Kolkata from the experienced contractors/ firms/ agencies, for the Maintenance of the following OFC (Optical Fibre Cable) routes of Eastern Telecom Region mentioned at Table-B, page no.5 of this NIT.

Total 537.00 Kms. of OFC Division Balasore, Cuttack (274 Km) & OFC Division Keonjhar (263 Km) of Eastern Telecom Region, under Sub region, Bhubaneswar. The details of the E-tender can be had from the web site <https://etenders.gov.in/e procure/app> and NIT also available in www.odishabsnl.co.in/tender

Table-A: Schedule to the invitation of tender:-

1	Designation and address of the authority Inviting tender	Divisional Engineer, NWO-I, Eastern Telecom Region, Telephone Bhawan, Cuttack-753001.
2	E-Tender No.	DE-NWO-I/CK/ETR/A-9/2020-21/04 Dated 22-12-2020
	Download	Down loading shall be started w.e.f. 23-12-2020 and continued. Up to 10 :55 Hrs of 11-01-2021
3	Time and Date of online E-Submission of tender/bid	Up to 11:00 Hrs of dated 11-01-2021
4	Time and date of online Opening of Tender (Technical Bid).	12:00 Hrs of dated 12-01-2021 onwards.
5	Bid Validity period	180 days from the date of opening of technical bid.

Signature & seal of bidder

6	Eligibility criteria	<p>i) Bidders, should have maintained / constructed at least 269.00 Km OFC route in last two consecutive years for Telecom operation are eligible to apply. The experience certificate should be issued by the authority not below the rank of DGM (or equivalent) of any PSU organization or any Private Telecom operators etc.</p> <p>ii) Bidder should have annual turnover of at least Rs 26,85,000/- (Rupees Twenty Six Lakh Eighty Five Thousand Only) for last two(2) consecutive financial years and shall enclose the annual turnover certificate to this effect.</p> <p>iii) The bidder shall have a valid and current GST certificate, permanent Income Tax Account Number, current IT clearance certificate, Certificate of Registration with ESI and EPF Authorities. The bidder shall enclose self attested copies of each of these certificates along with the bid documents failing which the bid will be liable for rejection.</p> <p>iv) Bidder should submit the certified copy of solvency certificate from the National/ scheduled Bank of the bidder for Rupees 10 lakh on or after publication date of NIT .</p> <p>v) Valid registration of the firm/agency recognized by Govt. of India /State Govt or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.</p> <p>vi) The Bidder should NOT be a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Undertaking to this effect must be submitted by bidder.</p> <p>vii) A self-declaration on the company's letterhead giving List of employed skilled technical personnel (as per clause no. 7.3 of Schedule-A) and/or Undertaking regarding employment of skilled technical personnel has to be submitted by the Bidder.</p>
7	Period of contract	One Year from the date of Award of contract with an option of extension for a further period of one year.
8	Estimated Cost.	As per Table-B to the Notice Inviting E-Tender.
9	Cost of tender paper	<p>Rs. 1180/- (Non-refundable)The cost of tender paper should be submitted in form of Demand Draft/Bankers Cheque drawn after the date of publication of E-Tender drawn on any Nationalized/Scheduled Bank in favour of "Accounts Officer, O/o Deputy General Manager (Mtce),ETR, Bhubaneswar" payable at Bhubaneswar. The scanned copy of the above DD/BC towards the cost of tender document should be uploaded in E-Tendering portal of https://etenders.gov.in/eprocure/app</p>

10	EMD/Bid Security	<p>The bidder shall furnish the EMD/Bid security in one of the following ways:-</p> <p>(a) Earnest Money Deposit in shape of DD/BC must be submitted in the form of a single DD/BC as per Table-B of NIT from a nationalized / scheduled bank at Bhubaneswar drawn in favour of "Accounts Officer, O/o Deputy General Manager, (Mtce), ETR, Bhubaneswar" payable at Bhubaneswar .The scanned copy of the said DD/BC should be uploaded in the E-Tendering portal of https://etenders.gov.in/e procure/appThe MSME bidders who are registered with National Small Scale Industries Corporation/Appropriate Authority are exempted from payment of bid security & cost of tender document. A proof regarding registration of MSME with Appropriate Authority for the tendered items (along with financial limit) will have to be attached along with the bid.</p>
11	Rejection of tender paper	<p>ETR/BSNL reserves the right to reject any or all tender bids without assigning any reason thereof. BSNL is not bound to accept the lowest tender bid. Incomplete, ambiguous, Conditional tender bids are liable to be rejected. In case of any correction/ addition/ alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be summarily rejected.</p>
12	Availability of Tender Document	<p>Tender document for participating in E-tender shall be available for downloading from https://etenders.gov.in/e procure/app from 23-12-2020 onwards up to 10:55 Hrs of 11-01-2021. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.</p> <p>The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e the bidder can download the tender document from the e-tender portal up to 10:55 Hrs of 11-01-2021.</p>

In case the tender opening day is declared as holiday/ bandh day/at the opening town, tender will be opened at the same time on the next working day. Any tender received after 10:00 Hrs on date 11-01-2021 will not be accepted.

Table-B: Details of OFC routes and EMD

SL NO	Nature of the work & Division	RKM	Estimated cost in Rs.	Cost of tender form in Rs (including GST@18%)	EMD/Bid Security in Rs. (2.5% of Estimated Cost)	Performance Guarantee in Rs. (10% of Estimated Cost)
	SLA based maintenance of OFC routes, Preventive, Corrective & scheduled works for one year:					
LINK-1	Cuttack-Dhenkanal-Nalco	120	1200000	1180	134250	
LINK-2	Badchana-Jaraka-Bhadrak	76	760000			
LINK-3	Bhadrak-Soro-Balasore	78	780000			
LINK-4	Karanjia-Joshiapur-Rairangpur-Bisoi-Bangiriposhi	122	1220000			
LINK-5	Keonjhar-Palasponga-Persola-Champua-Joda	94	940000			
Link-6	Anandapur-Bhadrak	47	470000			
TOTAL		537	5370000			

- Note- 1) Download, self attest and upload:** The tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> and to be submitted in the e-format in the e-tender portal <https://etenders.gov.in/eprocure/app>. Cost of Tender Document (in the form of Demand Draft/Bankers Cheque), EMD/Bid security (in the form of DD/BC) and Power of attorney (if applicable) in original in a sealed envelope super scribed as **Envelope-A** have to be dropped in the tender box available in the chamber of Divisional Engineer, NWO-I, Eastern Telecom Region, Telephone Bhawan, Cuttack-753001 **before 11:00 Hrs of 11-01-2021** otherwise the Bid will not be considered. Each page of the Bid, along with other required documents is to be **self attested**, scanned and to be uploaded in the e-tender portal. The **Technical Bid** Check List should be filled up in the **excel sheet template** in the e-tender portal. The **Financial Bid** is to be submitted in the **financial bid template only** in the e-tender portal.
- 2)** The MSME bidders are exempted from payment of the cost of tender document as well as EMD (Bid Security) provided they submit valid documents of their registration with the appropriate authority for the tendered item to the DE NWO-I ETR, Cuttack, BSNL, at the aforesaid address before the scheduled last date and time of submission of bids, **failing which their online bids will be treated as invalid and not opened at all.**
- 3)** Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document earlier from the website to keep themselves abreast of such amendments before on line submission of the tender document.
- 4)** Intending bidders are requested to register themselves with <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

DE NWO-I,
ETR, Cuttack

Signature & seal of bidder

SECTION - II

INSTRUCTIONS TO BIDDERS

INTRODUCTION

Eastern Telecom Region, Bhubaneswar is a unit of BSNL (A Govt. of India Enterprise), responsible for the maintenance of **Optical Fibre Cable** Network and Systems in the state of Odisha. The OF cable is generally laid along the side of the Road (National Highways, State Highways, Municipal Corporation, Rural roads) to connect Telecom Installations and various network elements in BSNL.

The maintenance activity mainly consists of:

- i) **Preventive maintenance** of OFC routes (**maintenance prior to the occurrence of any fault**: Patrolling, guarding, straightening of sagging overhead cables,
- ii) **Corrective maintenance** of OFC routes (**Maintenance after occurrence of fault** : splicing, trenching, laying of underground cable, digging of joint pits/chambers including reinstatement of the same and other allied works).
- iii) **Scheduled and planned Maintenance** of OFC routes etc. (**Maintenance for better performance of route**: Patch work, replacing of lossy section by new OF Cable including splicing and allied works.)
- iv) **Improvement of technical parameters of Network**
- v) **Collection of GPS coordinates and mapping them on MAP.**

1. DEFINITIONS:

- (a) "BSNL" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise).
- (b) "ETR" means Eastern Telecom Region.
- (c) "OFC" means Optical Fibre Cable of any size, say 12F/24F/48F/96F.
- (d) "Bidder" means Firm/ Agency who participates in this tender and submits its bid.
- (e) "Contractor" means the firm/ agency providing the services under the contract.
- (f) "LOI (Letter of Intent)" means the intention of BSNL to place the Work Order on the Contractor.
- (g) "Contract" means the agreement made between BSNL and the successful bidder for OFC maintenance in ETR.
- (h) "Work Order" means the order placed by BSNL on the Contractor including all attachments and appendices thereto and all documents incorporated by reference therein.
- (i) "Contract Price" means the price payable to the Contractor under the Work Order for the full and proper performance of its contractual obligations.
- (j) "Section" means the OFC cable route between any designated locations.
- (k) "CMD" means Chairman and Managing Director
- (l) "CGMM" means Chief General Manager Maintenance
- (m) "GMM" means General Manager Maintenance
- (n) "DGMM" means Deputy General Manager Maintenance
- (o) "DE" means Divisional Engineer
- (p) "SDE" means Sub-Divisional Engineer
- (q) "JTO" means Junior Telecom Officer
- (r) "AO" means Accounts Officer

Signature & seal of bidder

2. ELIGIBILITY CONDITIONS:

The bidders shall fulfill the following conditions for eligibility:-

The bidders shall be Indian Companies/ Agencies with:

- a) Minimum two(02) years of experience in the maintenance/ construction of OFC. Documentary evidence to that effect shall be furnished along with the Bid Documents clearly indicating the number of kilometers (Km) maintained in a year. Bidders, should have maintained/constructed at least 269 Kms in last two consecutive years for Telecom operation are eligible to apply. The experience certificate should be issued by the authority not below the rank of DGM (or equivalent) of any PSU organization or any Private Telecom operators etc.
- b) Bidder should have annual turnover of at least Rs 26,85,000/- (Rupees Twenty Six Lakh Eighty Five Thousand Only) for last two(2) consecutive financial years and shall enclose the annual turnover certificate to this effect.
- c) The bidder shall have a valid and current GST certificate, permanent Income Tax Account Number, current IT clearance certificate, Certificate of Registration with ESI and EPF Authorities. The bidder shall enclose self attested copies of each of these certificates along with the bid documents failing which the bid will be liable for rejection.
- d) Bidder should submit the certified copy of solvency certificate from the National/ scheduled Bank of the bidder for Rupees 10 lakh on or after publication date of NIT .
- e) Valid registration of the firm/agency recognized by Govt. of India /State Govt or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.
- f) The Bidder should NOT be a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Undertaking to this effect must be submitted by bidder.
- (g) A self-declaration on the company's letterhead giving List of employed skilled technical personnel (as per clause no. 7.3 of Schedule-A) and/or Undertaking regarding employment of skilled technical personnel has to be submitted by the Bidder.

