



No. MM-557/1/2014-15/2

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08.10.2014



BHARAT SANCHAR NIGAM LIMITED

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

BANGALORE TELECOM DISTRICT

BANGALORE-560 001

No. MM-557/1/2014-15/2

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e- TENDER DOCUMENT FOR

Provisioning FTTH Connections by extension of Drop Fiber including Supply & Installation of HDPE Micro ducts in GM **(West Area)** of Bangalore Telecom District

Cost of the Tender form : Rs. 2,290/-

Due date/Time of receipt: 1300 Hrs of 18.11.2014.

Due date/Online Opening At: 1400 Hrs of 18.11.2014

TENDERER SHOULD SUBMIT THE PRICE OFFER IN THE PRESCRIBED PRICE BID IN E-FORMAT ONLY. INFORMATION GIVEN AT OTHER PLACES WILL NOT BE CONSIDERED.



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

BANGALORE TELECOM DISTRICT

4th Floor, Telephone House, Raj Bhavan Road, Bangalore-560 001.

SECTION – 1 (Part-A)

DETAILED NOTICE INVITING TENDER (DNIT)

Principal General Manager, BSNL, Bangalore Telecom District invites e-tenders from eligible bidders for eTENDER for Provisioning FTTH Connections by extension of Drop Fiber including Supply & Installation of HDPE Micro ducts in GM (West Area) of Bangalore Telecom District

1.0

Sl. No.	ITEM	Quantum of work	EMD in Rs.
01	Provisioning FTTH Connections by extension of Drop Fiber including Supply & Installation of HDPE Micro ducts in GM (West Area) of Bangalore Telecom District	5000 Dwelling Units	Rs.2,34,000/- (Rupees Two lakh Thirty four thousand only)

Note 1: The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

2.0 Accessibility of Tender Document: Tender document can be obtained by downloading it from the website www.bangaloretelecom.com (Click on E-tenders)

Tender Document Fee: DD / Bankers cheque for an amount of Rs 2,290/- from Nationalized/ scheduled bank drawn in favour of **AO(Cash)HQ, BSNL, Bangalore Telecom District**, payable at Bangalore has to be submitted offline (scanned copy of DD to be uploaded online) towards tender document fee failing which the tender bid will be rejected.

3.0 Sale of physical copy of tender Document: Not applicable

[BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold]

4.0 ELIGIBILITY CRITERIA FOR BIDDERS:

Vendor Eligibility Conditions for Provisioning FTTH Connections by extension of Drop Fiber including Supply & Installation of HDPE Micro ducts in GM (West Area) of Bangalore Telecom District

- 4.1 Bidder should be registered company under the Indian Companies Act, 1956/Directorate of Industries and Commerce
- 4.2 The Average Annual turnover of the bidder should be at least Rs. 50 Lakhs or More during preceding three financial years (2010-11, 2011-12 & 2012-13). This should be supported by Profit & Loss Statement duly certified by Auditors/CA.
- 4.3 Bidding company / Firm shall have experience of carried out **30 Km** of FTTH Duct Installation works for any licensed TSP (Telecom Service Providers) in the country (India) using GPON Technology in last three years.

Experience certificate of having successfully executed FTTH works, from competent authority (From AGM/DE of BSNL/MTNL and Manager in case of other TSPs) as mentioned above should be submitted along with the tender documents.

- 4.4 The Bidder should have PAN No (In case of Partnership / Pvt. Ltd. firm PAN No. of firm is required & in case of Proprietorship firm PAN No. of proprietor is to be enclosed).
- 4.5 The bidder should have obtained registration certificate for VAT/CST and service tax in bidder's/firm name.
- 4.6 The bidder should have full-fledged office in Bangalore to support timely service for activities within the scope of work. The Bidder shall furnish a self-certification in this regard clearly mentioning the address of the location. BSNL shall reserve the right to verify the same by visiting the Bidder's premises.

5 Bidder's Security/ EMD:

- 5.1 The bidder shall furnish the bid EMD of Rs.2.34 Lakhs in one of the following ways.
 - i. Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash), (HQ), BSNL , Bangalore Telecom District**" Payable at Bangalore.
 - ii. Bank Guarantee from a scheduled bank drawn in favour Principal General Manager, Bangalore Telecom District, Bangalore, which should be valid for **180 days** from the tender opening date.

The DD/Bank Guarantee has to be submitted offline before tender opening & scanned copy of DD/bank Guarantee to be uploaded online.

- 6 **Date & Time of Submission of Tender bid:** Up to 13.00 hrs. on **18.11.2014** (tender closing date).

Note 2 : In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated in our website www.bangaloretelecom.com--> e-tenders

7 Online Opening of tender bids: At 1400 hrs. of 18.11.2014.**8 Place of opening of Tender bids:**

8.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required, authorized representatives of bidders can attend the TOE at the Meeting at O/o AGM (MM), Bangalore Telecom District, 4th Floor, Telephone House, Raj Bhavan Road, Bangalore-1. where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

8.2 Authorized representatives of bidders can attend the tender opening event at the above mentioned address.

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

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

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

12 The official copy of tender document for e-bidding process of E-tender shall be available for downloading from www.bangaloretelecom.com (click on e-tenders

12.1 The bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on www.bangaloretelecom.com → e-tenders

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

Note 3: All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 4: All computer generated documents should be duly signed/attested by the bidder/vendor organization.

Note-5: **A Pre-Bid meeting for Prospective Bidders will be held on 30th October 2014 at 1500 Hrs in the conference Hall, O/o PGM,BSNL,BGTD, Rajbhavan Road, Bangalore-560001**

सहा. महा प्रबंधक (सामग्री प्रबंधन)

Asst. General Manager (MM)

बें.दू.जिला BGTD, बेंगलूर/Bangalore-560 001.

Tel: 2286 0110 Fax: 2286 0109

SECTION – 1 (Part B)**NEWS PAPER N.I.T. (NNIT)**

BHARAT SANCHAR NIGAM LIMITED
O/o PGM , Bangalore Telecom District,
Raj Bhavan Road, Bangalore-1.

NOTICE INVITING TENDER

Tender No. **MM-557/I/2014-15/2** dated at Bangalore, the **08.10.2014**.

Digitally Sealed e- tenders are invited by the Principal General Manager, Bangalore Telecom District, Bangalore from the prospective bidders for the following work:

Name of the work	Quantum of work	Estimated cost in Rs.
Provisioning FTTH Connections by extension of Drop Fiber including Supply & Installation of HDPE Micro ducts in GM (West Area) of Bangalore Telecom District	5000 Dwelling Units	Rs.1.16 Crores

Last date of receipt of tender is **18.11.2014** up to 1300 Hrs.

For further detailed information, kindly visit our website www.bangaloretelecom.com and follow "Link for E-Tenders"

सहा. महा प्रबंधक (सामग्री प्रबंधन)
Asst. General Manager (MM)
बै.दू.जिला BGTD, बैंगलूर/Bangalore-560 001.
Tel: 2286 0110 Fax: 2286 0109

Section- 2 Tender Information

1.0 Type of tender : Single stage bidding & Two stage opening using Two electronic Envelope System.

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

2.0 Bid Validity Period / Validity of bid Offer for acceptance by BSNL. : **150 days** from the tender opening date and can be extended.

3.0 The tender offer shall contain two envelopes viz. Techno-commercial and financial envelope which will contain one set of the following documents only :

a) Techno-Commercial Envelop shall contain:

- i) Bid Security / EMD / (scanned copy of DD or Bank Guarantee to be uploaded online & Original DD/bank Guarantee to be submitted offline)
- ii) Cost of the tender documents i.e. document fee. (scanned copy of DD to be uploaded online & Original to be submitted offline)
- iii) All documents /Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT (Section 1 Part A)
- iv) Documents mentioned Cl.10 of Section 4 part A.
- v) Tender documents (Electronic Form- Technical – The tender document has to be downloaded and the downloaded document to be uploaded in the portal with the bidders digital signature) with all relevant annexure.

Note 2: EMD, Cost of tender documents and Power of Attorney to be submitted in physical form also.

b) Financial envelope shall contain:

- i. Price Schedule duly filled in e-format , [Section 9, Part B.]

4.0 Payment terms:

4.1 Payment will be made based on the work order:

- (i) **90% payment** will be made against the work order issued under **clause 5.1** below and submission of the necessary certificate and completion report. Remaining **10% payment** will be paid after completion of one year of warranty and satisfactory working condition of the installation. The payment will be made on actual length basis after fulfillment of all contractual obligation under this bid document.
- (ii) **90% payment** will be made available for the work order issued under **clause 5.2** below for Customer provisioning, after subscriber commissioning and submission of the bill along with the certificate of the customer that ONT has been installed and working properly. Remaining **10% payment** will be made after six months .
Form C and also a certificate stating that the tendered item (Stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

No payment will be made for goods rejected at the site on testing.

4.2 The Payments due to the contractor / vendor will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / vendor. Contractor / Vendor should submit the mandate form/Vendor

creation as in Annexure– II duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.

4.3 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/vendor...The bidder company are required to give the following information for this purpose :-

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

5.0 WORK ORDERS:-

5.1 Work orders for FTTH Infra works in Building:

BSNL reserves the right to decide what material to be used for FTTH Infrastructure. Depending on building type, agreement signed with RWA, either Micro duct to be used for vertical infra and horizontal infra in the building. Micro duct to be supplied by contractor should conform to GR no-GR/MDS/01/01/Feb-2010.

Work order will be issued based on buildings / houses identified for deployment of FTTH infrastructure, clearly indicating the place of OFC termination point and buildings/ houses to be covered from this termination point for deployment of future path Future Path / Micro Duct Infrastructure.

5.2 Work orders for Customer Provisioning in Building:

A separate work order will be issued for customer provisioning mentioning the customer address and splitter address.

5.3 Work orders will be issued by authorized executive/s from time to time as per requirement of company.

6.0 Evaluation Criteria:

Financial evaluation will be done on Grand total of weighted Average (Qty*Unit Price excluding duties & Taxes CENVAT able) as per price bid schedule section 9 Part-B).

Maximum number of Contractors required is 3. However BSNL has got the discretion to allot additional contractors depending on the actual work requirement of this area. The L-1 bidder will be allotted 50% of the quantity tendered at the approved rate, to L-2 bidder 30% and L-3 bidder 20% of the quantity.

If L-2 , L-3... bidders are not accepting the L-1 approved rate, full quantity will be ordered on L-1 bidder.

If any one bidder L-2 or L-3 bidder is not accepting the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60 : 40 .

Lowest based on financial bid L1, L2are financial rating of bidders in ascending order. L1 is the lowest bidder.

