



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

OFFICE OF GENERAL MANAGER BHOPAL BA

CTO Building, New Market, T T Nagar, Bhopal (MP) – 462003

EOI for providing last mile connectivity on 4F OFC laid OH & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model

EOI No. 07/ 2021-22

All the interested bidders may express their interest and submit application form and other details through offline mode to AGM (Planning), O/o GM Bhopal BA and may be contacted on 9425608066 for any clarifications.

**Read this EOI document thoroughly
EOI submitted through offline only will be accepted
Cost of EOI Document Rs. 1180 /- (Inclusive of 18% GST)**

Note: Official copy of EOI Document will be available on
<http://mp.bsnl.co.in/Tenders/Business Opportunities>

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Section-I

DETAILED NOTICE INVITING EOI

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

EOI No: GMTB/Plg/S-53/EOI No 07/2021-22

Dated: 02.02.2022

Applications in prescribed Performa are invited on behalf of B.S.N.L. by the GM BSNL Bhopal BA (Madhya Pradesh Telecom Circle) from the eligible contractors for the following works:

EOI for providing last mile connectivity on 4F OFC laid OH & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model

Note: The contractor can be asked to work in any area of Madhya Pradesh Telecom Circle.

Earnest Money Deposit: Rs 1,000/-

Performance Security Deposit: Rs 5,000/-

2. BID SUBMISSION:

The bid-submission shall be through offline mode. All the interested bidders may express their interest and submit application form and other details to Room No 303, AGM (Planning), O/o GM Bhopal BA.

The EOI documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME/NSIC for the "tendered item".

The bidding process will be accepted only through offline mode only, therefore it is mandatory to submit Technical bid in a sealed envelope.

Once the bidder has submitted each & every page signed bid, it will be presumed that bidder has read, understood & accepted all the terms and condition along with amendment /corrigendum's issued for this EOI and no correspondence at later stage will be entertained in this matter.

3. Eligibility Conditions:

The bidders shall fulfill the following conditions for eligibility:-

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

Registration of firm: The firm/Company should be registered with the appropriate authorities as below:

- a) In case of proprietary firm copy of establishment with appropriate authority (Nagar Nigam/Nager Panchayat/Shop & Establishment Act office, etc.)

- b) In Case of Partnership firm authenticated copy of the partnership deed & registration of firm with registrar
- c) In Case of Companies authenticated copy of applicable AOA/MOA with certificate of incorporation

Technical Qualification:

Experience in terms of monetary value for the similar work from any licensed telecom provider such as BSNL/MTNL/Private Telecom Service provider (Ex-Reliance, Airtel etc)/Infra provider/CPSU(Ex-PGCIL, Railtel, TCIL etc) as per any of the following conditions a or b or c:

- a. OFC erection and maintenance works, at least three(3) works in any three (3) years of last seven(7) years (01.04 .2014 to 31.03.2021 including current FY:2021-22) with amount in each such works to be equal to or above 40% of the value of Estimated cost of EOI. (One work means one contract agreement and execution of work orders issued thereby)

OR

- b. OFC erection and maintenance works, at least two(02) works in any two (02) years of last seven(7) years (01.04.2014 to 31.03.2021 including current FY:2021-22) with amount in each such works to be equal to or above 60% of the value of Estimated cost of EOI. (One work means one contract agreement and execution of work orders issued thereby)

OR

- c. OFC erection and maintenance works, at least one(01) work in any one(01) year of last seven (07) years(01.04.2014 to 31.03.2021 including current FY:2021-22) with amount in each such works to be equal to or above 80% of the value of Estimated cost of EOI. (One work means one contract agreement and execution of work orders issued thereby)

OR

- d. Proof of 500 FTTH Connections/50 Lease Lines, working at present (as on Bid Opening date)
- I. Copy of the Experience certificate has to be submitted (which is subject to verification by BSNL at any stage of tendering & contract execution).
- II. The Experience certificate should be issued by not below the rank of STS level / Gazetted officer / Chief technical officer of PSU/ government or Area Officer of other licensed telecom service provider. In case of FTTH connections, list of minimum 500 FTTH connections to be supplied along with application. In case of Leased circuits, list of minimum 50 circuits shall be supplied along with application. The list may be verified by BSNL.
- III. In case technically qualified bidder is not available then work up to 40% can be awarded to those bidders who have less technical experience but qualify in other parameters/conditions

Note: - (Additional T&C for Eligibility) Experience Certificate should clearly describe Work Order Number/ FAT No., Value of award of work and also satisfactory completion of works.