3. COST OF BIDDING:

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

4. BID DOCUMENTS:

4.1 The services required, bidding procedures, contract terms and conditions are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting E-Tender.
- (b) Instructions to Bidders.
- (c) General (Commercial) Conditions of Contract.
- (d) Special Conditions of Contract.
- (e) Bid form and price schedule.

Signature & seal of bidder

- (f) Scope and Specifications.
- (g) Performance Security Bond Form.
- (h) Letter of authorization to attend bid opening.
- (i) Any other document, as the bidder may wish.

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 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 of the Bid Documents shall notify the Tendering authority in writing not later than 7 days prior to the date for the opening of the bids. The queries raised (without identifying the source) and clarifications shall be notified in the above website .it is the responsibility of the bidder who have downloaded the tender document earlier from the website to keep themselves abreast of such notification before online submission of the tender document.
- 5.2 Any clarification issued by BSNL in response to queries raised by prospective bidders shall form an integral part of bid documents and it shall 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, BSNL may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the bid documents by amendments.
- 6.2 The amendments shall be notified in the website, <https://etenders.gov.in/eprocure/app> and the amendments shall be binding on the bidders.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably and will be posted on the websites <https://etenders.gov.in/eprocure/app>.

7. DOCUMENTS COMPRISING THE BID:

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

- a) Documentary evidence in accordance with Clause 2 and 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.
- (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 the appropriate Price Schedule furnished in the Bid Documents as per section- V.

9. BID PRICES:

- 9.1 The bidder shall give the total composite price and the price needs to be individually indicated against all the items as per price schedule given in section-V. The offer shall be firm in Indian Rupees.
- 9.2 A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- 9.3 The unit price quoted by the bidder shall be sufficient to enable BSNL to arrive at prices offered for the route. The price approved by BSNL for award of maintenance contract will be inclusive of GST as applicable.

Signature & seal of bidder

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS:-

- 10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents:
- Certificate of incorporation/ partnership deed.
 - Articles of Memorandum of Association or proprietorship deed of the company.
 - Annual Turnover Certificate for the **last two(2) consecutive financial years** duly certified by Company Secretary/ Chartered Accountant.
 - Undertaking duly signed by front bidder and its partner stating that both of them shall be liable for due performance of the contract jointly and severally in case of a proprietorship concern.

11. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS:-

- 11.1 In pursuant to Clause 7, the bidder shall furnish, as part of his bid, the documents establishing the conformity of his bid to the Bid document of all services, under the contract.
- 11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of data and shall furnish a clause-by-clause compliance on BSNL's specifications and commercial conditions. **A bid without clause-by-clause compliance of commercial conditions (Section-III) and special conditions (Section-IV) shall not be considered and the deviations if any shall not be permitted.**

12. BID SECURITY:

- 12.1 Pursuant to Clause 7, the bidders shall furnish an EMD/Bid Security for an amount of **Rs.1,34,250/-** (Rupees One Lakh Thirty Four Thousand Two Hundred Fifty Only) in the form of Demand Draft obtained from any Nationalized Bank/Scheduled bank drawn in favour of **Accounts Officer O/o DGM(M) ETR, Bhubaneswar** payable at Bhubaneswar along with the bid in a separate envelope. This cover shall be super scribed as 'BID SECURITY'.
- 12.2 The bidders (MSME) who are registered with National Small Scale Industries Corporation/Appropriate Authority (Service) are exempted from payment of bid security & cost of tender document. A proof regarding registration of MSME with Appropriate Authority for the tendered items will have to be attached along with the bid.
- 12.3 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Para 12.5.
- 12.4 A bid not secured in accordance with Para 12.1 shall be rejected by BSNL 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 refunded in 30 days after the expiry of the period of bid validity as prescribed by BSNL, pursuant to clause 13. EMD will not earn any interest.
 - The E.M.D. of the successful bidder will be released after submission of Performance Security Deposit and signing of necessary agreement.
 - No interest shall be paid either on EMD or Performance Security Deposit under any circumstances and for any period whatsoever.
 - EMD of any successful bidder shall be forfeited if the contractor fails to deposit the Performance Security Deposit within the specified period or fails to execute the agreement within 15 days from date of issuing offering letter/letter of intent.
- 12.6 The EMD/bid security may be forfeited -
- If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or,
 - In the case of a successful bidder, if the bidder fails to:
 - sign the contract in accordance with clause 28.1,
 - Furnish performance security in accordance with clause 28.2
 - In both the above cases, i.e. 12.5&12.6, the bidder will not be eligible to participate in the tender for similar works for one year from the date of issue of Work Order. The bidder will not approach the court against the decision of BSNL in this regard.
 - The bidder shall submit an irrevocable undertaking duly signed and shall be liable for due performance of the contract, failing which BSNL shall bar the contractor for a period of two years.

Signature & seal of bidder

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for 180 days from the date of bid opening prescribed by BSNL, pursuant to clause 19.1. Bids submitted with shorter validity shall be rejected by BSNL as non-responsive.
- 13.2 In exceptional circumstances, BSNL may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall be treated as extended. A 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 OF BID:

Format of bid should be as per clause-16 of the bid document.

- 14.1 The Bid documents shall be digitally signed by the bidder, so that it shall be binding on the bidder for the contract. All pages of the bid shall be digitally signed by the person authorized for signing the bid. The letter of authorization shall be submitted along with the bid in the format written power-of-attorney (if applicable).
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) authorized for signing bid.
- 14.3 a) The Power of Attorney to 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.
- b) In case of the bidder being a firm, the said Power of Attorney shall be executed by all the partners in favour of the said Attorney.

15. SEALING AND MARKING OF BIDS:

- 15.1 The bidders shall seal the bid as per clause 16 of the bid document.

16. SUBMISSION OF BID, SEALING & MARKING OF BIDS :-

- 16.1 The bid contains three parts –

The first part (Cover-1) should contain

- (a) Original DD/BC towards cost of tender document.
(b) Original DD/BC towards EMD/ Bid Security.
(c) The power of attorney in original (If applicable)

Note 1) The above documents are to be kept in sealed **Cover-1** and to be dropped into the tender box placed in the chamber of **DE NWO-I, ETR, Cuttack** on or before **11:00 Hrs** of 11-01-2021. The scanned copies of the DD/BC towards EMD/BID security, DD/BC towards cost of bid document & Original Power of attorney (If applicable) have to be uploaded in the CPP Portal of Government of India.

2) The second part is the Cover-2 (a soft copy folder) containing scanned documents of Technical Bid vide annexure-2 should be uploaded in the appropriate place of the <https://etenders.gov.in>. Technical e-bid check list containing the list of documents in the excel format has to be filled carefully in the e-portal.

3) The third part Cover-3 contains Financial Bid (Price Schedule). Financial e-bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID e-portal <https://etenders.gov.in/eprocure/app>

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- 16.2** (a) Bids must be e-quoted before locking time of the bid i.e **11:00 Hrs of 11-01-2021**.
(b) **If any one of the document required to be submitted in envelope A is found to be wanting, the concerned bid shall be rejected at the opening stage itself.**

16.3 SUBMISSION OF BIDS:

Bids must be submitted online by the bidders not later than the specified date & time indicated in the NIT, Section –I.

- (a) The bidder shall submit his bid offer against a set of bid documents uploaded by him as per requirement of the Bid documents.
- (b) The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 of Section-II in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the deadline as extended.
- (C) The Clauses of the bids shall be complied and price bid quoted well before the Locking time (**11:00 Hrs of 11-01-2021**) of the bid. Scanned documents wherever necessary are to be uploaded/pasted in the appropriate places of the document.

17. LATE BIDS:

- 17.1 After the Locking Time, no bidder can submit the bid.

18. MODIFICATION AND WITHDRAWAL OF BIDS

The bidders are not permitted to modify or withdraw once it is submitted. Bidder shall submit the bid only after thoroughly evaluating all the circumstances.

19. OPENING OF BIDS BY BSNL:

- 19.1 BSNL shall open bids in the presence of the bidders or their authorized representatives who may choose to attend on due date and time as notified in the NIT. The bidder's representatives, who are present, shall sign in an attendance register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- 19.2 Only one authorized representatives of the bidder shall be permitted to attend the bid opening.
- 19.3 The bid security will be opened first and technical bids satisfying specified bid security will only be opened there after. The financial bid will be opened for qualified technical bids subsequently and the contractors will be suitably informed.
- 19.4 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details considered to be appropriate, will be announced at the bid opening.
- 19.5 The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened in the next working day, with time and venue remaining unaltered.
- 19.6 **The tender bids will be opened** in the "**O/o DE NWO-I, ETR, Cuttack** where BSNL's Tender Opening Officers would be conducting online e-Tender opening at the scheduled date and time. If due to administrative reason, the venue of e Bid opening is changed, it will be displayed prominently in the notice board on the ground floor of the above mentioned office and in website <https://etenders.gov.in/eprocure/app>. Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE).

20. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, BSNL may at its discretion, ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing.

Signature & seal of bidder

However, no post bid clarification at the initiative of the bidder shall be entertained.

21. PRELIMINARY EVALUATION:

- 21.1 BSNL 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 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.
- 21.3 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:-

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

22.2 Financial Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed, and whether bids are generally in order.

22.3 **The work shall be allocated to one or more than one contractor as per the requirements of BSNL.**

The L1 shall be arrived at, as indicated in Section-IV and Section-V.

23. CONTACTING BSNL:

- 23.1 Subject to Clause 20, no bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to influence BSNL in its bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24. AWARD OF CONTRACT:

24.1 BSNL shall consider placement of orders to execute the Maintenance contract on those bidders whose offers have been found technically, and financially acceptable.

24.2 The work can be allotted to one or more than one contractor at the absolute discretion of BSNL.

24.3 The Lowest bid need not necessarily be the criteria for award of work as BSNL reserves the right to award the work in the best and overall business interests of BSNL.

25. BSNL's RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

BSNL reserves the right at the time of award of contract and during the tenure of the contract either to increase or decrease the quantity by 25% or more on the same terms and conditions of the contract.

26. BSNL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s) on the grounds of BSNL's action.

27. ISSUE OF LOI (Letter of Intent):

- 27.1 The issue of LOI shall constitute the intention of BSNL to enter into the contract with the bidder.
- 27.2 The bidder shall within 15 days of issue of LOI, give his acceptance along with performance security in conformity with section VI and relevant clauses provided with the bid documents.