7.0 Period of Contract: Initially period of contract will be for **1 year**. Based on the field performance certificate validity of contract will be extended for a further period of 6 months

8.0 Amendments / Modifications to bid documents if any will be hosted on our website www.bangaloretelecom.com--> etenders 10 days prior to the date of bid opening.

Section 3 Part A

SCOPE OF WORK

1. Supply and installation of micro ducts (1 way to 8 ways).
2. Extending future path in the buildings identified by BSNL.
3. Pulling / Blowing pig tail / drop fibre through micro ducts for provisioning of FTTH Connections. Measure the optical power at customer end which should be within prescribed limit.
4. Installation of ONTs and Battery Back up at Customer premises.
5. Coordinating with BSNL Staff for activation of FTTH Services.
6. Getting Acceptance and Testing of microduct installations.
7. Execution of FTTH Services as per Work Order issued by BSNL in Building / Apartments.
8. Safe transportation / custody of materials supplied by BSNL till completion of work.
9. Submission of Documents / Diagrams for the works carried out.

1.0 Introduction

- 1.1 BSNL envisages providing quality Broadband and high speed Bandwidth services over FTTH to the customers' door-step with in a given Residential / Business complex in the area allotted to the BIDDER.
- 1.2 Through this Tender, BSNL shall finalize the Bidders to assist BSNL in FTTH services Rollout, last mile OF cable laying, fibre/Ethernet cabling/wiring, CPE (ONT etc.)/Splitter installation, thereafter Operational of BSNL FTTH services at the premises of BSNL's customers. Such BSNL's Customers Residential / Business complex is also referred as **The Project** in this document.
- 1.3 All the BB services over FTTH to the customers shall be provided under the brand name of BSNL. These Broadband over FTTH Customers shall be owned by BSNL. Invoicing to these customers and revenue collection shall also be done by BSNL.
- 1.4 BSNL shall allot FTTH ONTs, splitters and its accessories to the Project. BSNL would provide backbone connectivity and OF cable with-in a distance of 500 meters from the building entry point/campus gate. Thereafter Bidder shall be responsible for supply and installation of all items including but not limited to lead-in OF cable, Ethernet cable/customer end wiring and all related iron materials and fixtures etc at their own cost.
- 1.5 The customer premises equipment and wiring so installed by the BIDDER shall upon installation become an integral part of the basic telecom and broadband network and that the Services so provided by BSNL. The provision of such equipment would be within the purview of the services as defined under the terms and meanings assigned to them by DOT, TRAI and/or any other government/statutory body so legislated from time to time.

2.0 Network deployment and provide last mile connectivity to the customer premises:

- 2.1 Bidder shall plan the FTTH architecture for a given project/ customer premises for deployment.
- 2.2 BSNL shall provide core items like OLT, SMPS Power Supply, Battery bank, OF termination boxes, Splitters, ONTs power pack which are the standard accessories supplied along with BSNL FTTH equipment.
- 2.3 Bidder shall be responsible for safe transport of FTTH equipment, ONT etc from designated BSNL office to Project site at its own cost and also ensure safe storage and custody of such BSNL supplied FTTH equipment.

- 2.4 Lay **small section of Optical Fiber lead in cable by Bidder**: Bidder shall also be required to provide and lay lead-in fiber (OF) cable up to along with material like PLB pipe, OFC splicing kit, protection material and all related accessories including permission & expenditure toward RoW etc. at its own cost up to a maximum distance of 500 meters to the campus/building/office complex/market complex from nearest BSNL's available fibre. BSNL shall make the fibre available within a distance of **500 meters** from the lead-in point (entry gate) of the campus/building.
- 2.5 Further, if in certain campus/building/office complex/market complex BSNL fibre is already available or available even within a distance of less than 500 mts, then Bidder shall be allowed to use such BSNL's fibre without any cost implication.
- 2.6 For the deployment of the FTTH network if any additional materials / fitments are required like runway, pipes, supporting structure, terminations etc., any other items that are not covered in BSNL standard supply as mentioned above, same shall be procured by the Bidder at its own cost and complete the deployment.
- 2.7 The Bidder shall be responsible for the installation of the FTTH's Customer Premise Equipment (CPE) called as HONT.
- 2.8 BSNL officials shall coordinate with the Bidder to energize the service for the customer.
- 2.9 After deployment of FTTH network, entire FTTH network along with the accessories, materials, bought out items etc., including the materials supplied by the bidder shall become the property/asset of BSNL.
- 2.10 BIDDER shall provide relevant literature, drawings, etc for the FTTH network deployed, as required to BSNL.
- 2.11 The BIDDER shall comply with all applicable laws, byelaws, rules, regulations, orders, directions, notifications etc as per Law of the land and of Government/ court/ tribunals

3 BSNL's Role & Responsibilities

- 3.1** BSNL shall allot FTTH ONTs, splitters and its standard accessories to the Bidder on need basis.
- 3.2** BSNL shall provide backbone connectivity and OF cable with in a distance of 500 meters from the building entry point/campus gate at BSNL cost.
- 3.3** BSNL shall provide the connectivity to its Telecom network infrastructure comprising of Basic, Cellular, ISP, NLD & ILD, Leased line services.
- 3.4** BSNL shall fix the tariffs applicable to customers for Services over FTTH in different circles taking into consideration the local factors, prevailing competition, market scenario, etc.
- 3.5** All customers desiring services over FTTH services at their sites, on receipt of CAF, shall be registered at office of BSNL.
- 3.6** Billing/Invoicing for the services availed by the customers shall be done by BSNL.
- 3.7** The connectivity for the BSNL FTTH equipment shall be provided only by BSNL and no services from other Telecom Operator shall be extended to customer over this.

SECTION 3 Part-B
Technical Specifications

Material required as per area wise and works involved in OFC Laying .

Sl. No.	Item	Unit	Specification No. if any
A	Supply Material		
1	Micro duct and accessories as Per GR.	-----	GR No. GR/MDS-01/01. FEB, 2010
2.	Installation and laying instruction		As elaborated in the Tender conditions.

Section 3 Part-C
SCHEDULE OF REQUIREMENTS

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

The proposed Areas is GM-WEST BGTD.

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

1	Item Description for Future Path/Microduct/PVC Pipes	UNIT	QUANTITY
1.1	Cost/ Metre 8 way Future Path including Necessary Accessories for jointing, branching, clamping etc. having 8 numbers of 7/5.5 mm microducts sheathed together with HDPE of a thickness 1 mm with no negative tolerance.	Per meter	5 kms
1.2	Cost/ Metre 4 way Future path including Accessories for jointing, branching, clamping etc. having 4 numbers of 7/5.5 mm microducts sheathed together with HDPE of a thickness 1 mm with no negative tolerance.	Per meter	15.0 kms
1.3	Cost/ Metre 2 way Future path including Accessories for jointing, branching, clamping etc. having 2 numbers of 7/5.5 mm microducts sheathed together with HDPE of a thickness 1 mm with no negative tolerance.	Per meter	10 kms
1.4	Cost/ Meter micro duct of path including Accessories for jointing, branching, clamping etc.	Per meter	150 kms
2	Services/Works		
2.1	Charges /meter fitting of future path or micro duct (any above).	Per meter	180 kms
2.2	Blowing /pulling cost/meter of pigtail/ micro cable in micro duct	Per meter	200 kms
2.3	Installation of ONT , its battery backup connectorisation of pigtail/micro cable at splitter port and ONT port by making field crimpable connectors, link testing by PON meter, and bringing up customer services up to customer satisfaction.	Per customer	5000
2.4	Installation of different size Splitters	Per unit	750

The ordering of the SOR quantities may not be in the exact proportion of the distribution as the work shall be allotted based on the area wise assessment of the buildings and customers. The same shall be to be decided quarterly basis .

Section 4 (Part A)

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

a. **The BSNL** means BHARAT SANCHAR NIGAM LIMITED, the company with Board of Directors and Chairman & Managing Director, with Head Quarters at New Delhi.

All references of:

Department
 Chief General Manager
 Principal General Manager
 General Manager
 Deputy General Manager/Area Manager/Director/Telecom Dist. Manager
 Divisional Engineer/ Asst General Manager
 Sub Divisional Engineer
 Junior Telecom Officer
 Chief Accounts Officer
 Accounts Officer
 Assistant Accounts Officer
 Junior Accounts Officer

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

Department in the document means department of BHARAT SANCHAR NIGAM LIMITED

- b. **The SSA Head** means the Head of SSA , PGM, BGTD and his successors
- c. **The General Manager** means the General Manager Network/General Manager Consumer Fixed Assets BSNL, or any other GM of Bangalore Telecom District and his successors.
- d. **The Deputy General Manager** means all the Deputy General Managers, Area managers of Bangalore Telecom District
- e. **The Divisional Engineer** means all the Divisional Engineers of Bangalore Telecom District in charge of underground cable works and their successors.
- f. **Representatives of the Divisional Engineer** mean the Officer and staff for the time being in the Bangalore Telecom District deputed by the Divisional Engineer for supervising the works etc.
- g. **Bangalore Telecom District** – Secondary Switching Area covered by Bangalore District.
- h. **The jurisdiction of PGM, BGTD:** The jurisdiction of PGM, BGTD means full SSA under his control for Telecom Administration and service.
- i. **Representative of PGM, BGTD:** Representative of PGM, BGTD means Officer and staff for the time being in “BGTD” deputed by the PGM, BGTD for inspecting or supervising the work or testing etc.
- j. **Engineer-in-charge:** The Engineer-in-charge means the Engineering Officer nominated by PGM, BGTD to supervise the work, under the contract (Minimum AGM level Officer).
- k. **Site Engineer:** Site Engineer shall mean an SDE of BSNL who may be placed by the PGM, BGTD as in-charge of the work at site at any particular period.
- l. **A/T Unit:** A/T Unit shall be mean Acceptance and Testing Unit of the BSNL.
- m. **A/T Officer:** An Officer authorised by PGM, BGTD/A/T unit to conduct A/T.