- i. Please note that experience certificate must be Signed & uploaded online along with bids and must be of date before opening of EOI.
- ii. After opening of EOI no subsequent certificates of experience will be entertained.
- iii. Bidder has to submit the summary of experience certificate as the preform given.

Copy of work order/Invoices will not be considered as experience certificate.

Financial Qualification:

Bidder should have average annual turnover of 30% of the estimated cost of EOI during preceding three (03) FY: years (2018-19, 2019-20, 20-21) The Bidder shall enclose the Turn over Certificate issued by CA, In support of this, bidders shall submit self-certified copies of the bidder's Balance Sheet with Profit & Loss statement

Certified Copy of "Power of Attorney", in case a person other than the competent partner/director of the bidder company has signed the EOI document. If bidder is not submitting the power of attorney he has to submit proper justification regarding non submission of same.

4. Bid Security/EMD:

The bidder may submit and sign Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended/ debarred/banned from any further work /contract by BSNL for one year from the date of issue of such order.

Bid Security shall be paid in the form of Demand Draft/BG issued by a nationalized/scheduled bank drawn in favour of Accounts Officer (Cash), BSNL O/o GMTD, BSNL BHOPAL payable at BHOPAL.

Through BG: Bank Guarantee from a nationalized / scheduled bank drawn in favour of "Accounts Officer (Cash), BSNL O/o, GMTD, BSNL BHOPAL", it should be valid for 2 Year 6 Months from the EOI opening date. Bidder has to upload the scanned copy of BG on E Tendering portal and submit the original copy of BG with offline Documents before the date of opening of bid to Accounts Officer (Cash), BSNL O/o, GMTD, BSNL BHOPAL.

The MSME units shall be exempted from submission of Bid Security deposit on Production of requisite proof in respect of valid certification from MSME for the tendered item.

Note: MSE Bidders must provide UAM number as on CPPP.

(The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from EOI fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online.)

Note: The bid, which is not accompanied by the requisite bid security, shall be liable to be rejected. The Bidder should submit the following documents and declaration along with bid:

5. The Bidder should submit the following documents and declaration along with bid:

A-List of documents to be submit offline:

S. No.	Documents	Yes/ No	Reg. Number (If Applicable)	Issued by	Valid Up to (If Applicable)	Remarks
1	Proof of payment of Cost of EOI document as per NIT					
2	Bid security declaration as per NIT					
3	EOI document(s) in original duly filled in and signed by tenderer or his authorized representative along with seal on each & every page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representatives.					

4	Self-attested copy of PAN Card (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).					
5	Self-attested copy of registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour in case of Proprietary firm or competent office & in case of Pvt. Ltd. Company/Partnership firm registration with Registrar of firms is required). Authenticated copy of the partnership deed in case of partnership firm					
6	"Power of Attorney" in case a person other than the tenderer has signed the EOI document or authorization certificate for signing the EOI document from limited company/Govt./ PSU					
7	Self-Attested copy of Valid GST registration with copy of latest GSTR-3B along with copy of REG-06					
8	ERP Vendor Form must be filled and submitted by new bidders and ERP Vendor Code will be mentioned by Registered Vendors					
9	Self-Attested copy of Turn Over Certificate as per NIT Eligibility Condition.					
10	Valid MSE/NSIC Certificate, if applicable.					
11	Self-Attested copy of EPF registration No					
12	List of Technical Staff: The Bidder should have at least One supervisor having qualification of Diploma in Civil/Telecom					
13	Valid ESI registration, If not available at the time of bid submission enclose a declaration letter that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any EOI in BSNL.					

14	Self-Attested copy of No Deviation Statement as per Section-XIII					
15	Self-Attested copy of Signed Self-Declaration-I,II,III,IV,V Certificate as per Section-XII					
16	Self-Attested copy of Summary of Experience Certificates as per Section-XIII					
17	Turn Over Certificate issued by CA , In support of this, bidders shall submit self-certified copies of the bidder's Balance Sheet with Profit & Loss statement					
18	The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online.					
19	Self-Attested copy of experience certificate as per NIT eligibility Condition.	FY	Dt. Of issue	Nature of Work	Value in Rs.	
				1		
				2		
				3		

6. **Date of sale of EOI Document, Last date of Submission of Bid, Date of Opening of Bids:**

Availability of EOI Document Online on e-tendering portal	Last date & Time for bid submission (Offline)	Date & Time of opening of Bid	Venue for bid submission (Offline)
FROM – Date and Time of EOI Uploading	Open Ended	Open Ended	Chamber of The AGM (Planning), 303 CTO Building T T Nagar New Market Bhopal 462003