28. SIGNING OF CONTRACT:

- 28.1 Subsequent to LOI, an Agreement shall be signed in the format enclosed at "AGREEMENT PROFORMA" within 15 days from the date of LOI and the Performance Security Deposit should be submitted within this period.

Signature & seal of bidder

28.2 Along with the signing of contract, towards the performance security, the bid security shall be converted as part of performance security and the balance amount will be accepted in the form of bank guarantee to fulfill the requirements of clause 3.1 of Section-III.

28.3 The successful bidder shall be required to sign a contract Agreement Bond (as enclosed in Schedule B) with BSNL on appropriate stamp paper at his own cost within 15(fifteen) days from the date of issue of offering letter/Letter of intent, failing which the Earnest money (EMD) shall be forfeited

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 and various clauses mentioned in this tender, shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD) in which event, BSNL may award the contract to any other bidder at the discretion of BSNL or call for new bids.

30. 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 outright rejection of the bid.**

(i) **Clause 15.1: The bids will be not opened if the cover containing Bid security and Cost of Tender document is not properly sealed.**

(ii) **Clauses 12.1, 12.3 & 13.1:** The bids will be rejected at opening stage itself; 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:** If the eligibility conditions as per clause 2 is not met and/or documents prescribed to establish the eligibility as per Clause 10 are not enclosed, the bids will be rejected without further evaluation.

(iv) **Clause 11.2:** If clause-by-clause compliance as prescribed is not given, the bid will be rejected at the stage of primary evaluation.

(v) **Section-III Commercial conditions, Section IV Special Conditions of Contract & Section-V Technical Specifications** - reference to the **enclosed documents showing compliances must be given.**

(vi) **Section-V Price Schedule:** The prices are to be filled in, as prescribed in **PRICE SCHEDULE IN EXCEL FILE & TO BE SUBMITTED ONLY ONLINE.**

31. BSNL reserves the right to disqualify the Contractor for 2 years period who habitually failed to provide the tendered service in time. Further, the Contractor who do not render satisfactory service in the field in accordance with the specifications may also be disqualified for 2 years period as decided by BSNL.

32. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.

33. The bidder shall give a certificate, in the format as given in **Annexure-5**, that none of his/her near relative is working in the units of BSNL as defined below where he is going to apply for the tender. In case of proprietorship firm, a certificate will be given by the proprietor. For partnership firm, a 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. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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).

SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by BSNL for the OFC maintenance services rendered by the bidder.

2. STANDARDS:

The services provided under this contract shall conform to the standards prescribed in the special conditions mentioned in Section-IV.

3. PERFORMANCE SECURITY:

3.1 The bidder shall furnish performance security to BSNL for an amount of 10% of contract value in the form of Bank Guarantee obtained from any Nationalized Bank /Scheduled Bank, as per Proforma of section-VI, within **15 days** of receiving the LOI, by the contractor. However, Tender Issuing Authority reserves the right to extend the time limit for the submission of PBG if the reasons on which extension is sought are deemed fit. **The Performance Bank Guarantee will be valid for a period of 2 Years. [(1+1) Years].** If the LOI is not accepted, then the bid security will be forfeited. In case of extension of the contract, the validity of the performance security shall also need to be extended for the **extended period**.

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

3.3 The Performance Security Bond will be discharged by BSNL after completion of the Contractor's performance obligations under the contract.

4. INSPECTION AND TESTS:

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

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

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

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

5. WORK ORDER:

a) Work Order will be issued to the contractors who are short listed by BSNL along with the list of OFC routes after ensuring that the Contractor has fulfilled all the tender conditions like submission of Performance Bank Guarantee, compliance to statutory requirements, availability of FRT, tool kits, etc.

6. WORK ORDER:

a) Work Order will be issued to the contractors who are short listed by BSNL along with the list of OFC routes after ensuring that the Contractor has fulfilled all the tender conditions like submission of Performance Bank Guarantee, compliance to statutory requirements, availability of FRT, tool kits, etc.

6. PAYMENT TERMS:

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

Signature & seal of bidder

- i) Invoice for the month in triplicate along with the relevant work order.
 - ii) Consolidated Daily Patrolling Report
 - iii) Detailed list of OFC faults in the section during the month
 - iv) Detailed list of scheduled planned Maintenance works carried out during the month
 - v) Details of OH alignment works carried out
 - vi) The monthly spare fibers OTDR test report section wise.
- (b) The DE/SDE/JTO in charge will scrutinize the invoice and other documents submitted by the contractor and forward the same to AO (Cash), ETR, Bhubaneswar, duly certified for arranging payment along with recovery details. Payment will be made after deducting the penalties as applicable.
- (c) The bidder has to give the mandate for receiving payment electronically and the charge if any levied by the bank has to be borne by the bidder /contractor. The contractor is required to give the following information for this purpose:
- i) Beneficiary Bank name
 - ii) Beneficiary branch name
 - iii) IFSC code of beneficiary Branch
 - vi) Beneficiary account number.

8. PRICES:

- 8.1 Prices charged by the Contractor for services performed under the contract shall not be higher than the prices finalized by BSNL.
- 8.2 Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time.
- 8.3 In case of reduction of Taxes and other statutory duties during the scheduled delivery period, BSNL shall take the benefit of decrease in these taxes/duties for the work made from the date of enactment of revised duties/taxes.
- 8.4 In case of increase in duties/Taxes during the scheduled delivery period, the Contractor shall bear the increase of duties/Taxes for the work. BSNL shall not consider for any increase of the prices.

9. SUB CONTRACTS:

The Contractor shall not sub-contract any part or whole of the work to any other agency/ party.

10. DELAYS IN THE CONTRACTOR'S PERFORMANCE:

Delay in performance of services shall attract penalty for the Contractor in accordance with the clauses of **Schedule-A**.

11. TERMINATION FOR DEFAULT:

- 11.1 BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this Contract in whole or in part.
- (a) If the bidder fails to render services within the time period(s) specified in the Contract or any extension thereof granted by BSNL.
 - (b) If the bidder fails to perform any other obligation(s) under the Contract: and
 - (c) If the bidder, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from BSNL.
- 11.2 In the event, BSNL terminates the contract in whole or in part, pursuant to Para 11.1, BSNL may get the services from any other source as it deems appropriate, the bidder shall be liable to BSNL for any excess cost for such services. However, the bidder shall continue performance of the contract to the extent not terminated.

12. TERMINATION FOR INSOLVENCY:

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

Signature & seal of bidder

13. ARBITRATION:

13.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as for the decision of which is specifically provided under this agreement), the same shall be referred to the sole arbitration of The CGM, ETR, BSNL, Kolkata, 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 function of CGM ETR, BSNL, Kolkata, or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGM, ETR, BSNL, Kolkata, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the CGM, ETR, BSNL, Kolkata, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

13.2 The venue of the arbitration proceeding shall be the Office of the CGM, ETR, BSNL, Kolkata or such other places as the arbitrator may decide.

14. 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 BSNL or any other person or persons contracting through BSNL and set off the same against any claim of BSNL or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with BSNL or BSNL or such other person or persons contracting through BSNL.

15. Court Jurisdiction:

- (a) Any dispute arising out of the tender/bid document/ evaluation of bids/issue of LOI shall be subject to the jurisdiction of the competent court at Bhubaneswar.
- (b) Where a Contractor has not agreed to arbitration, the dispute / claims arising out of the Contract entered with him shall be subject to the jurisdiction of the competent Court at Bhubaneswar. Accordingly, a stipulation shall be made in the contract as under.

This Contract is subject to jurisdiction of Court at Bhubaneswar only.

16. Force Majeure:

- (a) No Party will be liable for any default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused, directly or indirectly by a force majeure event, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans or other means.
- (b) In each and any force majeure event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and provided such party continues to use commercially reasonable efforts to recommence without delay. Any party so delayed in its performance will immediately notify the other and describe in a reasonable level of detail the circumstances causing such delay.
- (c) Each Party agreed to take all reasonable steps to minimize the impact of a force majeure event.
- (d) For the avoidance of doubt, given the nature of this Agreement, any force majeure event affecting any part / portion of the operation and maintenance work of the OFC in a particular stretch shall not amount to force majeure of the entire Agreement, given that a different stretch of the OFC may not be affected by such force majeure events. Therefore, the performance obligations of the Contractor shall be unaffected in areas that are not affected by such force majeure event.
- (e) No party will be liable for any default or delay in the performance of its obligations under this agreement to the extent such default or delay is caused due to floods, cyclone, epidemics, earthquakes, landslide, riots, terrorist attacks, law and order, public unrest in work area, curfew, and the act of God.

Signature & seal of bidder

SECTION - IV
SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instruction to the Bidder' as contained in Section II & General (Commercial) Conditions of the Contract as contained in Section III and wherever there is a conflict, the provision herein shall prevail over those in Section II and Section III.
2. Bids shall be evaluated on the basis of quoted price. The bidder who will offer the lowest price, shall be marked as L1 bidder and in the second lowest price shall be marked as L2 bidder and so on. Refer PRICE SCHEDULE under Section-V.
3. BSNL shall have the absolute right to award the work either by segregating the entire work by part or the entire work given in PRICE SCHEDULE of tender document, at its discretion. Whereas the bidders shall quote for the entire work of the PRICE SCHEDULE of the tender document. Bidders quoting in partial or part will be summarily rejected. However the work will be awarded route wise/ section wise to a single agency for the entire work or by segregating it, as per the consideration of BSNL.
4. The agreement shall be in force for a period of one year initially, which may be extendable by BSNL for a further period up to one year on the same terms and conditions, including **Service Level Agreement (SLA) parameters**, in writing, with mutual consent.
5. In the event of detection of any malafide actions on the part of the contractor, the works/ items of work assigned to the contractor shall be withdrawn at any point of time, in full or in part, even during the currency of the contract, without notice.
6. BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations. BSNL also reserves the right to blacklist a bidder for a period of 2 years in case, if he fails to honor his bid without sufficient grounds.
7. BSNL will evaluate and judge the performance of the contractor based on the overall execution of the contract and in particular on meeting the SLA parameters. BSNL may award further works to the contractors based on the achievement of SLA parameters over a period of time.
8. The terms and conditions of the contract are subject to modification by mutual agreement based upon the request of BSNL. In case of no agreement being reached in such case, BSNL reserves the right to terminate the contract as per the provisions of the contract.
9. **SCOPE OF WORK:** The scope of work is detailed in **Schedule -A**.