- n. **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- o. **Contractor:** The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- p. **Works:** The expression "Works" shall unless there be something either in the subject or context repugnant to such construction be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- q. **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- r. **Site:** The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- s. **Normal Time or Stipulated Time:** Normal time or stipulated time means time specified in the work order to complete the work.
- t. **Extension of Time:** Extension of Time means the time granted by BSNL to complete the work beyond the normal time or stipulated time.
- u. **Date of Commencement of Work:** Date of commencement of work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- v. **Due date of completion:** Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- w. **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- y. **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respected of which a certificate of completion has been issued.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to **clause 4 of Section 1 part A** i.e. Detailed NIT

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED:

- 4.1 The required maintenance Service; bidding procedures & contract terms and conditions are prescribed in the bid documents

The Bid Documents include:

- a) Detailed Notice Inviting Tender (Section 1 Part A)
 - b) Tender Information (Section 2)
 - c) Scope Of Services ,Tech spec & Schedule of Requirement (Section 3 Part A , B &C)
 - d) General Instructions to bidders (Section 4 Part A)
 - e) Special conditions of contract (Section 4 part B)
 - f) Special instructions to Bidders for e-tendering (Section 4 Part C)
 - g) General (Commercial) Conditions of Contract (Section-5 Part A)
 - h) General Conditions for services (Section 5 part B)
 - i) Undertaking & Declaration [Section -6 (A)]
 - j) Near Relationship Certificate [Section 6(B)]
 - k) Proforma for Bid security/EMD Guarantee [Section 7(A)]
 - l) Performance Guarantee [Section 7(B)]
 - m) Letter of authorization to attend bid opening. [Section 7(C)]
 - n) Bidder's/ Tenderer's profile & Questionnaire (Section 8)
 - o) Bid Form (Section-9 Part A)
 - p) Price Schedule (Section-9 Part B)
 - q) Declaration (Annexure-I)
 - r) Mandate Form (Annexure-II)
 - s) Pre Receipt(Annexure-III)
 - t) Mutual Non Disclosure Agreement (Annexure-IV)
 - u) Proforma Power of Attorney (Annexure-V)
 - v) Appendix to Section-4 Part-A
- 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.**

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1. The prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives **not later than 10 days prior to the date of opening of the Tenders.**
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.
- 6.2 The Amendments issued will be published in website www.bangaloretelecom.com → e-tenders
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID :

- a) Kindly refer to **clause 3 of Section 2** i.e. Tender information

8.0 BID FORM :

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods, quantity and prices as per **Section 9 Part A** .

9.0 BID PRICES:

- 9.1 The bidder shall quote as per the price schedule given in the Section-9 Part B in e-format for the required item
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - a. The vendor shall quote as per price schedule given in **Section 9 part B** in **e-format** for the item given in Clause 1 Section 1 Part A.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of service offered
- 9.5 "DISCOUNT" if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 Any information related to the prices of the material shall appear in the section 9 Part B
- 9.7 Rates quoted should be free from any preconditions regarding payments etc., or otherwise offers are liable to be rejected.
- 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:** (These documents have to be scanned and uploaded in the e-portal and this will NOT be accepted OFFLINE)
- 10.1 The bidder shall furnish, as part of bid documents establishing the bidder's eligibility the following documents or whichever is applicable as per terms and conditions of Bid Documents.

- i) Certificate of incorporation/Firm Registration Certificate.
- ii) Memorandum & Articles of Association or partnership deed or Proprietor ship deed as the case may be . In case of sole proprietorship, an affidavit to be furnished that "he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm " (It should be on Non Judicial stamp paper duly attested by a Notary Public or registered before Sub Registrar of the State(s) concerned)
- iii) Latest Resolutions in case of any change in partners/Directors.
- iv) Copy of valid PAN.
- v) Copy of Service Tax Certificate.
- vi) Power of Attorney as per clause 14.3 (a) & (d) and Authorization for executing the power of Attorney as per clause 14.3 (b) & (c) .
- vii) Near Relationship Certificate in accordance with clause 34 as per format available in Section 6(B) (In case of proprietorship firm, Certificate to given by the proprietor, For partnership firm certificate to given by all partners and in case of Limited Company , certificate to be given by all Directors of the Company]
- viii) A declaration on Company's letter head to the effect that no dues to be paid to Service Tax Department and no violation was noted by the Department
- ix) Duly filled Bidder's/Tenderer's Profile as per section 8.
- x) Declaration in the format given in Annexure-1 in Rs.100 Non judicial Stamp paper that the firm has not been blacklisted
- xi) Undertaking & Declaration as per Section 6(A)

10.2 Documents required for fulfilling eligibility conditions as per clause 4 of detailed NIT (Section I, Part A).

11.0 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: NOT APPLICABLE

12.0 BID SECURITY/(EMD):

12.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, a Bid Security for an amount of Rs.2,34,000/- (Rupees Two lakhs Thirty four Thousand only). In the form of DD/Bank Guarantee.

12.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by **MSME** should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the forfeiture of bid security, pursuant to Para 12.7

- 12.4 The bid not secured in accordance with para 12.1 and 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder.
- 12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 30 days of finalization of the tender or after the expiry of the period of bid validity prescribed by the Purchaser pursuant to Clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidders acceptance of the advance purchase order satisfactorily in accordance with Clause 27 & furnishing the performance security .
- 12.7 The bid security may be forfeited.
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note:-The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for **150** days from the date of opening of (Technical) bids prescribed by the purchaser, pursuant to Clause 19. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14.0 FORMAT AND SIGNING OF BID:

- 14.1 The bidder shall submit his bid, Online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by the authorized person signature. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.
- 14.3 Power of Attorney
- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the

same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

- (b) The power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS: (The bid shall be 'Single Stage Bidding & Two envelope system)

15.1 The bid should be submitted as per clause 3 of tender Information.

The bid should be submitted ONLINE using Two Envelope methodology. The **first Envelop in e-format will be named as Techno-commercial bid which will contain the documents of bidder's satisfying eligibility /technical & Commercial Conditions as per clause 4 of Section 1 part A & 10 of Section 4 part A with Bid security as per clause 12 of Section 4 Part A and document fee in the form of DD/Bank Guarantee.**

The second envelop in e-format will be named as Financial bid containing Price schedule as per Section 9 Part B

The bidder should furnish all the above documents for establishing the bidder's eligibility whichever is applicable as per terms & conditions. The bids are liable to be rejected if the required documents are not submitted.

15.2 **VENUE OF OPENING:** O/o AGM (MM), BGTD, 4th Floor, Telephone House, Bangalore-1.

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

16.0 SUBMISSION OF BIDS:

16.1 Bids must be submitted by the bidder on or before the 1300 hrs. of **18.11.2014**.

16.2 The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the system/equipments as per required of the bid documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS:

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal notice shall be authenticated as per clause 15.

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

19.0 OPENING OF BIDS BY PURCHASER:

19.1 The Purchaser shall open Bids, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given in enclosed Section 7 C).

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

19.3 The Bidders name, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at its discretion, may consider appropriate will be announced at the time of opening.

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

20.0 CLARIFICATION OF BIDS :

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

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

21.0 PRELIMINARY EVALUATION :

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the vendor does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 21.
- 22.2 (a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and Taxes (but excluding CENVAT – able Duties & Taxes), Sales tax, Packing, Forwarding, Freight and insurance charges etc. as indicated in “Col. G” of the price schedule in the Sec. 9 part-B of the Bid - document. As stipulated in clause 9.1, octroi / Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, octroi/ Entry taxes will be paid extra, as per actuals wherever applicable on production of proof of payment/ relevant invoices/ documents.
- (b) i) “Duties & taxes for which the firm has to furnish cenvatable challans/ invoices will be indicated separately in the PO/APO.”
- ii) Vendors should furnish the correct E.D/customs tariff head in the price Schedule. If the credit for the Duties and taxes under CENVAT credit Rules,2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- iii) In case the Duties & taxes which are non CENVAT – able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that credit for such Duties & taxes is admissible as per CENVAT credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary paid documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

- iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff head from the E.D./ Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D/Customs Tariff notifications.
- v) "If the supplier fails to furnish necessary supporting documents i.e. Excise/Customs invoices etc. in respect of the Duties/Taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

23.0 CONTACTING THE PURCHASER:

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

24.0 PLACEMENT OF ORDER;

- 24.1 The Purchaser shall consider placement of orders for supply of vehicles only on those eligible bidders whose offers have been found technically, commercially and financially acceptable
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price.
- 24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- (a) The purchaser will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract .
- (b) BSNL also reserves the right for placement of additional order upto 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate negotiated (downwardly) with the existing vendors considering reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled & fresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

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

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

27.0 ISSUE OF ADVANCE PURCHASE ORDER/LETTER OF INTENT:

27.1 The issue of advance purchaser order/Letter of Intent shall constitute the intention of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of advance purchase order/Letter of Intent, give his acceptance along with performance security in conformity with the bid document at Section 7B.

28.0 SIGNING OF CONTRACT:

28.1 The issue of Purchase/Work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12. Except in case of bidder whose EMBG/EMD shall be released only after the finalization of the tender.

29.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 & 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

30.0 QUALITY ASSURANCE REQUIREMENTS [NOT APPLICABLE]**31.0 REJECTION OF BIDS:**

31.1 While all the conditions specified in the Bid Documents are critical & 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.**

- a) **Clause 12.1, 12.2 & 13.1 of Section 4 part A** : The bids will be rejected at opening stage if Bid Security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) **Clause 4 of Section 1 Part A & 10 of Section 4 part A** : If the eligibility conditions as per Clause 4 of Section 1 part A is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) **Section-9 Part B Price Schedule:** Prices are not filled in as prescribed e-format in price schedule.
- d) **Section-4 Part A clause 9.5 on discount** which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of Tender opening and number of representations received in Bid opening by Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion

32.0 PURCHASER'S RIGHT TO DISQUALIFY:

Purchaser reserves the right to disqualify the vendor for a suitable period (not less than One year & not more than 2 years) who habitually failed to supply the goods in time. Further, the vendors whose goods do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (Not less than One year & not more than 2 years) as decided by the purchaser.

33.0 PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS:

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour his bid without sufficient grounds.

34.0 NEAR-RELATIONSHIP CERTIFICATE:

- 34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. 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 the purchaser will not pay any damage to the company or firm or the concerned person.