7. The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance, in which case all rights and obligations of the BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
8. The successful bidders shall have to engage specialized manpower for **Over Head Erection / jointing/ splicing/Termination of Fiber on FDMS/FDF** as approved by Engineer-in-charge.
9. The EOI is invited through **offline process**, therefore it is mandatory to submit both Technical bid. All Clarifications, corrigendum, amendment will be published only on E-tendering portal.
10. All the documents in Qualifying Bid are to be submitted offline in the respective envelopes/parts including proof of deposit of cost towards e-payment DD towards cost of EOI and e-payment DD /BG towards EMD.
11. Incomplete, ambiguous, Conditional, unsealed EOI bids are liable to be rejected.
12. BSNL reserves the right to accept or reject any or all EOI bids without assigning any reason. He is not bound to accept the lowest EOI.

13. The bidder shall furnish a declaration in his EOI bid that no addition / deletion / corrections have been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on the website in the format provided in this EOI Document. In case of any correction/ addition/ alteration/ omission in the EOI document, the EOI bid shall be treated as non-responsive and shall be rejected summarily.
14. All the documents should be duly signed/ self-attested by the bidder/vendor organization.
15. Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.
16. In case of non-submission of any minor document in view of TEC, Tender Evaluation Committee (TEC) may asked the vendor to submit the document during the evaluation of EOI.
17. If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from EOI Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred/banned from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.
18. The GM BA BSNL Bhopal, M.P. Telecom Circle, reserves the right to reject any or all the EOIs without assigning any reason what-so ever.

Sudhir Asati
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BA Bhopal
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Section-II

Details of Work & Rates

Providing last mile connectivity on 4F Optical Fiber Cable laid Over Head & it's Maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model

SCHEDULE OF RATES (SOR)

ITEM DESCRIPTION	Rate / annum if laying of OFC cable is <= 500 Meter	Rate /annum if laying of OFC cable is > 500 Meter	Commitment period
Providing last mile connectivity on 4F OFC & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model	Rupees 6000/- per Leased circuit	Rupees 12/- per meter	2 years

Above rates include the cost of strengthening GI wire which should be tied with the OF Cable and all other accessories required to be hang it for long term sustainability. The BSNL Construction practices for overhead 4F OF Cable are to be followed by the partner.

Note: Payment for fiber on opex will be made, provided fiber continue to be used by BSNL otherwise one time termination charges of Rs 4000/- can be paid for each km provided the period of hiring is less than 2 years.

Estimated cost per bidder is Rs 12 lakhs.

Section-III

EOI Information

1. EOI Process:-

Single stage bidding and opening using one Envelope System, through offline mode.

Eligibility Conditions:

Bidder must submit/attested/original copies of the following documents with the tender form using one Envelope System as per the EOI document. This envelope shall contain one set of the following documents, should be submitted offline: -

Techno-commercial envelope shall contain:-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Document(s) showing fulfillment of the eligibility criteria(s) stated in EOI
- iv) EOI documents duly signed at the end of each page.
- v) Undertaking & declaration duly filled & signed as per EOI document

- Notes
1. The bids will be evaluated techno-commercially & there is no financial bid.
 2. Bid Validity Period / Validity of bid Offer: 365 days from the EOI Publishing date.
 3. The EOI invited under one Envelope System, this will be named as techno -commercial & will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions.
 4. EMD, Power of Attorney, Certificates/Declarations/Undertakings & cost of tender document will be submitted in original in physical form.
 5. Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

2. Payment Terms:

2.1 Procedure for Preparation and settlement of bills:

Payment will be made on quarterly basis on satisfying that the OFC erection is done as per the agreement. The following documents shall be submitted by the vendor to the DE in-charge for releasing payments by BSNL.

Payment shall be made on Quarterly basis after submission of the following:

- a. GST invoice of the Billing Period:
- b. OFC Link successful Installation & Commissioning Report by SDE level or above officer of SSA/BA/OA.
- c. **Service satisfaction report / letter from the customer for the billing period.**
- d. Realization of revenue/payment from customer end.

2.2 The AGM/DE in charge of EB business under Business Area Head Bhopal will scrutinize the invoice and other documents submitted by the contractor and forward the same to AO (Cash) in Business Area Head duly certified invoices for arranging payment along with recovery details. Payment will be made after deducting the penalties as applicable.

2.3 The bidder has to give the mandate for receiving payment electronically and the charge if any levied by the bank has to be borne by the bidder /contractor. The contractor is required to give the following information for this purpose:

- i) Beneficiary Bank name
- ii) Beneficiary branch name

- iii) IFSC code of beneficiary Branch.
- iv) Beneficiary account number.