SECTION – V**Technical Bid Form& Declaration****1. TECHNICAL BID FORM - DECLARATION**

From,	To
-------------------------	----------------------

Sub: - Tender for OFC Maintenance

Tender Ref No. _____ dated _____

1. With reference to your tender Notice No. referred above I/We hereby offer my/our Tender on the terms & conditions annexed hereto and the rates specified in the price schedule attached. I / We also enclosed all the Technical Documents with compliance as required in Technical Bid Form.
2. Shall this tender be accepted either fully or in parts, I/We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit the sum of money mentioned in the said conditions without prejudice.
3. We hereby declare compliance to all the clauses of all sections of the Tender Document and declare unequivocal and unconditional acceptance of the same.
4. We undertake, if our Bid is accepted, to commence works within 30 days.
5. The Demand Draft for Sum of Rs. _____/- (Rupees _____ only) drawn in favour of the Accounts officer, O/o _____, _____ is enclosed towards Earnest Money Deposit (EMD) or a proper document as a proof of MSME Vendor is enclosed for the exemption of EMD and cost of bid.
6. If my/our Bid is accepted, I/We agree to submit Performance Security deposit at 10% of the contract value as and when called for within 14 days.
7. I/We agree that you are not bound to accept the lowest or any bid, you may receive.
8. If I/ We fail to carry out the work according to the specifications given in the schedule, the entire money of Earnest money (EMD) and Performance Security Deposit may be forfeited without prejudice to any other right or remedies of BSNL

Yours faithfully

Place:
Date:

Signature
Address.....

Tel. No.

Signature & seal of bidder

2. TECHNICAL BID FORM – CHECK LIST

Technical Bid (Requirement/Check List)

(This will also require to be filled on-line in an excel sheet template in e-tender portal)

Division	Name of Section	Name of the bidder	Uploaded (Yes/No/NA)
Sl. No.	Details of Documents scanned and uploaded in CPP Portal		Uploaded (Yes/No/NA)
1	DD/BC towards Cost of Tender paper as per Table-B of NIT		
2	DD/BC towards EMD for the Section/Division applied (refer Table-B of NIT).		
3	Power of Attorney (if applicable) executed after the date of NIT if the signatory is other than the bidder as stated in the relevant Clause.		
4	Valid registration of the firm/agency recognized by Govt. of India /State Govt or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.		
5	Self Attested copy of Partnership deed or articles and memorandum of association as the case may be.		
6	Self Attested copy of PAN card of the firm/individual in case proprietorship & Current Income Tax return		
7	Self Attested copy of GST registration certificate in the firm/ bidder's name, as applicable under GST rule. Current GSTR-3B, Current GSTR-1		
8	Self Attested Photo copy of Valid EPF registration Certificate.		
9	Self Attested Photo copy of Valid Workman's compensation insurance or ESI certificate.		
10	Self Attested Photo copy of. Income Tax Return for the assessment year 2018-2019 & 2019-20 i.e. financial year 2017-2018 & 2018-19 along with the annual turnover certificate and Profit & Loss statements for these years.		
11	Experience certificate from the competent authority for at least two years from any PSU / Central / State Govt or any private Telecom operator as per eligibility criteria		
12	Turnover details as per eligibly criteria in Bid document		
13	Bidder's profile as per Annexure-4 duly filled and with seal and signature.		
14	Technical Bid (Check list) vide Section-V duly filled and with seal and signature.		
15	Certificate of no near-relatives in BSNL as per Annexure-5 duly filled and with seal and signature.		
16	Technical Bid Information Sheet as per Section-5 duly filled and with seal and signature.		
17	Undertaking & declaration as per format at Annexure-6 duly filled and with seal and signature.		
18	Declaration of Downloading and Non tampering of tender document as per Annexure-7 duly filled and with seal and signature		
19	Beneficiary Bank name		
20	Beneficiary branch name		
21	IFSC code of beneficiary Branch		
22	The bidder should sign on all pages of bid document and upload the scanned copies or alternatively can sign digitally		
23	Scanned copy of MSME certificate in case of MSME bidder and classification whether micro, small or medium enterprise (Service category) will be given with documentary evidence at the time of bidding. BSNL may ask for initial registration MSME certificate, if required.		
24	Solvency Certificate as per eligibility criteria		

Signature & seal of bidder

25	The Bidder should NOT be a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Undertaking to this effect must be submitted by bidder.	
26	A self-declaration on the company's letterhead giving List of employed skilled technical personnel (as per clause no. 7.3 of Sechedule-A) and/or Undertaking regarding employment of skilled technical personnel has to be submitted by the Bidder.	
27	Certificate regarding not to employ any working/retired official of BSNL/DOT	
28	A self declaration that the bidder has not been black listed by central/state governments/PSUs	

3. PRICE BID FORM

Tender for OFC Maintenance

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

From,	
-------------------------	--

Sub: - Tender for OFC Maintenance

Tender Ref **No.**-----

With reference to your tender Notice No. referred above, I / We hereby offer my / our tender for "OFC maintenance" in full compliance to the terms and condition of the NIT referred above.

The Price quoted in the uploaded EXCEL file as per Price Scheduled Table shall include GST as applicable.

If this tender is accepted either fully or in part, I/We hereby agree to abide by and fulfill all the Terms & Conditions of the contract and enter into prescribed agreement within 15 days or being called upon to do so bearing all expenses in connection therewith including charges for stamps etc, if any, and agreement will be binding on me/us. I/We have read the Terms and Conditions mentioned in the document and agree to abide by all conditions and terms laid down therein.

Yours Faithfully,

Place:
Date:

Signature:
Name & Full Address:

Signature & seal of bidder

4.PRICE SCHEDULE**Name of the Division:** OFC Division

SI No	Description of work	Unit of Quote(Per Year)	Price in Rs.	Price in words
1	2	3	4	7
1.	OFC based route maintenance work (SLA)including round the clock route-patrolling, jointing of interrupted cable, if required inserting additional cable between two ends(preferably by doing underground and in extreme case by overhead). End to end optical power budget has to be kept within limit, for the same, if required, damaged/lossy section of OF cable has to be replaced by new cable. All material (except BSNL Supply) and labour should be supplied by the contractor including operating tools/instruments (such as splicing machine) and measuring meters (such as OTDR, Power meters) etc. Transportation of these materials and lying of OF cable is the responsibility of the contractor. Furnishing of detail reports of route and splice loss measurement with OTDR may be submitted.	1 Km		

Note: 1) The Bidder, whose bid-price will be found to be the lowest, shall be marked as L1 bidder and BSNL shall award the work to the L1 bidder if he fulfils all other criteria of the tender(Schedule A).

2) The price quoted as per above Price Scheduled table shall be excluding GST.

3) BSNL shall pay an additional amount @15% on the price as applicable as per price scheduled mentioned above for maintenance of two or more parallel cables which are lying in the same/ both sides of the same road.

4) GST will be charged extra as applicable time to time

Date:

Signature of authorized signatory:
Office Seal of the Contractor:

Signature & seal of bidder

SECTION - VI
PERFORMANCE SECURITY GUARANTEE BOND

In consideration of CGM ETR KOLKATA , 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/LOI, No _____ dated _____ made between _____ and _____ for the maintenance of OFC (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 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 Contractor(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 undertake to pay to BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(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)/supplier(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 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 YEARS (as specified in the Agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the Bank) _____ further agree with BSNL that 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 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 BSNL or any indulgence by 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)/supplier(s).

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

Dated the _____ day of _____ for(indicate the name of Bank)

For _____

Signature & seal of bidder

(Indicate the name of Bank)

SECTION - VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To,

Subject: Authorization for attending bid opening on _____ (date)

the Tender of _____.

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

Name:

Signature:

Signatures of bidder

or

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

- Note:
1. Maximum of one representative will be permitted to attend the bid opening.
 2. Permission for entry to the hall where bids are opened, may be refused in Case authorization as prescribed above is not furnished.

Signature & seal of bidder

SCHEDULE – A

SCOPE OF WORKS

SCOPE OF CONTRACT:

This scope and specification covers the preventive maintenance, scheduled and planned Maintenance and break down corrective maintenance activities, Improvement of technical parameters of Network, Collection of GPS coordinates and mapping them on MAP to be carried out by the contractor for OFC routes of different sections under OFC Mtce Division ----- of ETR, BSNL as given in Annexure-2.

The detailed scope of contract is as under:

OFC based route maintenance work (SLA) including round the clock route-patrolling, jointing of interrupted cable, if required inserting additional cable between two ends (preferably by doing underground and in extreme case by overhead). End to end optical power budget has to be kept within limit, for the same, if required, damaged/lossy section of OF cable has to be replaced by new cable. All material (except BSNL Supply) and labour should be supplied by the contractor including operating tools/instruments (such as splicing machine) and measuring meters (such as OTDR, Power meters) etc. Transportation of these materials and lying of OF cable is the responsibility of the contractor.

1. Preventive Maintenance:

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

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

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

1.4 The Patroller of the Contractor has to patrol entire section regularly on daily basis, for all the **7 days of the week**, irrespective of Sundays/ holidays. However the contractor shall carryout the additional patrolling whenever it is necessary as per the actual site conditions. The patrolling timings shall vary as per the actual requirements. The patrolling teams have to be vigilant in respect of OFC routes where road expansion / construction activities are in progress.

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

1.6 The patrolling teams shall have mobile phone connections.

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

1.8 While patrolling, the patroller has to keep a close watch on the OFC as well as activities going on around it and make all necessary observations.

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

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

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

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

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

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

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

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

2. Corrective Maintenance:

- 2.1 The OFC cuts can happen due to the activities of various agencies as listed at clause 1.10 above or due to any other reason. In spite of the efforts of the contractor to prevent the cable cuts, if cable cuts occur, the contractor shall restore the fault within the permissible time period as specified at clause 12 under

SLA. The fault restoration shall be done on a permanent basis.

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

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

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

2.4 On receipt of information of OFC fault, the Fault repair team (FRT) shall move immediately for locating and rectifying the fault as per the response time specified at clause 2.6 below under SLA. The working fibers shall be restored first, followed by others. Sufficient labour shall be engaged for speedy restoration.

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

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

2.7 Restoration of all systems / fibres in the OF cable shall be ensured **within 6 hours** and in extreme cases only where the permanent restoration is not possible immediately, temporary restoration shall be made within 6 hours with the approval of BSNL. However, permanent restoration shall be done during night hours after getting maintenance shut down within 7 days of temporary restoration. The contractor has to submit a detailed report regarding the cause of fault, restoration details within 24 hrs to the designated officer of BSNL.

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

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

2.10 Damages/ Theft of OF Cables:-

Incident Report for all damages/ theft of OF Cables shall be submitted by the Contractor to the concerned Police station through the designated officer of BSNL and photos taken immediately on the spot and submitted to BSNL. FIR shall be taken from concerned police station and submitted to THE DESIGNATED OFFICER OF BSNL. The contractor shall own a **camera with a provision for date and**

time stamp for the photos taken. The necessary documentation required and compiled by the Contractor including investigation report is to be submitted to the DESIGNATED OFFICER OF BSNL.

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

3. Scheduled Planned Maintenance:

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

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

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

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

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

4. ALLIED ACTIVITIES:

- i) **Transportation of Materials:** The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot. In some cases the materials may be available at Sub-Divisional Store Godown. The contractor shall be responsible for transporting the materials, to be supplied by the department of otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.
- ii) **Disposal of Empty Cable Drums:** The contractor shall be responsible to dispose off the empty cable drums after laying of the cables. The cost of various sizes of empty cable drums recoverable from the contractor has been fixed taking into account the prevailing market rates as mentioned in this document.
- iii) It shall be obligatory on part of the contractor to dispose off the empty cable drums at his/their level and the amount fixed for various empty cable drums shall be recovered from the bill for the work for which the drum(s) was/were issued or from any other amount due to the contractor or the Security Deposit.
- iv) The contractor shall not be allowed to dump the empty cable drums in Govt./Public place which may cause inconvenience to the department / public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Department shall be at liberty to dispose of the drums in any manner deemed fit

and also recover the amount fixed in this contract from the bill/security deposit/any other amount due to the contractor.