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

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

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

34.4 The format of the certificate to be given in Section 6 (B)

35.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

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

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

Section 4 Part B

SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section 4 & "**General (Commercial) Conditions of the Contract**" as contained in Section 5 and wherever there is a conflict, the provisions herein shall prevail over those in Section 4 and Section 5.
2. BSNL will issue work order for Supply and installation of FTTH customer provisioning work building wise clearly mentioning the model and type of the building as defined in the tender (eg. Model-I green field or model-I gray field).
 - a. Minimum quantity to be quoted in the bid by the bidder is for 100%.
3. Following information is to be printed /embossed on the pipe with indelible ink at every Metre:
4. Word "BSNL", "Manufacturer's name" and date of manufacturing of Microduct should be mentioned on it.
5. If a group of bidders quote same rate, it will be taken that the bidder have formed a cartel with other bidders.
6. The bidder shall be responsible for all kinds of losses i.e. loss due to theft, damage, shortage etc.
7. The **future path** shall be supplied in different colours as per GR. The vendor should be able to supply future path in all the 8 colors i.e. Red, orange, Yellow, Brown, Green, Blue, Violet and blowing type along with Push Fit Couplers, Cable Sealing Plug and End Plug as per requirement. The requirements will be assessed by the bidder.
 - a. All the materials used should be capable of withstanding the effect of water, mud & other chemical & corrosive effects of the environment.
8. Trench or fitting length may vary depends upon site situations and building. Except actual length of microduct / futurepath consumed in fitting, the works shall be considered as average unit length defined in the different type of model buildings.
9. The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the PO in the event of change of plan necessitated on account of technical reasons or in the opinion of the PO issuing authority, the contractor is not executing the work at the required pace.
10. The work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor.
 - a. In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

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

- a. There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed form (part-A) to the SSA head for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The SSA head is empowered to grant extension of time for completion of work on certain condition. He shall exercise such powers, if the following conditions are satisfied.

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

13. The SSA head is of the opinion that the grounds shown for extension of time are reasonable.

- a. The SSA head shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reason for delay are not ascribable to the contractor.

14. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued by the Circle office to grant the extension of time.

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

16. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING:**17. Measurement:**

- a. The **measurement books** are to be maintained by the Officer under whose supervision the work is carried out, not below the rank of JTO. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words or figures and inserting the corrections, the corrections thus made shall be initialed & dated by the contractor/ subcontractor.
- b. Responsibility of taking and recording measurements: The measurements of various items of work shall be taken and recorded in the measurements book. The measurements shall be taken and recorded by contractor and the authority appointed by BSNL. Contractor shall be directly responsible for supervision of work, shall be responsible for accuracy of 100% of measurements. The JTO / **Sub Divisional Engineer shall be responsible for conducting test check of 100% of measurements.** The DE / AGM shall be responsible for conducting test check of

10% of measurement. In case the sample measured data will not match with the measurement book, whole work order for that building works shall be considered as per any lowest sample data and penalty shall be made accordingly.

- c. Method of recording of nomenclature of items: Complete nomenclature of items, as given in the agreement need not be reproduced in the measurement book for recording the measurement but corresponding item code as provided, shall be used.
 - d. Method of measurement: The measurement of the work shall be done for activity-wise as and when the item of work is ready for measurement. The methods of measurement of various items are enumerated as under:
18. Measurement of length of microduct. The length of microduct laid in trenches / fitted in the building shall be measured by use of RODO Metre/ Measuring Tape. The length should be cross-verified with the marking of lengths on the duct. The lengths shall be recorded in sheet provided in the measurement book .
 19. The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the **MB**. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, than in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
 20. The Assistant General Manager before passing the bill for the work order by each set of measurement may carry out test check as many locations as necessary as specified in document procedures, and bills will be passed only when he is personally satisfied of the correctness of entries in the "measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks, however such test pits shall not be more than 10% of the installation work.
 21. Inspection, and Quality Control:
 22. It is imperative that the contractor is fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that work are carried out as per specifications and with due diligence and in a professional manner. The contractor shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. Wing for Acceptance and Testing.
 23. An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' Performance Rating (CPR).

24. In addition to Acceptance Testing being carried out by A.T. Wing and supervision by Construction Officers, all works at all times shall be open to inspection of the BSNL. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.
25. Site Order Book: The **site order book** is one of the primary records to be maintained by the supervisor supervising the work during the course of execution of works. The noting made by supervisor will form as basis for operation of many contractual clauses. The contractor shall remove all the defects pointed out by the BSNL in the Site order book. The site order book is to be maintained in the prescribed format. The contractor or their authorized representatives shall also be at liberty to note their difficulties etc. in these books. The site order books shall invariably be consulted at the time of making final payments to the contractor.
26. Testing and Acceptance Testing:
27. The works shall be deemed to have been completed only after the same has been accepted by the A.T. Officer. The contractor shall make test pits at the locations desired by A.T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. The contractor shall be responsible to provided test/ measurement tools and testers for conducting various tests.
28. Scope of Acceptance and Testing: The purpose of acceptance and testing is to verify integrity of measurement and quality of work done. The A.T. Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taking by A.T. Officer are found to be lesser than the measurements recorded by the supervisor responsible for recording the measurements, the measurement taken by A.T Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. Officer without any additional cost to the BSNL.
29. Offering the work for acceptance and testing: The contractor, after having satisfied himself of completion of work ready for offer to A.T. shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as part of work is complete in all respects.
30. The contractor shall provide labour, if demanded by the A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.
31. WARRANTY:
- a. The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by

the contract the under proper use, arising from faulty materials, design or workmanship such as corrosion of the cable, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **twelve (12) months after** the acceptance testing.

- b. If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion / portions material so replaced or renewed or until the end of the above mentioned period of twelve (12) months, whichever may be later. If any defect not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- c. Replacement/repair under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.
- d. AUDIT AND TECHNICAL EXAMINATION:
- e. BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills, or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.
- f. Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the SSA head or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment.
- g. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising out of or under any other contract made by the contractor with the BSNL.

32. INDEMNITIES :

- 33.** The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding , charges and expense and liabilities resulting from or incidental or in connection, with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract document. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 34.** The contractor shall at his own cost at the BSNL request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.
- 35.** All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of SSA. In –case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/ store of the contractor such site office/ store will also be treated “as site” for this purpose, Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to the BSNL at a place informed to him by the BSNL, failing which the cost of the unused materials shall be deducted form the contractor’s material security or any of his pending bills or from any other security.
- 36.** The contractor shall submit a proper account every month of all the materials supplied to him by the BSNL and those consumed for items of work. Any discrepancy of difference between the materials issued to the contractor and those consumed in the work as per the BSNL calculation (which shall be final) will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handing charges, storage charges etc.
- 37.** The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to the BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by the BSNL.

38. QUALITY OF WORKS:

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect there of set forth in the contract document. Laxity or failure to enforce compliance with the contract documents by the BSNL and/ or its representative shall not

manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of BSNL has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

39. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, highways safety precautions while working in Public Street as per Engineering Instructions.

The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.

The contractor shall be solely liable for all expense for and in respect of repairs and/or damages occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and/ or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL shall promptly repair any damage incurred.

The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

40. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

Obtaining License before commencement of work :

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

41. Contractors Labour Regulations:

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

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

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

42. INSURANCE:

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

43. COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and/or provisions. The contractor

shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or subcontractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

44. TOOLS AND PLANTS

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

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

SECTION –4 PART C
SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General:

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o Principal General Manager, BSNL, Bangalore Telecom District, has decided to use the (<http://eprocure.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry Of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

Instructions:**1. Tender Bidding Methodology:**

Sealed Bid System 'single Stage – 2 e-Envelopes
Using – Two e- Envelopes.

In case of two e-Envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Clarification to Tender Documents on CPPP
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
8. Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
12. Submission of offline documents in sealed envelope at AGM (MM), 4th Floor, Telephone House, Rajbhavan Road, Bangalore-560001
13. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
14. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.

The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QACertificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QACertificate	allowed	Upper & lower cases allowed

15. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. **BOQ Section -9 Part B (Excel Format) may be downloaded and rates may be filled appropriately.** This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].

4. REGISTRATION

To use the NIC's Central Public Procurement Portal (<https://www.eprocure.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and to the e-procure link then select Bidders Manual Kit.

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

Help Desk Nos:

Telephone No. 1800 233 7315

Email ID: cphp-nic@nic.in (Please Mark CC: support-nic@ncode.in)

BSNL Contact 1:

BSNL's Contact Person: G C Vimalambike, AGM (General),
Old CTO building, Rajbhavan road, Bangalore-560001
Telephone/ Mobile: 080-22862555 / 9449850104
E-mail ID: vimalambike.bsnl@gmail.com

BSNL Contact 2:

BSNL's Contact Person: A.L.Kalavathi, SDE (MM) ,
Telephone / Mobile: 080-22860123 /9449997227
E-mail ID: alkalavathi@bsnl.co.in

For Technical clarification

BSNL's Contact Person: **Sri ARVIND B DESHPANDE AGM(FTTH),BGTD**
Mobile: 94483544033

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents/Addendum/Addenda
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.

Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder’s responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

6. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (General), Old CTO Building, Rajbhavan road, Bengaluru-560001, on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall be super scribed as “**eTENDER FOR Provisioning FTTH Connections by extension of Drop Fiber including Supply & Installation of HDPE Micro ducts in GM (West Area) of Bangalore Telecom District**”, the Tender No. **MM-557/I/2014-15/2** dtd 08.10.2014 and the words ‘DO NOT OPEN BEFORE’ (1300 hrs 18.11.2014).

- 1.EMD-Bid Security in Original in accordance with Clause 5.1 of Section-I Part A.
- 2.DD/ Bankers cheque against payment of tender fee in accordance with Clause 2.1 of Section-I Part A.
- 3.Power of attorney in accordance with Clause 14.3 of Section-4 Part A.
- 4.Bank Particulars for vendor creation (Annexure-1)
- 5.(i) A proof regarding current registration with bodies as detailed in Clause 4.1 of Section-4 Part B (SIB) for the tendered item will have to be submitted in case of MSE Units for exemption from submission of Bank Guarantee against Bid Security as prescribed in Clauses 12.1 & 12.3 of Section-4 Part A of the bid document.
(ii)The enlistment certificate issued by bodies as detailed in Clause 4.1 of Section-4 Part

B (SIB) should be current & valid on the date of opening of bid.

Note: The Bidder has to upload the Scanned copy of all above mentioned original documents during Online Bid-Submission.

6. Special Note on Security of Bids

Security related functionality has been rigorously implemented in CPPP 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. Security related aspects as regard Bid Submission 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-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. 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 CPPP 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.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

CPPP 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) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

CPPP 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 in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

CPPP 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 CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

9. E-Reverse Auction:

Note: This Clause is not applicable to this tender.

10. Other Instructions:-

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

The help information provided through '**CPPP User-Guidance Center**' is available in three categories –

Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP**.
2. Register your organization on **CPPP** well in advance of your first tender submission deadline on **CPPP**.
3. Get your organization's concerned executives trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP**.
4. Submit your bids well in advance of tender submission deadline on **CPPP** ((BSNL should not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

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

12. Vendors Training Program:

Note: This Clause is not applicable to this tender.