2.4 The Payment for the subsequent month will be released to the agency/Vendor after the EPF and other statutory dues of workers have been paid for the previous month and all labour laws are compiled.”

a. The details for making payment through RTGS/NEFT is as below:

BSNL O/o BHOPAL BA
Mandate Form for depositing Tender Fees & EMD

Company Name	BHARAT SANCHAR NIGAM LIMITED
Bank Account Holder Name	Accounts Officer (CASH) BSNL
Company Address	O/O General Manager Telecom District CTO Building New Market Bhopal-462003
Contact Number	8989681986 OR 9425148720
City	Bhopal
State	M.P.
Company Bank Name	UNION BANK OF INDIA
Company Bank Branch	ARERA HILLS BHOPAL
BRANCH Code	558109
Account Number	498701010037291
Bank Account Type	CURRENT A/C
Bank IFSC Code	UBIN0558109
Bank MICR Code	402026013
Bank Phone No	0755-2552337
Bank Officer Name	CHIEF MANAGER
GST Registration No	23AABC5576GFZF

3. Penalty and Liquidated Damages:

- (i) Delayed Commissioning: The commissioning of total network including supply of the equipment is to be completed as per PO from the date of receipt of PO to bidder. A penalty at the rate of 0.5% of the cost of link charges of the location not completed shall be payable per week of delay or part thereof subject to a maximum of 5% for that site.
- (ii) If any project is having other than the above mentioned penalty clauses and is more stringent then the same will be applicable and it will be mentioned in the PO.
- (iii) Penalty in proportionate percentage will be passed on to the Vendor. E.g., if 50% SLA penalty is levied on BSNL, similar percent will be deducted from Vendor's Bill.

4. RIGHT TO VARY QUANTITIES

The work allotment to the successful bidders are subject to change. Any change limited to \pm 25% of agreement cost effected shall be binding on the contractor as though included in the original tender schedule and any such change will not make the agreement void. The quantity can be further enhance within powers of competent authority if competent authority so decides.

5. LABOUR WELFARE MEASUREMENT AND WORKMAN COMPENSATION:

Obtaining License before commencement of work:

The contractor shall obtain valid labour license under the contract Labour (R&A) Act 1970 and the contract labour (Regulation and Abolition) central Rules 1971, before commencement of

the work and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the child labour (Prohibition and Regulation) Act. 1986 and other labour Laws as applicable from time to time during the contract period. Any failure to fulfill this requirement shall attract the penal provision of this contract arising out of the resultant non-execution of work.

Payment of Wages: -

- (i) The Payment has to be made as per CLC guidelines and revised payment has to be made as and when revised.
- (ii) The contractor shall fix wage period in respect of which wages shall be payable.
- (iii) No wage period exceed one month.

6. Compliance of Provisions of EPF Act 1952

The contractor will ensure compliance of Employees Provident Fund & Misc. Provisions Act 1952 Employees Provident Fund Scheme 1952 in respect of laborers/ employees engaged by him for performing the works of BSNL.

7. EPF & ESI PROVISION: -

The Contractor/Establishment containing ten or more workers has to submit EPF/ESIC registration certificates as per NIT Condition.

- (a) If the Contractor/Establishment does not have EPF registration and Contractor /Establishment is employing less than 10 labourers/workers then necessary EPF deduction will be made as per rule.
- (b) Contractor should maintain the records of EPF contribution of labours employed persons and fulfil the conditions of provisions of EPF and misc. provisions Act. 1952 & employees provident fund scheme 1952.
- (c) Each claim bill of contractors must accompany the
 - (i) List showing the details of amount of wages paid to such labours/employees engaged,
 - (ii) Duration of their engagement,
 - (iii) The amount of wages paid to such labours/employees engaged,
 - (iv) Amount of EPF contribution (employer/employees contribution for the duration of engagement paid to the EPF authority.)
 - (v) Copy of the authenticated documents of payments.
 - (vi) Declaration of contractor regarding compliance of EPF Act. 1952.

8. INSURANCE:

- (i) 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 BSNL 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.
- (ii) In the places where ESI facility is not available, the contractor has to provide insurance from other insurance agency.

9. Period of Contract:

Two years from the date of agreement and further may be extendable up to one year as per mutual consent.

10. Evaluation:-

Evaluation of tender will be done as per eligibility conditions of EOI. Work may be distributed among the participants, in case of more than one participation. If more than one participants found eligible than GM Bhopal BA has full right for deciding distribution of quantum of work.

Section-IV

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. Provisioning of leased circuits by 4F/ OH- OFC OPEX Model

Supply & laying/erection of 4F/ OH- optical fiber cable are for provisioning of leased circuits in MP Circle for the project of BHOPAL BA and for clearance of Technically Non Feasible cases where BSNL network is not present.