- v) Supply of Materials: There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement, Wire Mesh and steel for protection, etc., besides using other consumables which do/don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

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

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

6. THE CONTRACTOR'S OFFICE:

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

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

The contractor's office should be located at the respective Divisional Headquarter however for operational convenience it is preferable that the contractor may have multiple offices in route as per the area defined in tender, falling under the jurisdiction of PGM/GM Concerned of SUB REGION.

6.2 SUBMISSION OF REPORTS:

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

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

7. DETAILS OF MANPOWER TO BE DEPLOYED FOR:

- 7.1 The Contractor shall deploy Manpower for the following works:

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

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

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

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However, the PGM/GM (Maintenance) will be the overall in charge for addressing any unresolved issues.

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

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

8. Supervisor:

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

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

9. MATERIALS:

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

Sl No	Item	Quantity
1	OF cable 6F/12 F/24 F/48F	1 Km
2	PLB pipe along with accessories	500m
3	Patch cords (5m, SC type)	6 Nos.
4	Pig Tails	10 Nos.
5	Couplers for HDPE duct	10 Nos.
6	Simple Plug	10 Nos.
7	End Plug	10 Nos.
8	Joint Closures(SJC/BJC)	4 Nos.
9	Splicing sleeves	200 Nos.
10	RCC pipes-150 mm dia (1m length) half cut/ full	10 Nos.each
11	GI pipe – 110mm dia.(6m)	2 Nos.
12	Route Indicator	4 Nos
13	Joint Indicator	4 Nos
14	Splice chambers (split type)	4 Nos

NB: The Quantity of above material is only indicative, however, the actual will be finalized before the award of contract.

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

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

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

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

11. Re-laying of OFC routes:-

Contractor is expected to relay the OFC route including laying of PLB pipes, pulling OFC and jointing of the cable for **UPTO MAXIMUM 5% OF THE ESTIMATED QUANTITY OF ROUTE LENGTH PER ANNUM** in order to maintain the SLA parameters. No separate cost shall be paid by BSNL for relaying work of PLB pipe including pulling, splicing, termination of cable and testing, etc. under this condition. For ensuring this responsibility the required activities and their standards are given in table below:

S.N	Description of activities for relaying work of 5% OFC routes per annum as per standard specifications of BSNL.
1	Excavation of trench up to a nominal depth of 165 cms according to construction specifications along National/State Highways/ Other roads and also in city limits and back filling and dressing of the excavated trenches after laying the PLB pipe. Providing of mechanical protection by RCC Pipes/DWC Pipes and/or concreting/chambering according to construction specifications wherever required. HDD may be applied where ever open trenching is not possible.
2	Laying of PLB Pipes / Coils, coupled with sockets and drawing 6 mm PP rope.
3	Opening of Manholes, replacing 6 mm PP Rope by 8 mm PP Rope, Pulling of O.F. Cable of any size, Sealing of PLB pipes by Rubber Bushes in Manholes, providing RCC Split Pipes in Manhole/Back filling of Manholes.
4	Excavation by JCB in exceptional circumstances (hours)
5	Digging of Pit For Jointing Chamber, Supply & Fixing Of Pre-Cast RCC Chamber, Filling Of RCC Chamber With Clean Sand, Placing Of Pre-Cast RCC slabs on RCC chamber, and back filling of jointing pit.
6	Road/Rail Crossing through horizontal boring(HDD) method and inserting 65/40 dia G./DWC. Pipes and Pushing PLB Pipes/coils inside and drawing 6mm PP rope.
7	RCC (15 CM*15CM) Cement Concrete work on bridges/ culverts wherever OFC exposed (RCC 1:2:4)
8	Laying of overhead OFC on poles including messenger wire with material excluding OFC.
9	Route indicator , fixing with RCC painting and sign writing
10	Route indicator Supply
11	Conversion of O/H OFC (if any) to U/G OFC, if required.

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

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12. MATERIALS EQUIPMENT SUPPLIED / PROVIDED BY THE CONTRACTOR:

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

12.2 The tools and equipment available with the contractor shall be inspected every 15 days by the designated officer of BSNL and materials shall not be moved by the contractor to any other sites/works without the permission of BSNL. The Contractor shall **insure** all the items supplied to him by BSNL against any un- toward incidence.

12.3 Contractor shall at all times maintain a multi utility vehicle (preferably air-conditioned) for each Fault Repair Team. The vehicles used by the contractor shall be approved by the concerned Road Transport Authorities.

13. The Transportation of material / manpower will be responsibility of the contractor.**14. INSPECTION AND TESTING:**

- a) For inspection of the works carried out by the contractor, he shall arrange the required accessories like testing instruments, ladders, lighting devices to the BSNL designated authority. .
- b) All results of inspection and test results will have to be recorded in the inspection reports, Proforma of which shall be approved by BSNL.

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

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

17. Route Index Drawing: The route index drawings will be provided to the contractor by BSNL during the currency of the maintenance contract ONCE. However, the locations of the cable as reflected in the drawings/ details are indicative only and it is the responsibility of the contractor to determine the actual location along the routes & HANDOVER UPDATED DOCUMENTED DETAILS of the Network to the concerned SUB REGION BSNL Incharge (DE/SDE/JTO) at the end of currency of the CONTRACT. At certain sections multiple OFC cables have been laid on the same trench/ other side of the road. The bidder is required to visit the sites and ascertain the geographical conditions and its latest status. In view of road widening, some portion of OFC has come under tar surface of the road and at some places OF cable has been drawn on overhead temporarily.

A) Arrangement for communication and response mechanism for contractors and their team:

1. Fault shall be intimated over telephone/mobile/Fax/Email of the contractor.
2. During office hours SDE/JTO concerned shall release signed WO copy for each fault. After attending the fault, opening time and closing time of each fault shall be recorded in WO office copy
- 3.

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18. SCHEDULE- B: Service Level Agreement hereinafter referred as SLA.

Contractor shall ensure the following SLAs:

- The permissible OFC cuts per 500 Kms route per month shall be within 6 cable cuts.
- The fiber loss shall not exceed **0.1 dB** per splice.
- The mean time to repair (MTTR) OFC cut shall be within **6 Hours**. 90% of the OFC cuts shall be attended in 6 Hours and a maximum of 10% are permitted up to 8 hours. Whereas the overall repair time shall not exceed 6 hours in a month.
- Patrolling shall be **at least once** in a day.
- SLA parameters**–

Sl.No	Parameter	Permissible range	Remarks
1	Number of OFC cuts / 500km / month	≤ 6	In case of multiple cables in a trench, each Cable cut is treated as one OFC cut.
2	Splice loss per fiber	≤ 0.1 dB	For each splice.
3	Mean Time to Repair (MTTR) OFC cuts	≤ 6 Hrs	Up to 90% OFC cuts, the restoration time permitted is < 6 Hrs and for 10% OFC cuts, restoration time permitted is ≤ 8 Hrs with overall restoration time permitted is ≤ 6 Hrs for all OFC cuts during a month.
4	Patrolling	Daily (365 days in a year)	Daily patrolling of the OFC Sections Allotted and reporting to designated Officer.

- Fault shall be intimated over telephone/mobile/Fax/Email of the contractor. During office hours SDE/JTO concerned shall release signed WO copy for each fault. After attending the fault, opening time and closing time of each fault shall be recorded in WO office copy.
- For faults attended beyond permissible range >8 HR, DE shall countersign all such cases in addition to SDE/JTO.
- Office of DE including the SDE and JTO concerned shall be fully responsible for accuracy of measurement of work. JTO, SDE, DE shall give Test Check on 100%, 50% and 10% of value of work done respectively.
- O/o the GM of concerned SUB REGION Head shall be responsible for payment accuracy and taxes component, arrived on the basis of measurements recorded by O/o DE concerned.

19. PENALTY CLAUSE: This para is applicable for individual work order as well as contract as a whole

Sl.No	Parameter	Limits	Amount of penalty in Rs.	Remarks
1	Faults per month per 500 km	Maximum 6 fault	Rs.1000/- for each additional fault exceeding the limit	Faults which are within the avoidable circumstances of the contractor.
2	Splice loss per fibre	Less than 0.1 dB	Rs.1000/- per joint per occasion	Apart from Penalty, the Agency is responsible for bringing splice loss ≤ 0.1 dB at his own cost within 7 days.

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3	Mean Time to Repair (MTTR) OFC cuts	For the 90% fault exceeding 6 hours will be penalized and for the 10% fault exceeding 8 hours will be penalized on every occasion.	Rs. 1000 for next 4 hrs. and Rs. 2000 for each additional 8 Hrs.	Up to 90% OFC cuts, the restoration time permitted is < 6 Hrs and for 10% OFC cuts, restoration time permitted is < 8 Hrs with overall restoration time permitted is \leq 6 Hrs for all OFC cuts during a month.
4	Patrolling	Daily	Rs 1000/- per incident	Failure to patrol the designated section is liable for levy of penalty for each day.

3 **Jointing penalty:** If contractor or bidder does not make joints as per standard and specifications of tender term and conditions (eg. Criss Cross of Fiber or bad workmanship), a penalty of Rs 2,500/- per joint will be deducted from the monthly bill in addition of rectifying fault free of cost.

4 **Third Party Damage:** If the bidder damages other Private Service providers cables /sewage line/ Government or public properties, such as electricity cable. or roads etc, the damage charges/penalty will be paid by the contractor as per the claim of such third party. BSNL will not be liable to pay any penalty or any damage charges made by the contractor as per the indemnity clause below: "Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to Contractor either by Engineer-in-charge or concerned third parties in writing. The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer."

Note:- Overall Limit of penalty: Maximum amount of penalty in any given month will be limited to maximum 25% of the monthly bill amount.

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

19.2 Withdrawal of work: The work will be withdrawn with relevant penalty decided for due payment in case of non-performance with 15 days notice in form of letter, sms, e-mail.

20. Eligibility Criteria : -

20.1 The Bidder shall be a company registered in India under the companies Act 1956/ 2013 or a partnership firm/proprietorship firm registered in India.

i) Bidders, should have maintained / constructed at least 269.00 Km OFC route in last two consecutive years for Telecom operation are eligible to apply. The experience certificate should be issued by the authority not below the rank of DGM (or equivalent) of any PSU organization or any Private Telecom operators etc.

ii) Bidder should have annual turnover of at least Rs 26,85,000/- (Rupees Twenty Six Lakh Eighty Five Thousand Only) for last two(2) consecutive financial years and shall enclose the annual turnover certificate to this effect.

iii) The bidder shall have a valid and current GST certificate, permanent Income Tax Account Number, current IT clearance certificate, Certificate of Registration with ESI and EPF Authorities. The bidder shall enclose self attested copies of each of these certificates along with the bid documents failing which the bid will be liable for rejection.

iv) Bidder should submit the certified copy of solvency certificate from the National/ scheduled Bank of the bidder for Rupees 10 lakh on or after publication date of NIT.

v) Valid registration of the firm/agency recognized by Govt. of India /State Govt or Registered under Companies Act or Registered under Shops and Establishment Act or Registered as firm.