13. PRICE SCHEDULE / BOQ:

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

1. Download price schedule/BOQ Section-9 Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.
3. BOQ Section -9 Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

SECTION-5 (part-A)**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION:**

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. TERMS and CONDITIONS: The services provided under this contract shall conform to terms and conditions as prescribed in **Section-3 Part A****3. PATENT RIGHTS:**

The vendor shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights in goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY:

4.1 " All Vendors (including MSEs who are registered with the designated MSME bodies like National Small Scale industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Purchase Order /Letter of Intent subject to a maximum of 5 lakhs within 14 days from the date of issue of advance purchase order by the purchaser".

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

4.3 The performance security Bond shall be paid in follows Ways:

- a) Demand Draft/ Banker's cheque drawn in favour of "AO(Cash), HQ, BSNL Bangalore Telecom District" Payable at Bangalore
- b) Bank Guarantee from a scheduled bank and in the proforma provided in 'Section -7B of this Bid Document. (The PBG should be valid for 18 months)

4.4 The performance security Bond will be discharged by the Purchaser after completion of the vendor's performance obligations under the contract.

5. INSPECTIONS AND TESTS:

The BSNL's representative shall inspect the premises of the prospective bidders' facility and the quantity and quality of the Diesel being supplied.

6. Payment terms:

Pl refer Clause 4 of Section 2

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

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

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

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

- Bill prepared by the contractor.
- Material reconciliation statement
- Measurement Book.
- A/T Certificate.
- The hindrances register.
- Details of recoveries/penalties for delays, damages to BSNL/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

The Divisional Engineer / Assistant General Manager shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer / Assistant General Manager shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other document submitted by S.D.E. along with the bills as above to the higher officer for processing and final payment.

The office cell dealing with FTTH building works bills shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis W.O issued, sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all liabilities of the contractor and statutory taxes besides 7.5% payments against security deposit. The bill shall be passed, after necessary scrutiny by Work Section, by the officer competent to pass the final bill.

Procedure for payment for sub standard works:

The contractors are required to execute all works satisfactorily and in accordance with the specification . If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work or unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Assistant General Manager in – charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

Timely action by Construction officer: Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on . It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work . The junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall with out any loss of time submit a report of occurrence of any sub standard work to the Assistant General Manager in – charge besides making an entry in the site order book . A notice in respect of defective work shall be given to the contractor by AGM in – change in writing during the progress of work asking the contractor to rectify/replace/remove the sub standard item of work and

also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/ replace/ remove the sub standard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

Non-reporting of the sub standard work in time on the part of Construction Officer (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for sub standard work and associated liabilities.

Authority and procedure to accept sub standard work and payment there of : There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the PGM,BGTD, the items in question will not materially deteriorate the quality of service provided by the construction, the PGM,BGTD shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Assistant General Manager other than the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one S.D.E. and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as sub standard and recommend the rates payable for sub standard work, which shall not exceed 60% of the approved rates of the item in question.

Record of sub standard work: The items adjudged as sub standard shall be entered into the measurement book with red ink.

7.PENALTY CLAUSE:

Delays in the contractor's performance:

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

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

Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment form the security deposit or form the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

In case of slow progress of the work in a building which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, PGM, BGTD will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.

The Bharat Sanchar Nigam Limited shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Bidder rates and Bidder's obligation shall remain unaffected by such escalation and/or increase. However if during the execution of the contract any decrease in rate of material the same will pass to the BSNL.

Bidder shall submit Monthly reports.

8. TERMINATION FOR DEFAULT:

If the bidder is not turning up for attending any faults reported upon continuously for 5 days and/or if the bidder fails rectify at least 90% of all the faults reported with in the time frame of the tender consecutively for 15days then BSNL has the right to terminate the contract and also the performance security submitted by the bidder will be en-cashed.

9. TERMINATION FOR INSOLVENCY:

The BSNL may at any time terminate the Contract by giving written notice to the Bidder, without compensation to Bidder, if the Bidder 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 the BSNL.

10 FORCE MAJEURE:

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

bought out components and stores in the course of manufacture which may be in possession of the supplier at the time of such termination or such portion thereof as the Purchaser may deem fit, accepts such materials, bought out components and stores as the supplier may with the concurrence of the Purchaser elect to retain.

11.0 TERMINATION FOR INSOLVENCY:

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

12.0 ARBITRATION:

- 12.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, Bangalore-560 001, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the Officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGM, BSNL, BGTD, Raj Bhavan Road, Bangalore-560 001, or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM or the said Officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 12.2 There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the Arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever, the PGM, BSNL or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 12.3 The arbitrator may from time to time with the consent of parties enlarge the time frame formaking and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 12.4 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, Bangalore Telecom District, Telephone House, Raj Bhavan Road, , Bangalore-560 001 or such other places as the arbitrator may decide.

13.0 COURT JURISDICTION:

- i. Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued.
- ii. Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with his shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/PO is subject to jurisdiction of Court at Bangalore only”.

14.0 SET OFF:

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

15.0 INCIDENTAL DAMAGES:

- 15.1 Notwithstanding any of the other provisions contained in this Tender/Contract, the Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs(including legal costs and disbursement) arising from ‘or’ relating to:
 - a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator.
 - b. Any claim made by third parties arising out of use of the services of BSNL being provided using the MAINTENANCE SERVICE CONTRACT services under the Tender.
 - c. Claims arising in connection with interruptions ‘or’ degradation of services to BSNL customers ‘or’ to other service providers whatsoever shall be the cause ‘or’ duration thereof; and
 - d. Any claim that the equipment/services/’or’ any value addition component offered and supplied by the bidder in this tender, infringe any patent, trademarks or copyright of any third party.

The bidder shall furnish on unequivocal, unqualified and irrecoverable undertaking along with the Bid Document to the effect that; During the Bidding process ‘or’ during the course of execution of the Contractor ‘or’ at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc being offered under the Tender/Contract, the BSNL(BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the Value of the Tendered services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the BSNL(BSNL) shall be final and not challengeable by the Bidder/supplier.

Section 5 Part-B GENERAL CONDITIONS FOR SERVICES

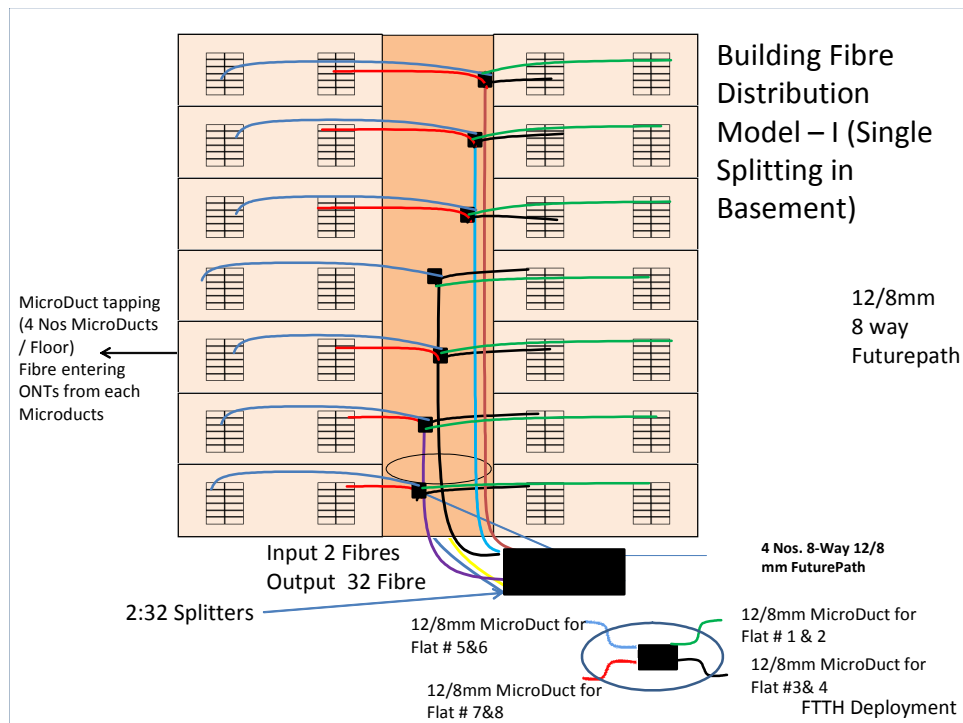
1.0 ALLIED ACTIVITIES :

1.1 Transportation of Materials: The materials required for executing the work entrusted to the contractors against a P.O shall be made available at BGTD Store. The contractor shall be responsible for transporting the materials, to execute the work under the contract, to site at his/ their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

2.0 Type and models of buildings and associated works

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

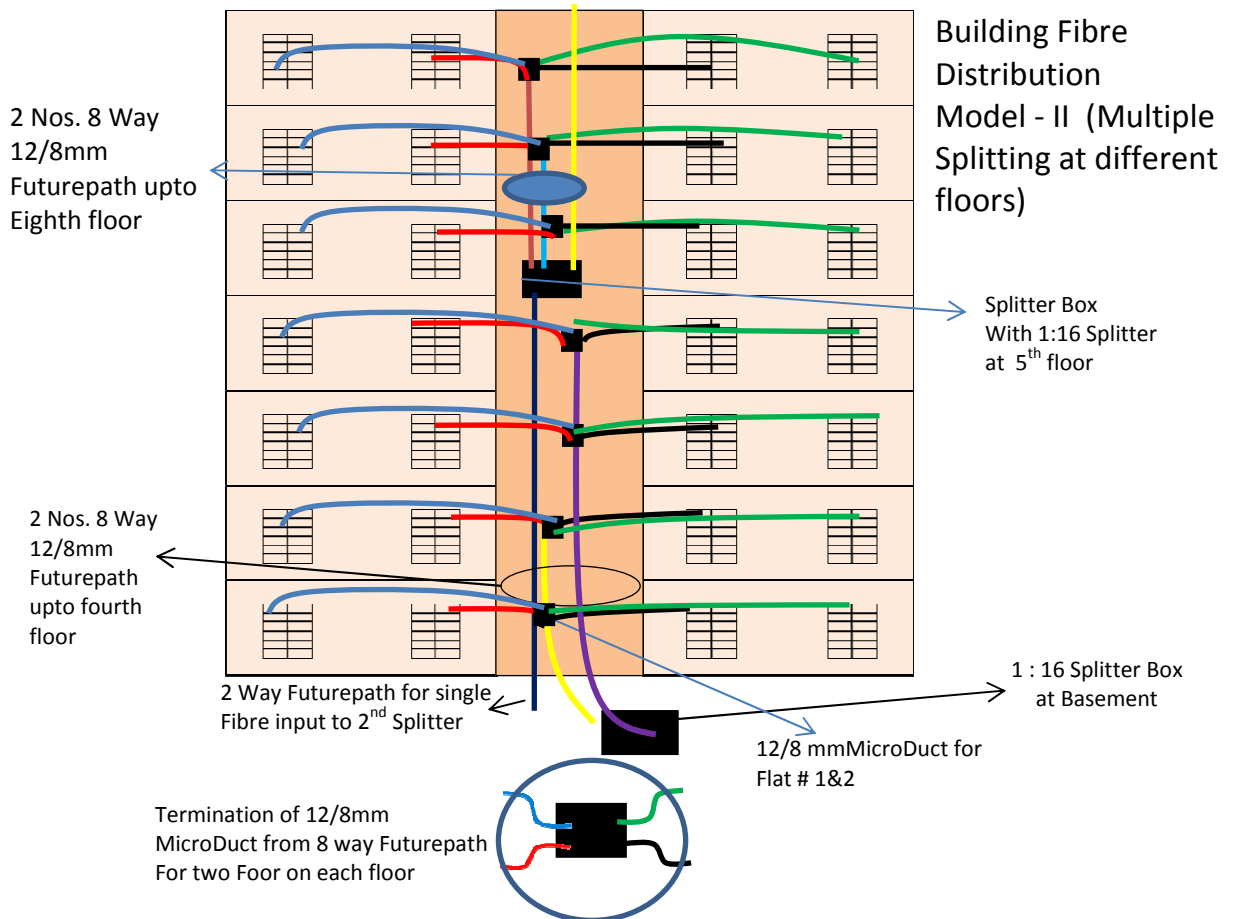
Model 1- High Riser (Single Splitting)