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(vi) The Bidder should NOT be a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India. **Undertaking to this effect must be submitted by bidder.**

(vii) A self-declaration on the company's letterhead giving List of employed skilled technical personnel (as per clause no. 7.3 of Schedule-A) and/or Undertaking regarding employment of skilled technical personnel has to be submitted by the Bidder.

The company should have been registered under Ministry of Labour and should have valid PAN No. The Bidder should not have been black-listed by central/ state governments/ PSUs. A self-declaration shall be submitted along with the bid document in this regard.

The Bidder should also possess the following documents and self-attested copies of these documents should be submitted -

- (i) EPF/ESI Registration Certificate.
- (ii) Income tax return for the assessment year 2018-2019 & 2019-20 i.e. financial year 2017-2018 & 2018-19 along with the annual turnover certificate and Profit & Loss statements for these years.
- (iii) Valid PAN Number.
- (iv) Valid Goods and Services Tax Registration Certificate No(s).
- (v) A self-declaration on the company's letterhead along with the evidence that the bidder is not black listed by GST authorities. In case the bidder gets black-listed during the tenure of BSNL contract, then any loss of Input Tax credit thereof shall not be borne by BSNL due to default of the bidder.
- (vii) In case of multiple GST numbers, all the numbers shall be provided at Section-: "Bidders Profile & Questionnaire"

The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their TENDER bid. All documents submitted **will also be self-attested by the bidder.**

Payment Terms :

- a. The CONTRACT charges shall be paid by BSNL **on monthly basis** at the end of each month from the beginning of CONTRACT. However payment at the end of every month will be made after deducting penalties, based on the performance reports from filed units. The Monthly performance reports signed by the concerned Sub Divisional Engineer and countersigned by Divisional Engineer **as per Clause no. 19 in Schedule - B** shall be appended to the bills by the bidder as a proof of satisfactory performance of the contract.
- b. This price is total composite inclusive of all levies and taxes, insurance and incidental charges etc. TDS shall be deducted before actual payment.

Signature & seal of bidder

ANNEXURE - 1**RESOURCES TO BE DEPLOYED BY THE BIDDER****A) MANPOWER AND VEHICLE:**

The contractor shall deploy FRT (Fault Repair Team) consisting of following logistics and manpower:

- a) 2 No. of Supervisor.
- b) 2 No. of Splicer.
- c) 2 No. of multi utility Splicing vehicle.
- d) 2 No. Driver cum Splicing Assistant per splicing vehicle.
- e) Adequate no of helpers/ laborers for trenching, laying, preparation of joint pits, closing and reinstatement . In case the manpower specified above is not adequate, the Contractor may engage on the higher side subject to minimum of above.

B) LIST OF EQUIPMENT:

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

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

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

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

7. Testing Equipment/ Meters consisting of:

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

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ANNEXURE-2**(Details of OFC Route)**

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

Division	LINK NO	OFC Section	Length of the Section (Kms.)	Remarks
Cuttack	LINK-1	Cuttack-Dhenkanal-Nalco	120	
Do	LINK-2	Badchana-Jaraka-Bhadrak	76	
Balasore	LINK-3	Bhadrak-Soro-Balasore	78	
Keonjhar	LINK-4	Karanja-Joshiapur-Rairangpur-Bisoi-Bangiriposhi	122	
Do	LINK-5	Keonjhar-Palasponga-Persola-Champua-Joda	94	
Do	Link-6	Anandapur-Bhadrak	47	
TOTAL			537	

ANNEXURE-3**TECHNICAL SPECIFICATIONS****1. INSTALLATION OF JOINT CLOSURE & SPLICING OF OFC:-**

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

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

1.1 JOINTING OF CABLE

The manufacturer's manual contains the following:

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

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

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

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1.3 PREPARATION OF CABLE FOR JOINTING:-

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

1.4 STRIPPING/ CUTTING OF THE CABLE:

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

1.5 PREPARATION OF CABLE JOINT CLOSURE FOR SPLICING:

The type of preparation work performed on the cable prior to splicing differs on the type of joint closure and fiber organizer used. However, the following steps are usually common:

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

1.6 STRIPPING AND CLEAVING OF FIBRE:

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

1.7 FUSION SPLICING OF THE FIBRE:-

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

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

1.8 ORGANISING FIBRE AND FINISHING JOINTS:-

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

1.9 PLACING OF COMPLETED JOINT IN PIT:-

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

1.10 EXCAVATION AND BACK FILLING OF TRENCHES FOR ATTENDING TO FAULTS:

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

ANNEXURE-5**CERTIFICATE PROFORMA FOR NO NEAR RELATIVE(S) WORKING IN BSNL**

I,.....,s/oresident of Certify that none of my near relatives as defined below is/are employed anywhere in BSNL as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall cancel the offer & EMD/Security deposit will be forfeited at any stage whenever noticed. The BSNL will not pay any damages to the company or firm or person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Signature of bidder
with date & seal

N.B.:- The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined below:

The near relatives for this purpose are defined as:-

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

In case of proprietorship firm, the 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 Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person.

Signature & seal of bidder

ANNEXURE-6

UNDERTAKING & DECLARATION

For understanding the terms & conditions of Tender & Specification of work

a) Certified that:

- 1. I/We
have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
- 2. I/we hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.
- 3. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ Security Deposit , deposited by us will stand forfeited to the BSNL.

b) The bidder hereby covenants and declares that:

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

Date:

.....
Signature of bidder

Place:

Name of bidder
Along with date & Seal

Signature & seal of bidder

ANNEXURE-7

DECLARATION FOR DOWNLOADING AND NON-TAMPERING THE TENDER DOCUMENT.

I/we (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website <https://etenders.gov.in/eprocure/app> and no addition/deletion/correction has been made in the downloaded tender document. and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

I/we also declare that I have enclosed a DD/BC for Rs...../- towards the cost of tender document along with this bid.

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

Place:.....

Date:.....

Signature of bidder/Authorized Signatory

Name of the bidder.....

Seal of the bidder.....

Signature & seal of bidder

Schedule-B

AGREEMENT PROFORMA

AGREEMENT FOR PATROLLING AND MAINTENANCE OF OPTICAL FIBRE CABLE (OFC) ROUTES

This agreement for Patrolling and Maintenance of OFC Route ("Agreement") is entered in to

BETWEEN

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

AND

M/s (Contractor)

(Whereas BSNL and Contractor shall hereinafter be jointly referred to as the 'Parties' and individually as a 'Party' to this Agreement).

WHREAS

- A. BSNL is A Govt of India Enterprise to establish, operate and maintain telecommunication facilities and to provide telecommunication services and other related value added services, in various telecom circles in India.
- B. **BSNL, in connection with providing telecommunication services has established an optical fibre cable network ("OFC") and** intends to appoint the Contractor (as defined hereinafter) for the purpose of Patrolling and Maintenance of the OFC routes, as defined in **Schedule -A** hereunder, on terms and conditions set forth in this Agreement.
- C. Based on BSNL tender terms and conditions and on the acceptance of the same by the Contractor and has issued a letter of intent ("LOI") dated _____ to the Contractor. A copy of LOI issued to Contractor is enclosed as Annexure.
- D. In pursuance of the above, BSNL has agreed to avail the Services of the Contractor on exclusive basis and the Contractor has agreed to provide the same, on terms and conditions as contained herein below.

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

1. DEFINITION AND INTERPRETATION:

In this Agreement, the following words and expressions shall have the following meaning:

"Act" means statutes, laws, rules and regulations by Government authorities or any regulatory agencies;

"Agreement" means this agreement between BSNL and the Contractor relating to the provision of Services by the Contractor including the LOI, Schedules(s), Work Order(s), Annexure(s), tender terms and conditions, vide tender No..... and any other documents explicitly incorporated in to this Agreement;

"Annexure(s)" means the annexure attached to this Agreement which forms an integral part of this Agreement.

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“Schedule(s)” means the schedules attached to this agreement which forms an integral part of this agreement.

“Charges” mean the monthly charges payable by BSNL to the contractor.

“Contract Price” shall mean the unit price of various activities to be undertaken by the Contractor and to be payable by BSNL on completion of the activity / service. The contract price is inclusive of GST as applicable. However, statutory liabilities of ESI, EPF contribution and GST as applicable and payable by the Contractor shall not be a part of the Contract Price and BSNL shall not be responsible in any way whatsoever to pay for the same.

“Contractor” means any person or entity that provides service(s) in accordance with the terms and conditions of this Agreement.

“Effective Date” means the date of entering into this Agreement.

“DOT” means the Department of Telecommunications, Government of India.

“BSNL” means Bharat Sanchar Nigam Limited A Govt of India Enterprise.

“Force Majeure Events” or “Force Majeure” means fire, flood, earth quake, elements of nature or acts of God, epidemic, acts of war, terrorism, riots, civil disorder, rebellions, revolutions, strikes, lockouts, change of law or any other similar cause beyond the reasonable control of such party as detailed under para 20 of this Agreement;

“LOI” means of the letter of intent issued by BSNL to the contractor regarding the maintenance of the OFC route;

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

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

“OFC route” means the optical fibre cable route of BSNL;

“Party” or “Parties” mean the party or parties to this Agreement;

“Rates” mean the agreed rates for various components of the services provided by the Contractor under this agreement;

“Route” means any section of the OFC route of BSNL;

“Services” means patrolling, operations, preventive and corrective maintenance, protection of BSNL materials and equipments and any other services provided by the contractor under this agreement in respect of the OFC route;

“Term” means one year effective from the date of agreement;

“Stretch or section means, the Optical Fibre Cable route between any given locations.

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

2. SCOPE OF AGREEMENT:

2.1 The scope of Services to be provided by the Contractor includes OFC based route maintenance work (SLA) including round the clock route-patrolling, jointing of interrupted cable, if required inserting additional cable between two ends(preferably by doing underground and in extreme case by overhead). End to end optical power budget has to be kept within limit, for the same, if required, damaged/lossy section of OF cable has to be replaced by new cable. All material (except BSNL Supply) and labour should be supplied by the

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contractor including operating tools/instruments (such as splicing machine) and measuring meters (such as OTDR, Power meters) etc. Transportation of these materials and lying of OF cable is the responsibility of the contractor. Furnishing of detail reports of route and splice loss measurement with OTDR may be submitted. Hence, the maintenance activity mainly consists of:

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

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

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

3. RATES:

BSNL undertakes to pay OFC maintenance charges as per agreement on quarterly basis.

4. OBLIGATIONS OF CONTRACTOR:-

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

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

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

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

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

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

4.7 The Contractor shall undertake to engage qualified and efficient workers and to complete the work

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

- 4.8 The Contractor shall undertake at all times to be solely liable to pay the salaries, wages and allowances, provident fund, employees state insurance as required under law for its staff and workers.
- 4.9 The Contractor shall undertake to strictly adhere to the terms of this agreement including the Schedules and any relevant Annexure subject to BSNL's instructions.
- 4.10 The Contractor shall undertake at all times work in co-ordination with BSNL's representative/supervisory staff and such other authorized personnel, other vendors and that of any other relevant body, as may be required for the purpose of this Agreement.
- 4.11 The Contractor further undertakes to submit reconciliation statement of materials issued to Contractor on every 15 days.
- 4.12 The Contractor shall provide the entire infrastructure and work force under this Agreement exclusively for BSNL's use and the said infrastructure / work force shall not be used by Contractor for any other purpose or for any other company / entity / person in any manner whatsoever.
- 4.13 The Contractor shall, throughout the Term of this Agreement and through out the duration of any Work Order(s) (wherever applicable), shall *interalia* remedy any defects arising therein, and take all reasonable steps to protect the environment on and off the route, avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of its method of operation or any other reasons attributable to the acts and omissions of the Contractor and it shall be exclusively liable and responsible for the same.

5. BANK GUARANTEE:

- 5.1 The Contractor shall submit a Performance Bank Guarantee ("PBG") from any Nationalized/ Scheduled Bank, for the value equivalent to 10% of the total award contract price per annum. The PBG shall be valid for 24 months i. e. 2 Years from the date of acceptance of LOI. The Contractor shall submit the PBG within fifteen 15 days of the acceptance of LOI. However, if any new Route is added by incorporating the same in an Annexure, additional PBG, calculated on terms as mentioned above, shall be furnished by Contractor to BSNL within seven (7) days from the date of addition of any new Route to the existing.
- 5.2 In case, the Contractor fails to renew the PBG as above, BSNL shall have the right to withhold the amount, equivalent to the value of PBG, from outstanding dues of Contractor till such time the PBG is renewed.
- 5.3 BSNL, in addition to the other remedies available under this Agreement, shall reserve the right of encashing the PBG in the event of any default by the Contractor under this Agreement and / or LOI including but not limited to the following events or a combination thereof wherein:
 - a) Contractor has not rectified any defect to the satisfaction of BSNL as specified in "**Schedule-A**".
 - b) Contractor has failed to rectify any defect within the time lines specified by BSNL; or
 - c) Contractor fails to perform its obligations under this Agreement.

6. PAYMENT TERMS, PENALTIES AND AWARDS:

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

7. TAXES, LICENCES AND PERMITS:

- 7.1 As part of the Contract Price, the Contractor shall, in connection with GST as applicable. The

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Contractor shall cooperate with and render all necessary assistance to BSNL to enable BSNL to avail of and / or recover other indirect taxes, duties and the like. In the event that work contract tax is applicable, BSNL shall deduct from the Contractor and will deposit the same with the appropriate authorities or the relevant body.

- 7.2 The Contractor shall and at all times be solely liable to pay the personal income taxes in respect of their staff and / or provident funds, employees state insurance and other statutory charges as required under law.
- 7.3 All licenses and permits required by the Contractor for the execution of the work and / or provision of Services under this Agreement shall be directly obtained by the Contractor. Any extra charge that may be incurred by the Contractor for maintaining or renewing any license or permit shall be to the account of the Contractor without any extra costs to BSNL.

8. TERM OF THE AGREEMENT:

- 8.1 The Term of the Agreement shall be for one (1) year with effect from the date of signing the Agreement.
- 8.2 BSNL may extend the Term of the Agreement ("Extended Term") by mutual consent on the same terms and conditions for a period of another one (1) year.

9. TERMINATION:

- 9.1 Notwithstanding anything to the contrary contained in this Agreement, BSNL may without any liability to it, terminate this Agreement:
- i) Without cause upon thirty (30) days' written notice to Contractor:
 - ii) For cause, including without limitation, any failure by the Contractor to observe or perform the covenants and provisions of this Agreement, immediately upon notice to Contractor shall Contractor fail to remedy or rectify such failure within fifteen (15) days (or as agreed mutually in writing, having regard to the urgency of the matter) from the date of receipt of notice of such failure from BSNL.
 - iii) In the event of insolvency of the Contractor or if the audited financial results of the business of the Contractor disclose that the total liabilities of the business of the Contractor exceed its all assets.
 - iv) In the event of prosecution for any offence of directors/partners/ of the Contractor or of the Contractor.
 - v) If the Contractor enters into an arrangement or composition with its creditor(s) or if a Receiver of the Contractor's property or any part thereof, is appointed.
 - vi) If a petition for winding up is presented in any Court against the Contractor, it being a limited company, or a resolution is passed to wind up the business of the Contractor or if a Receiver is appointed for any part of the Contractor's property.
 - vii) If the Contractor makes false claim(s) towards charges, commission, incentives, refunds, credits, warranty claims or submits false financial information/reports or any other data including but not limited to the Services, reports or maintenance required by BSNL.
 - viii) If the Contractor fails to obtain or maintain any license / approvals or the suspension or revocation of any license / approvals necessary for the conduct of the business of the Contractor pursuant to this Agreement.
 - ix) If the Contractor commits any violation of any laws, rules or regulations of the land.
 - x) If the appointment or continuance of the Contractor under this Agreement is likely in the sole opinion of BSNL to result in a loss of goodwill or reputation of BSNL.
- 9.2 Shall this Agreement be terminated by BSNL in the manner prescribed in clause 9.1(i) above; BSNL will reimburse the Contractor, the pro-rated Charges for the Services provided by the Contractor till the date of termination, as specified in **Work Order**. In such case, the value of approved materials utilized at site, the certified and accepted work done till the date prior to such termination shall become the sole and exclusive property of BSNL.

- 9.3 BSNL may also terminate any Work Order (if applicable) hereunder upon written notice of fifteen (15) days to the Contractor / vendor without any liability, if the Contractor is in breach of any material obligations contained in the relevant Work Order. For the avoidance of doubt, the termination of any individual Work Order shall not amount to automatic termination of this Agreement or any other Work Order(s) that may be issued by BSNL.
- 9.4 It is agreed by both the Parties that termination of this Agreement or any Work Order(s) by BSNL, does not relieve any Party from any rights and / or liabilities arising prior to such termination. Failure of BSNL to exercise a right in connection with a termination event shall not be construed as a general waiver of its right under this clause.
- 9.5 Termination in pursuant to clause 9.1 (i) to (x) and clause 9.3 above, shall be without prejudice to other rights of BSNL available under law or contract.
- 9.6 Either party may terminate this Agreement or any Work Order hereunder without any liability if so required by any government authority with jurisdiction over the Party and the subject matter of this Agreement; provided however that the Party withstanding with the governmental authority shall assert all reasonable challenges, including litigation, to prevent or reverse any such requirement.
- 9.7 The Contractor undertakes that on termination of this Agreement it shall have no lien over the materials, equipments, designs, plans related to OFC, etc., of BSNL that are under its custody and shall hand over possession of the same to BSNL.
- 9.8 The Contractor shall on termination of the Agreement, immediately hand over or destroy all Confidential Information on BSNL in its possession (irrespective of its form) to / before BSNL's representative to his satisfaction.
- 9.9 The Contractor shall provide its full co-operation and assistance to BSNL to enable a smooth transition of the work to any other contractor of BSNL's choice or as the case may be.

10. SUB-CONTRACTING AND ASSIGNMENTS:

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

11. LIEN:

- 11.1 Notwithstanding anything contrary contained in this Agreement, BSNL shall have the first lien on all amounts due to the Contractor in the event of the Contractor failing to comply with the terms and conditions of this Agreement.
- 11.2 BSNL shall have the right to retain and hold in its custody all requisite equipment, materials and/or machinery belonging to the Contractor in the event that the Contractor does not perform or fails to perform its obligations under this Agreement without prejudice to its other rights and remedies available under this Agreement. BSNL shall further be at liberty to sell such materials belonging to the Contractor if in the opinion of BSNL, it is necessary to avoid any loss / hardship / damages that may be incurred by BSNL on account of the Contractor's failure to execute the work to the satisfaction of BSNL.

12. INDEMINIFICATIONS:

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

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

- 12.2 In the event, BSNL is required to pay any penalty or other sum by whatever name known to any of its contracting partners or agencies, either on account of delay or the repair and/or maintenance work not being made operational in full by the Contractor, for reasons not attributable to BSNL, the Contractor agrees and undertakes to indemnify and keep indemnified BSNL from all such penalties, costs and/or expenses that may be claimed against BSNL.
- 12.3 By virtue of the provisions of Workmen's Compensation Act, 1923, Contract Labour (Abolition) and Regulation Act, and/or any other applicable Act, if BSNL is obliged to pay compensation to workmen employed by the Contractor and/or on behalf of the Contractor, for the execution of work or provision of Services, BSNL shall be entitled to recover from the Contractor the amount of compensation so paid, without any prejudice to the rights of BSNL under the provisions of such Act.

13. APPOINTMENT OF OTHER AGENCIES FOR RE-EXECUTION:

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

14. NO PUBLICITY:

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

15. COMMUNICATION AND REPORTING:

15.1 Communication:

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

15.2 Authorized Representatives:

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

15.3 Notices:

Except as specifically provided elsewhere in this Agreement, all notices required or permitted to be given by one Party to the other under this Agreement shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial delivery service with acknowledgement received); or

(ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by facsimile transmission ("Fax") to the Parties at the respective addresses. The date upon which such notice is so actually delivered; or if the notice is given by registered or certified mail, the date upon which it is received as evidenced by Registered A.D. or other acknowledgement; or if sent by Fax, the date on which the Fax was sent, provided an original is received by the addressee by any commercial delivery service within two (2) business days of the Fax, shall be deemed to be the date of such notice, irrespective of the date appearing therein.

15.4 Reporting:

- (a) Contractor agrees to disclose relevant information in relation to the provision of the Services to BSNL and, upon request, to give BSNL a true and faithful account of dealings and matters arising in relation to the provision of the Services, and to furnish explanations when reasonably requested by BSNL.
- (b) Each Party must notify the other immediately after becoming aware of:
 - (I) any material breach of legislation relevant to the provision of the Services or the performance by a Party of its obligations under this Agreement which may amount to violating a material agreement applicable to it;
 - (II) any matter connected with the performance of the Services which would give rise to an actual or perceived conflict of interest; or
 - (III) any reason why a Party is or may be unable to perform its obligations under this Agreement.
- (c) BSNL must notify the Contractor if it appoints, engages or requests any other person to review or manage the provision of, or any part of, the Services by the Contractor.