- One 2:32/ 1:32 splitter can be deployed at the basement.
- From Basement, 4 numbers of 8 way future path will be taken vertically along the shaft clipped at every 1 metre.
- Route One 8 way Futurepath to each two floors.
- At floors the outer sheath is cut from Microduct cutters to terminate Microducts at each apartment upto ONT's
- Microduct couplers are provided for coupling at termination points
- Single Fiber Pigtails are then pulled through FRP rods
- Pigtails are easily and smoothly pulled from top to bottom through Microducts from ONT side to Splitter Boxes (Coextruded inside ribbed permanent lubrication at the inner part of duct reduces the co-efficient of friction inside by < .06)

- Ensure bending radius of microducts to be maximum 20 times the diameter of the microduct
- Average length of each duct will be 50 Metres.
- Four such duct will be laid to accommodate 32 customers
- Bidder will enter to the drawing hall after taking proper permission of the premise holder and terminate the microduct as per the consent of the user .However in case present user is not allowing entry of Microduct in such situation with reference to drawing hall, suitable length of Microduct (3-5 Metres) will be left in the coil form and at the time of customer demand same will be used by the bidder to terminate at the ONT without any extra cost along with ONT termination.

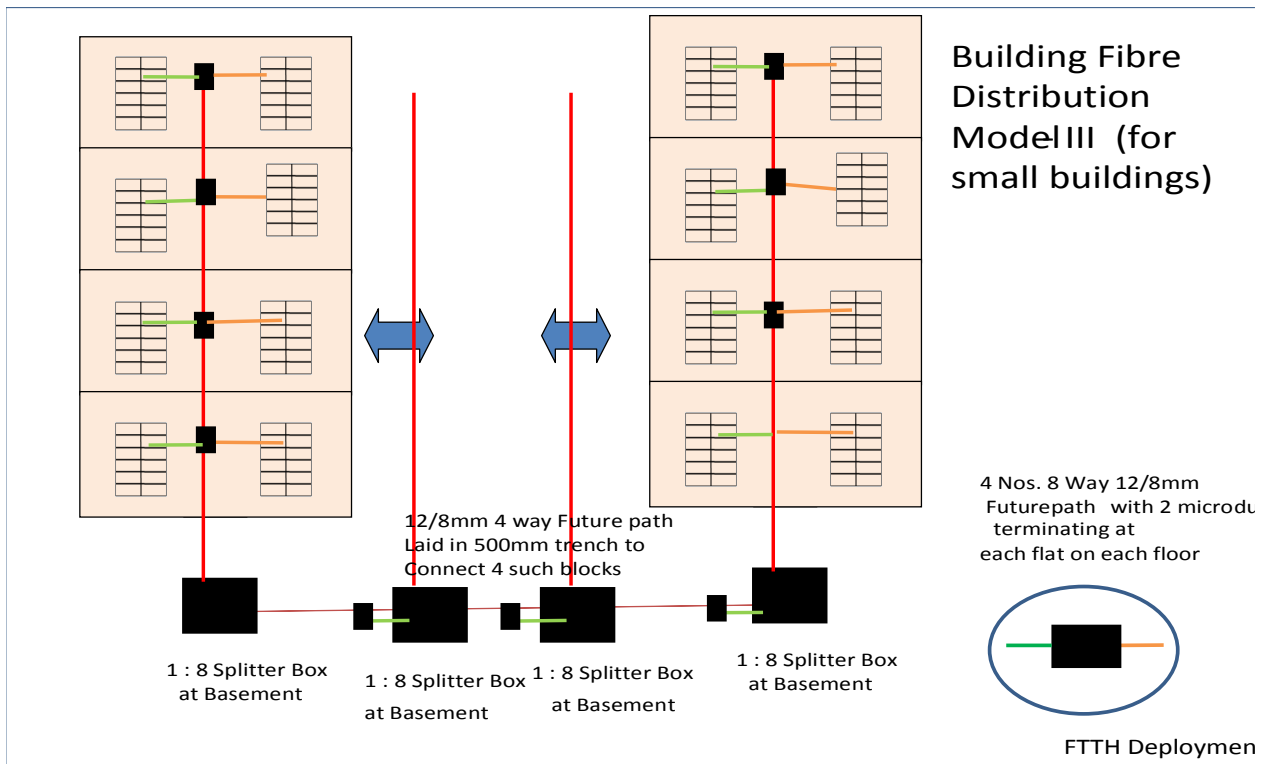
Model 2- High Riser (Multiple Splitting)



- OFC will be terminated at the basement and 2:4 /1:4 Splitters will be placed at the same locations and each splitted fiber will go to the next 1:16 splitter as a Input through Four way Futurepath
- Model -2 has 2 or more splitters .One 1:16 at basement and others at required floors. A 2 ways or 4 ways futurepath will be extended from the basement to the next splitters.
- 1:16 splitter can take care of 4 floors with 4 flats on each floor
- 2 No's of 8 ways future path will be taken along shaft of the building for terminating the microduct at customer ONT.
- Pigtaills are pulled from ONT's to Splitter though FRP rods.
- For more than 4 apartments each floor, additional 2,3 or 4 way Futurepath can be put.

- Ensure bending radius of Microducts to be maximum 20 times the diameter of the Microduct
- Average four way duct length for feeder to the splitters will be 25 Metres.
- Similarly the 8 way duct length from Splitter to ONT will be approximately 40 metres
- Average four such ducts may be assumed for total length of 160 Metres in such buildings.
- Bidder will enter to the drawing hall to proper permission of the premise holder and terminate the microduct as per the consent of the user. However in case present user is not allowing entry of Microduct in such situation with reference to drawing hall suitable length of Microduct (3-5 Metres) will be left in the coil form and at the time of customer demand, same will be used by the bidder to terminate at the ONT inside without any extra cost along with ONT termination

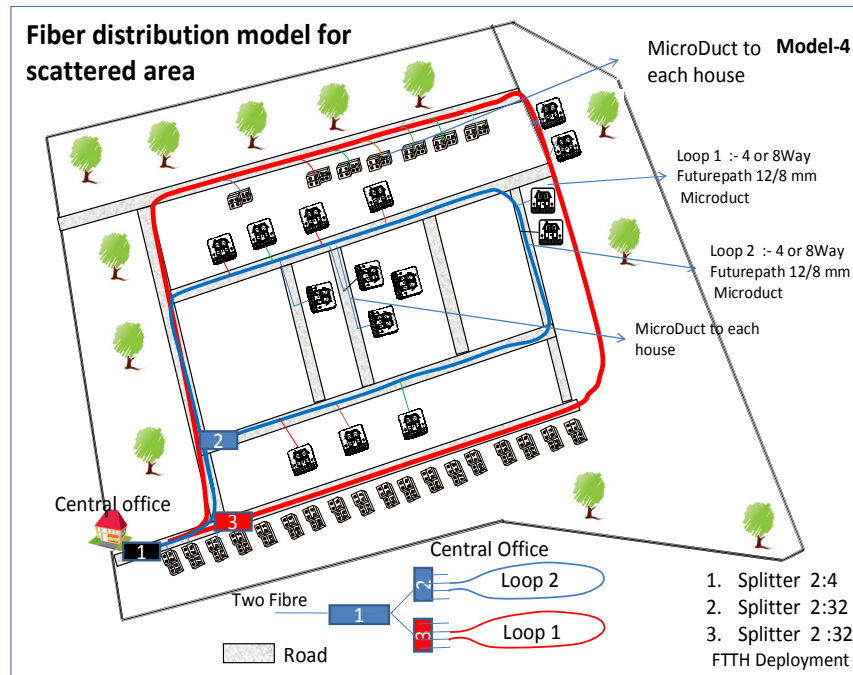
Model 3- Small Complexes



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

- One 2 way Futurepath terminated to each Floor
- Individual Microduct terminated in each apartment through Microduct couplers
- Single Fiber Pigtailes are then pulled in each duct from Top to Bottom i.e. from ONT side to Splitter boxes in the basement.

Model -4 Scattered Area



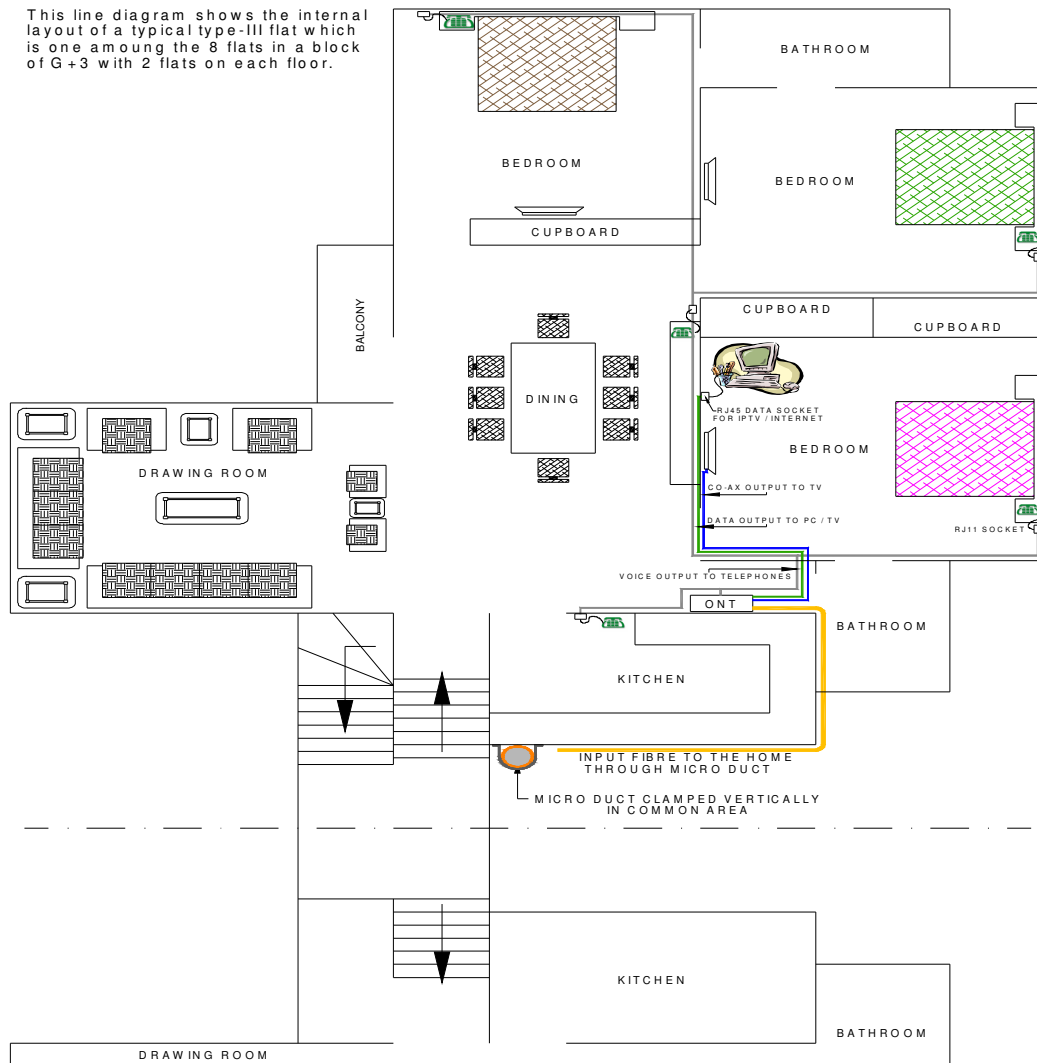
- Considered 4 splitters as per requirement of the scattered area.
- 2:4/1:4 Splitter will be used at the entry point or 500 metres nearer to the first customer.
- Suitable splitter (1:8/1:16) will be used to extend to customers.
- 4ways future path will be laid alongwith the 8 way Futurepath. 4ways futurepath will be used for providing the single fiber input to next splitters (3X 1:8/1:16) wherever required.
- This situation may vary upon the size and customer density of that Area.
- Bidder's responsibility will be to provide the optimum solution.
- Fiber Loops created as per the area density and Area plan.
- 4 way and 8 way future paths are deployed as per the customer density.
- Future path's are buried under the ground or put in some defined utility corridor of township
- One Microduct terminated to each house by simply cutting the sheath of the Futurepath and putting a coupler accordingly
- Single fiber pigtailes are then pulled into them through FRP rods from Splitter Boxes to Individual households
- The average customer distance in such area will be around 40 metres.
- Laying of Microduct Four way /Eight way will be done by the bidder.
- The Pucca /Kucha road trenching and reinstatement will be done at minimum of 500 mm depth.

3.0) House wirings for FTTH:

The house wiring will be done as per the standard practices used for Broadband installation. The CAT-5 cables with suitable connectors for Ethernet termination to the customer CPEs and dropwire with rosette and two RJ11 connectors shall be provided by the BSNL. Bidder will install the same in the house with the consent of the premise holder. A guideline diagram has been mentioned below. The In House wiring works will be the part of the SOR item No. 1.1 to 1.7, and 2.1 to 2.9 and corresponding price schedule for bring up the customer services. Similar design may be applicable for all other type of the houses.

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

This line diagram shows the internal layout of a typical type-III flat which is one among the 8 flats in a block of G+3 with 2 flats on each floor.



4.0 Type of buildings areas and accordingly work associated:

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

4.1. Gray field: The fields have been existing occupancy and some of them may be the BSNL subscribers for fixed line / broadband services. Customer provisioning in such fields are difficult. The activities of customer provisioning has been divided into two time spans. First is the enabling the building with micro duct infrastructure as a lot, irrespective of customer demand. Secondly provisioning of one way duct from the eight way future path to the customer at the time of customer provisioning based on the demand of individual customer and pulling or blowing of drop fibre from the splitter at the basement to any suitable place in the customers premise (drawing room or study room or bedroom or as per the request from the customers). After building wirings it is expected that the full utilization of the capacity may be possible within six month to one year. We can also upgrade the customers having broadband connectivity and or IPTV.

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

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

4.3 Model 1: High rise buildings having five to eight storeys:

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

4.4 Model 2: High rise buildings having more than eight storeys:

High riser with more than eight storey buildings or mega malls may be considered for model 2. In such multistory buildings single splitting of 1:32 or 2:32 splitters or cascade splitting by 1:4 / 2:4 and 1:8 / 1:16 will be used. Average 25 metres of 4 way future paths will be used to extent the splitted fibre from the basement or from the suitable place provided by the colonizer to the 1:8 / 1:16 splitters for further splitting. In general first splitter will be in the ground floor and other will be the suitable locations to reach the customers with minimum distance from the 1:8 / 1:16

splitters. Average 40 metres of 8 numbers of eight way future path micro-ducts will cover 64 customers. BSNL will extend the 24 Fibre or 12 Fibre OFC from exchange (central office) to splitter and the bidder will lay the micro-duct and pull / blow the drop fibre and extend the one way future path to the customer depending upon the buildings as gray field or green field as stated above.

4.5 Model -3: Multi stories two to four stories buildings in blocks

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

4.6 Model 4: Single storey (Bangla) type building with single occupancy.

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

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

4.7 Estimated Number of buildings and type of model number for House wiring with micro duct and G.657 Class-A single/ double fibre Cable/ microcable and its Laying shall be assessed by the respective circle and SSA.

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

4.9 Assumptions made: Buildings are considered as per no. of 1:8, 1:16, 2:32 and 1:32 plitters. Buildings are divided 50% as Green Field buildings and 50% as Gray Field Buildings.

4.10 The NIT call for is for rate contract for three years. Work orders will be issued by the respective circles/SSA Heads after identification of the buildings. Circle will declare buildings as for mentioned above as model -I to Model-IV and green field buildings or gray field buildings. The corresponding rate will be applicable. The cities as mentioned above are indicative only. These cities are planned for FTTH applications in first phase. Cities may also be as per choice of the circle and further plans.

- 4.11** Two bidders in each circles will be selected with the right of BSNL to do the same works by its own resources.
- 4.12** The micro ducts and accessories are to be supplied as per the GR specification GR No. GR/MDS-01/01. Feb, 2010 (The Draft GR is under finalization in TEC).

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

5.1 PIGTAIL/ MICRODUCT PULLING/ BLOWING :

The Pigtail/ micro cable are available in drums in lengths of approx. 2/3 kms. The cables shall be blown by blowing machine through already laid microduct by using the 2/3 mm PP rope or as per suitability for microduct. This work is to be carried out under the strict supervision of site in-charge. At a time, maximum three persons at every building should be deployed to pull / blow the cable as more tension to cable may lead to breaking of fibers. Cost of such damages will be recovered from the contractor.

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

6.0 Documentation :

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

- i) **Route Index Diagrams in case of trenching– General : This diagram shall consist of microduct Route Details on Geographical Map drawn to scale with prominent land marks and alignment of duct with reference to road. This shall be prepared on A-3 sheets of 80 GSM.**
- ii) Route Index Diagrams –Profile: These diagrams will contain:
- Make and size of the microduct.
 - Offset of duct from centre of the road at every 10 meters;
 - Depth profile of microduct at every 10 Metre;
 - Details of protection with type of protection depicted on it;
 - Important landmarks to facilitated locating the microduct in future;
 - Location of Joints.

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

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

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

Name of the SSA

Name and address of the building with model no. and type as green field or gray field.

Name of the Contractor

Date of commencement of work

Date of completion of work

For each route/section 6 sets of above mentioned document shall be submitted

7.0 SAFETY PRECAUTIONS :

7.1 Safety Precautions when carrying out the FTTH works close to electric cables

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

Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power Cables, not laid in conduits, are usually protected from above by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always to drive the point of the pickaxe downwards then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working near by so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be contacted to do the needful. If an electric cable is damaged even slightly, it should be reported to the Electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

7.2 Electric shock-Action and treatment :

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

8.0 FORCE MAJEURE

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

agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

9.0 DISPUTES & ARBITRATION:

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

SECTION-6-A

UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

- 1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
- 2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

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

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

Section 6(B)

Near Relative Certificate

FORMAT

To:

The Assistant General Manager (MM),
BSNL BGTD, 4th Floor,
Telephone House, Rajbhavan Road,
Bangalore-560001.

Sir,

Sub: Near Relative Certificate.

"I.....s/o..... r/o..... hereby certify that none of my near relative(s) of all directors / Partners of M/s _____ as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Definition of near relative:

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

Yours Truly,

(Signature with seal)

Note: In case of proprietorship firm, certificate will be given by the proprietor, For Partnership firm , certificate will be given by the all partners, and in case Limited Company, the certificate to be given by all the Directors of the company.

SECTION -7 (A)
PROFORMA
For the BIDSECURITY/ EMD Guarantee
 (To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
 (Hereafter referred to as Bidder)
 has approached us for giving Bank Guarantee of Rs./-
 (hereafter known as the "B. G. Amount") valid up to /...../ 20.... (hereafter known
 as the "Validity date") in favour Of Principal General Manager, Bangalore Telecom District,
 Bangalore (Hereafter referred to as BSNL BGTD) for participation in the tender of work
 ofvide tender no.
 Now at the request of the Bidder, We Bank
Branch having
 (Address) and Regd. office
 address as
 (Hereinafter called "the Bank") agrees to give this guarantee
 as hereinafter contained:

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

said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

- 5. We the Bank further agree with the BSNL BGTD that the BSNL BGTD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL BGTD against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL BGTD or any indulgence by the BSNL BGTD to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Bangalore Telecom District, payable at Bangalore
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer) Rubber stamp of the bank
 Authorized Power of Attorney Number:
 Name of the Bank officer:
 Designation: Complete Postal
 address of Bank:
 Telephone Numbers
 Fax numbers.....