16. CONFIDENTIALITY:

- (a) Neither Party to this Agreement may communicate, release or otherwise disclose confidential information ("Confidential Information") to any person concerning this Agreement, Services, information of the other Party or the business of the other Party without the prior written consent of that Party, provided that this clause shall not apply:
 - (i) to the extent that the disclosure is necessary to key persons on a need to know basis for the provision of the Services Provided that those persons to whom such information is supplied are bound by confidentiality obligations of this agreement;
 - (ii) to comply with the applicable law or regulation;
 - (iii) to the extent applicable to enable a Party to properly perform its obligations under this Agreement; or
 - (iv) to disclosures by the party receiving Confidential Information pursuant to a court order, administrative contractor and/or other governmental body provided however that the receiving party shall promptly provide notice of such disclosure to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
- (b) Contractor shall and undertakes to promptly advise BSNL in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.
- (c) In the event of any breach of this clause, the Contractor shall indemnify BSNL from any loss, cost or damage or any other claim whatsoever BSNL. Furthermore, nothing in this Agreement shall prejudice BSNL from initiating appropriate legal proceedings for specific performance and injunctive relief available under the laws of equity and contract on breach of confidentiality obligations under this clause. The obligations contained in this clause will be valid for **two (2) years from the effective date of termination of this Agreement.**

17. INTELLECTUAL PROPERTY RIGHTS:

- 17.1 Except as provided for in this Agreement, Contractor shall not acquire a right to use, and shall not use without BSNL's prior written permission, the names, characters, artwork, designs, trade names, trademarks, or service marks and shall maintain all copy right, trade mark, service mark of BSNL or other proprietary notice on BSNL's products or services ("Intellectual Property Rights") and otherwise comply with BSNL's reasonable quality control requirements.
- 17.2 The Contractor accepts for all purposes that any trademarks, logos, service marks, trade names or identifying slogans affixed or used by BSNL in respect of any of its services, whether registered or not, constitute the exclusive property of BSNL. The Contractor shall not contest, at any time, the right of BSNL or its affiliated companies to any trade mark or trade name or any other Intellectual Property used or claimed by BSNL.
- 17.3 During the term of this Agreement, the Contractor may be authorized to use BSNL's trademarks, logos and trade names, but only in connection with the Scope of Services as set out in this Agreement. The Contractor's use of such trademarks, logos and trade names shall be in accordance with the guidelines issued by BSNL from time to time. Nothing herein shall give the Contractor any interest in such trademarks, logos or trade names or any other Intellectual Property Rights. In the event of termination of this Agreement, howsoever caused, the Contractor's, right to use such Intellectual Property, including but not limited to, trademarks, logos or trade names shall cease forthwith from the date of termination of this Agreement. The Contractor agrees not to attach any additional trademarks, logos or trade designations to the trade marks, logos or trade designations of BSNL.
- 17.4 Contractor further agrees not to use the Intellectual property, including but not limited to the trade marks, logos and trade names of BSNL.
- 17.5 BSNL reserves the right of prior review and approval of the Contractor's use of BSNL's Intellectual Property including but not limited to any trademarks, logos and trade names as well as all relevant advertisement material in each instance. The Contractor shall not publish, nor cause to be published any advertisement, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, good will or reputation of BSNL. The Contractor shall indemnify and keep indemnified BSNL against any third party claim arising out of or in relation to such advertisements or oral or written representations which might confuse, mislead or deceive the public or which are otherwise detrimental to the name, good will or reputation of BSNL.

18. REPRESENTATIONS AND WARRANTIES:**18.1 Warrants of Contractor**

(a) Contractor represents and warrants that:

- (i) it has and will continue to have and to use, the skills, qualifications and experience to provide the Services in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with this Agreement;
 - (ii) it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement: and
 - (iii) that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action and it does not violate the governing documents or any law or material agreement applicable to it.
- (b) Contractor represents and warrants that it has obtained and will continue to obtain any consents and/or approvals required by any governmental contractor in relation to the provision of the Services. It shall comply with all applicable laws and regulations in carrying out the rights and obligations under this Agreement. As of the date of signing this Agreement, there are no pending threatened legal proceedings that materially adversely affect its ability to perform its obligations under this Agreement.
- (c) While performing its obligations under this Agreement, it is not in violation of any third party

Signature & seal of bidder

intellectual property rights that may be relevant for the performance of its Services under this Agreement. Any designs, plans, etc., are the sole and independent creation of the Contractor and are not in breach of copy right and/or other intellectual rights violation.

19. INSURANCE AND LIMITATION OF LIABILITY:

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

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

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

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

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

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

20. FORCE MAJEURE:

- (a) No Party will be liable for any default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused, directly or indirectly by a force majeure event, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans or other means.
- (b) In each and any force majeure event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and provided such party continues to use commercially reasonable efforts to recommence without delay. Any party so delayed in its performance will immediately notify the other and describe in a reasonable level of detail the circumstances causing such delay.
- (c) Each Party agreed to take all reasonable steps to minimize the impact of a force majeure event.
- (d) For the avoidance of doubt, given the nature of this Agreement, any force majeure event affecting any

part/portion of the operation and maintenance work of the OFC in a particular stretch shall not amount to force majeure of the entire Agreement, given that a different stretch of the OFC may not be affected by such force majeure events. Therefore, the performance obligations of the Contractor shall be unaffected in areas that are not affected by such force majeure event.

- (e) No party will be liable for any default or delay in the performance of its obligations under this agreement to the extent such default or delay is caused due to floods, cyclone, epidemics, earthquakes, landslide, riots, terrorist attacks, law and order, public unrest in work area, curfew, rodent/ ant bite and the act of God.

21. DISPUTE RESOLUTION:

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

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

22. COMPLIANCE WITH LAWS:-

- 22.1 The Contractor warrants that Services provided under this Agreement shall conform to all applicable laws, statutory rules and regulations including the surety and environmental norms as **per Government rules and regulations**.
- 22.2 Notwithstanding the generality of the foregoing, the Contractor shall comply with the following but not limited to the Workmen's Compensation Act, Minimum Wages Act, Employees State Insurance Act, Employees' Provident Fund Act, Apprentices Act, Contract Labour Regulations & Abolition Act, and any/all other applicable statutes and all modifications thereof, in connection with manpower engaged by the Contractor. The Contractor shall keep intact with him all necessary documents in respect of payments towards Employees Provident Fund / Employees State Insurance Fund and under all other statutes as above and shall furnish the required documents to BSNL, within the specified time, as and when required by BSNL.

23. INTERPRETATION:

In this Agreement unless the contrary intention appears:

- (i) a reference to this Agreement includes any variation or replacement of this Agreement and includes all Schedules, Annexure attached to this Agreement and any documents that have been incorporated by reference as on the date of execution of this Agreement, and any new Schedules, Annexure and exhibits that may be added to this Agreement as mutually agreed upon by the Parties;
- (ii) a reference to a statute, ordinance, code or other law included regulations and other instruments made under it an consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice-versa, words including one gender include other genders;
- (iv) heading and marginal notes have been inserted for guidance only and do not form part of the context;
- (v) a reference to a thing (including, without limitation, any amount) is a reference to the whole or any part of that thing and a reference to a group of persons is a reference to any two or more of them collectively and to each of them individually;

- (vi) person includes a firm, a company, partnership, joint venture, association, corporation or other body corporate, a person, an unincorporated association or an authority;
- (vii) a reference to a body or authority which has ceased to exist includes the body or authority which now serves substantially the same objects as the body or authority referred to;
- (viii) If a period of time is specified to:
 - (a) start from a given day or the day of an act or event, it must be calculated including that day; or
 - (b) be after a given day or the day of an act or event, it must be calculated excluding that day; or
 - (c) be to or until a given day or the day of an act or event, it ends on the day before that day;
- (ix) the recitals form part of this Agreement.

24. INCONSISTENCIES:

- (a) In the event of any conflict or inconsistency between the terms, conditions of a Schedule to this Agreement or other attachment to this Agreement and / or LOI, to the extent possible such provisions shall be interpreted so as to make them consistent. If it is not possible to interpret the provisions to make them consistent, the provisions of the main body of this Agreement shall prevail to the extent of the inconsistency.
- (b) To the extent that the Services include regulated activities, the requirements of the relevant legislation will, in the event of any conflict or inconsistency with the terms of this Agreement, prevail to the extent of the conflict or inconsistency.

25. CONSTRUCTION:

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

26. SEVERANCE:

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

27. ADDITIONAL TERMS:

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

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

BHARAT SANCHAR NIGAM LIMITED**CONTRACTOR'S NAME**

SIGNED

SIGNED

Witnesses:

Witnesses:

Witness 1:

Witness 1:

Witness 2:

Witness 2:

Signature & seal of bidder

SCHEDULE - C

FORMAT of LOI (Letter of Intent)

NO. _____

Dated: _____

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

Ref: -

Dear Sir,

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

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

Yours faithfully,

()

Signature & seal of bidder

Annexure-8

E-tendering Instructions to Bidders

The bidders are requested to follow strictly the instructions provided under the documents "Help for Contractors", "Information about DSC" and "Bidder's Manual Kit" available in the CPP Portal <https://etenders.gov.in/e procure/app>.

Submission of Bids for this Tender is mandatory through online process only. For conducting electronic tendering, ETR unit, BSNL, Kolkata is using the portal <https://etenders.gov.in/e procure/app> of Government of India.

For participating in this tender on line, the following instructions are to be read carefully.

1) DIGITALCERTIFICATES

For integrity of data and its authenticity /non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate(DC) also referred to as Digital Signature Certificate (DSC), of Class 3 only, issued by a Certifying Authority(CA) licensed by Controller of Certifying Authorities(CCA)[refer <http://www.cca.gov.in>].

2) REGISTRATION

The Tender document can be downloaded from the website: <https://etenders.gov.in/e procure/app> and to be submitted in the e-format. In tendering bidders are requested to register themselves in this CPP Portal URL :<https://etenders.gov.in/e procure/app> with their Digital Signature for obtaining user-id etc. In this process of e-tendering for inviting tender bids, physical copy of the tender document will not be sold.

3) Offline Submissions:

The bidder is requested to submit the following documents offline in the tender box placed in the chamber of DE NWO-I,ETR, Cuttack **on or before 11:00 Hrs of 11-01-2021** in a separate envelope marked as ENVELOPE-A :-

- (a) Original DD/BC towards EMD/ Bid Security.
- (b) Original DD/BC towards cost of tender document.
- (c) The power of attorney in original (If applicable) executed after the date of NIT.

4) Special Note on Security of Bids :

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

As part of the Electronic Encrypter functionality, the contents of both the „Electronic Forms“ and the „Main-Bid “are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Signature & seal of bidder

5) Public Online Tender Opening Event(TOE) :

ETS offers a unique facility for „Public Online Tender Opening Event(TOE)“. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure „Public Online Tender Opening Event(TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding „Pass-Phrase“ as submitted online by the bidder himself(during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual „Tender Opening Event “is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event(TOE)“. ETS has a unique facility of „Online Comparison Chart “which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders .A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled „ Minutes of Online Tender Opening Event (TOE)“ covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for „Viewing/ Downloading“. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.