Section 7 B**PERFORMANCE SECURITY GUARANTEE (Bond Form)**

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

Dated:.....

Sub: Performance guarantee.

Whereas Principal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD) has issued an APO no. Dated/...../20.... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of Principal General Manager, Bangalore Telecom District, Bangalore of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We Bank.....Branch having Address) and Regd. office address as

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

2. We, "the Bank" do hereby undertake and assure to the BSNL BGTD that if in the opinion of the BSNL BGTD, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL BGTD the said sum limited to P.G. Amount or such lesser amount as BSNL BGTD may demand without requiring BSNL BGTD to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL BGTD shall be conclusive as regards the liability of Bidder to pay to BSNL BGTD or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL BGTD regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNL BGTD shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL BGTD against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL BGTD or any indulgence by BSNL BGTD to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of " BSNL Bangalore Telecom District, payable at Bangalore..
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

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

Authorized Power of Attorney Number:

Name of the Bank officer:

SECTION -7(C)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
[To reach AGM (MM) before date of bid opening]

To

ASSISTANT GENERAL MANAGER (MM),
O/O GENERAL MANAGER (NW-CFA),
IV FLOOR, TELEPHONE HOUSE,
RAJ BHAVAN ROAD,
BANGALORE – 560 001.

Subject: Authorisation for attending bid opening on(date)
In the Tender of

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

<u>Order of Preferences</u>	<u>Name</u>	<u>Specimen Signatures</u>
-----------------------------	-------------	----------------------------

I.

II.

Alternative
Representative

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

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

SECTION-8

Bidder's /Tenderer's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile:

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

Telephone No. Mobile No.

FAX No.

3. Address of place of Works/

Manufacture

.....

Telephone No. Mobile No.

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

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

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

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

.....

7. Permanent Account No. :.....

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

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

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

.....

B) Questionnaire:

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

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

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

4. Suggestion for improvement of the tender document.

.....

..... Place.....

Signature of contractor

Date

Name of Contractor

**SECTION-9 Part A
BID FORM**

TENDER NO.....DATE / /2014

To,
The Assistant General manager (MM),
BSNL, Bangalore Telecom District,
4TH Floor, Telephone House,
Rajbhavan Road,, Bangalore – 560 001.

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged. We, undersigned, offer to give the vehicles on Hire basis in conformity with the conditions of contract for the sum shown in the Schedule of Prices attached herewith and made part of this Bid.
- 2) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 3) We agree to abide by this Bid for a period of **150** days from the date fixed for Bid opening or subsequently extended period if any, agreed by us . The bid shall remain binding upon us to the aforesaid period. In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**
- 4) We understand that you are not bound to accept the lowest or any bid, you may receive.
- 5) If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the Contract value for the due performance of the Contract
- 6) Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2014

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of



SECTION-9, Part-B
PRICE SCHEDULE

	Item Description	Unit	Total Qty (in Mtrs/unit)	Basic price per unit exclusive of all levies & charges	Excise Duty / service tax		Sales tax		F.F.Pkg		Service Tax (CENVAT-able tax)		Other levies & charges if any		Price per Unit (Rs) (inclusive of all taxes) (Col 15=Col.4+6+8+10 +12+14)	Price per unit excluding CENVAT-able tax (Rs). (Col.6=Col.15 - (col.6+col.12)
					%	Amt (Rs)	%	Amt (Rs)	%	Amt (Rs)	%	Amt (Rs)	%	Amt (Rs)		
1	2	3a	3b	4	5	6	7	8	9	10	11	12	13	14	15	16
	Supply of Materials A-1															
1.1	Cost/ Metre 8 way Future Path including Necessary Accessories for jointing, branching, clamping etc. having 8 numbers of 7/5.5 mm microducts sheathed together with HDPE of a thickness 1 mm with no negative tolerance.	Per meter	5000													
1.2	Cost/ Metre 4 way Future path including Accessories for jointing, branching, clamping etc. having 4 numbers of 7/5.5 mm microducts sheathed together with HDPE of a thickness 1 mm with no negative tolerance.	Per meter	15000													
1.3	Cost/ Metre 2 way Future path including Accessories for jointing, branching, clamping etc. having 2 numbers of 7/5.5 mm microducts sheathed together with HDPE of a thickness 1 mm with no negative tolerance.	Per meter	10000													
1.4	Cost/ Metre one way micro duct of path including Accessories for jointing, branching, clamping etc.	Per meter	150000													

2																
Services/Works - A2																
1	Item Description	Unit	Total Qty (in Mtrs/ unit)	Basic price per unit exclusive of all levies & charges	Excise Duty / service tax		Sales tax		F.F.Pkg		Service Tax (CENVAT-able tax)		Other levies & charges if any		Price per Unit (Rs) (inclusive of all taxes) (Col 15=Col.4+6+8+10 +12+14)	Price per unit excluding CENVAT-able tax (Rs). (Col.6=Col.15 - (col.6+col.12)
					%	Amt (Rs)	%	Amt (Rs)	%	Amt (Rs)	%	Amt (Rs)	%	Amt (Rs)		
2	3a	3b	4	5	6	7	8	9	10	11	12	13	14	15	16	
2.1	Charges /meter for fitting of future path or microduct (of all sizes).	Per meter	180000													
2.2	Blowing /pulling cost/meter of pigtail/ drop cable in microduct	Per meter	200000													
2.3	Installation of ONT, its battery back up connectorisation of pigtail/microcable at splitter port and ONT port by making field crimpable connectors, link testing by PON meter, and bringing up customer services up to customer satisfaction.	Per customer	5000													
2.4	Installation of different size Splitters	Per Unit	750													

Note: Octroi and entry tax if any not to be included here. Same will be paid extra as per actuals

Note:

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



No. MM-557/1/2014-15/2

dtd. at BG-01, the

08.10.2014

ANNEXURE-I
DECLARATION
(In Rs.100/- Non judicial Stamp Paper)

(IN CASE OF PARTNERSHIP FIRM PROPRIETOR OF FIRM/ COMPANY)

DECLARATION

I, ----- son of / wife of Shri----- and
proprietor / Director/ partner of M/s.----- do
hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of providing goods & Services .
- 2 In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed/debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by Principal General Manager BGTD, Bangalore-01.

ANNEXURE – II

RTGS/ NEFT/ MANDATE FORM for vendor creation

- 1. Vendor Name :
- 2. Vendor code (if available) :
- 3. Permanent Account Number (PAN) ;
- 4. Particulars of Bank Account
 - a. Name of the Bank :
 - b. Name of the Branch ;
 - c. Branch Code :
 - d. City Name :
 - e. Branch Address :
 - f. Branch Telephone No. :
 - g. Bank Branch IFSC Code :
 - h. 9 Digit MICR Code :
 - i. Type of Account :
(S.B. Current or Cash credit specify code)
 - j. Account Number :
- 5. Vendor’s E-mail Address :
- 6. Vendor’s Authorised Signatory- Name :
- 7. Vendor’s Contract person Name :

I / We hereby declare that the particulars given above are correct and complete . If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: Authorised Signatory

BANK CERTIFICATE

We certify that ----- has an account with number ----- and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date:

Place: Signature and Name of the authorized official of Bank with Stamp

NOTE: To be filled in the firm’s Letter Head & Kindly submit the original

ANNEXURE - III

PRE RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalore a sum of **Rs.2,34,000/-** towards the refund of EMD paid against this office Tender Notice No.MM-557/1/2014-15/2 dtd. 08.10.2014 R. No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

PRE RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalore a sum of **Rs.2,34,000/-** towards the refund of EMD paid against this office Tender Notice No.MM-557/1/2014-15/2 dtd. 08.10.2014 R. No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

Annexure-IV
MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of the _____ between Bharat Sanchar Nigam Limited (A Government of India Enterprise), O/o The PGM, BSNL, BGTD Telephone House, Rajbhavan road Bangalore-560001., having its registered office at 10th Floor, Statesman House, B-148, Barakhamba Road, New Delhi-110001 herein after called "BSNL" which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assign and M/s (Bidder), an Indian Company incorporated and registered under the companies Act 1956, having its registered office at herein after referred to as the "Bidder" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns. In order to pursue the mutual business purpose specified in Exhibit A (the "Business Purpose"), BSNL and Bidder recognize that there is a need to disclose to one another certain confidential information of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A and other information which the disclosing party identifies in writing as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information").
2. Each party agrees (i) to hold the other party's Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Each party may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Each party agrees to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party.
3. Confidential information will not include information which:
 - (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;
 - (ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure.
 - (iii) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure;
 - (iv) is information which the receiving party can document was independently developed by the receiving party;
 - (v) is required to be disclosed pursuant to law, provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure; or
 - (vi) is disclosed with the prior written consent of the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

6. Each party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information except as specified in this Agreement.
7. Each party acknowledges that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
8. This Agreement will be construed, interpreted, and applied in accordance with the laws of India. Subject to terms and conditions regarding the removal of Confidential Information as set forth under Section 4, this Agreement and Exhibit A attached hereto are the complete and exclusive statement regarding the subject matter of this Agreement and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.
9. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate.

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

Bidder Company Name		Bharat Sanchar Nigam Limited	
Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Seal		Seal	

Exhibit A			
1.	<u>Business Purpose:</u>		
	To carry out Annual Maintenance of	Infrastructure	Equipments (Reference:
	Tender No:.....)		
2.	<u>Confidential Information of Bidder</u>		
3.	<u>Confidential Information of Bharat Sanchar Nigam Limited (BSNL):</u>		

- The equipment details including the configurations.
- All information shared in oral or in written form by BSNL with Bidder

Bidder Company Name		Bharat Sanchar Nigam Limited	
Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Seal		Seal	

ANNEXURE-V
PROFORMA OF POWER OF ATTORNEY
Non-Judicial Stamp
POWER OF ATTORNEY

Be it known all to whom it concerns that: -

- 1. Shri _____ s/o _____ residing at _____
- 2. Shri _____ s/o _____ residing at _____
- 3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address)

_____ hereby appoint Shri _____ s/o _____ residing at _____ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bangalore Telecom District, Bangalore in connection with their Tender Enquiry No. _____ dated _____ for _____ due for opening on _____.

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

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted
(Signature of Signatory of Tender Offer of the firm)

ATTESTED
Notary Public
(Signature with Official Seal)

OR
REGISTERED
Before
(SUB – REGISTRAR) (of concerned State)

Annexure-6
Appendix-1 to Section 4

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>

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