Such OH- OFC should be dedicated for BSNL services only and no other operator/agency should be served by the contractors through such cables. The fibers erected may be used by BSNL to provide Leased Circuits in future pertaining in the areas where OFC is already available.

Cost of strengthening GI wire which should be tied with the OF Cable and all other accessories required to be hang it for long term sustainability. The BSNL Construction practices for OH- 4F/ OF cable are to be followed by the contractors.

The Laying of 4F OH- Optical fiber cable shall be done with proper clamping and messenger wire (messenger wire should be used so that it can bear the load of OH-OF cable and should be straight from clamp to clamp, messenger wire is to be supplied by the contractor), as per clause 2 Section IX: Supply of 4 F OH- optical fiber cable , fabrication & supply of clamping material, Supply of insulated messenger wire, Jointing material like Jointing Box/Termination Box has to be provided by the contractors),as per clause 2 Section IX.

Construction team should attend sagging OFC or any fault prone route/section, so that occurrence of fault is avoided.

Fabrication & supply of clamping material (clamping material is to be supplied by the contractor) Supply of insulated messenger wire. Jointing material like Jointing Box/Termination Box will be provided by the vendor.

Laying of OH-Fiber Cable for providing feasibility for Lease Line up to the subscriber premises.

Dismantling/Removing of OH-Optical Fiber cable for removal of fault and re-laying the same with proper clamping.

2. Service level agreement (SLA) Conditions for 4F OH- OFC

The SLA for supply & laying of 4F/ OH- optical fiber cable for provisioning of leased circuits both models under para 3.1 & 3.2 (BSNLCO- LC/13(210/1/2020-LC Dated – 02.11.2020) shall be same as done by the BSNL with customer. In case, no SLA with the customer, following SLA conditions should be fixed for both the cases of 4F/.

The vendor shall ensure the following SLAs:

- a) The fiber loss shall not exceed 0.1dB per splice.
- b) The average mean time to repair (MTTR) OFC cut shall be within 4 Hours (averaged over a month from the time of OFC cut occurrence)
- c) However w.r.t total faults in a month, 90% of the OFC cuts shall be attended within 4 Hours and remaining 7% cuts are permitted within 6 Hours and rest 3% cuts are permitted within 8 Hours
- d) The penalties on prorata monthly payment to be made in case of non-meeting of SLA conditions can be as follows.-

Fibre Loss each splice		MTTR of each cable fault average over a month	
Loss(dB)	Penalty per splice	Hours	Penalty on monthly charges for that span
0.1	NIL	4/6/8 applicable as per above clause 1.10(c)	NIL
0.1- 0.2	Rs200/-	(+)2	5%
0.2- 0.5	Rs 400/-	(+)4	10%
>0.5	Rs 800/-	(+) 5 to (+)8	20%
		>(+)8	5% per additional hour beyond 8 hours subject to maximum of one month's charges for that span.

Penalty in proportionate percentage will be passed on to the Vendor. E.g., if 50% SLA penalty is levied on BSNL, similar percent will be deducted from Vendor's Bill.

Payment for fiber on opex will be made, provided fiber continue to be used by BSNL otherwise one time termination charges of Rs 4000/- can be paid for each km provided the period of hiring is less than 2 years.

All cabling and installation work shall be carried out by the selected bidder at exchange site and Customer End location.

Bidder is responsible for supply, installation, commissioning and maintenance of OFC link from BSNL PoP.

Under this model connectivity shall be provided only to BSNL's customer.

Under OPEX model during the contract period, bidder shall be responsible for comprehensive maintenance of all OFC erected and shall also be responsible for all replacements of faulty equipment and maintain uptime/SLA of overall OF network as per end customer requirement /SLA conditions.

Bidder shall deploy dedicated program manager for the engagement with BSNL and will be responsible to have quarterly review with BSNL SPOC for discussing the overall performance of the network and address issues if any.

Bidder shall keep adequate resources across BHOPAL SSA/BA for timely roll out of awarded OFC project and also for maintenance of OF links/network.

24x7x365 NOC support and centralized call logging for link fault booking and management shall be provided by the bidder.

3 DETAILS OF EXECUTIVES FOR SUPERVISION WORK:

BSNL shall be represented by the following officers for day to day interaction with the contractor or their representatives.

- JTO/SDE: Officer in charge of field unit where work is to be executed by contractor.
- DGM/AGM shall be final authority for the routes in their SSA/BAs.

However, The GM BA BSNL OA/BA BHOPAL will be the overall in-charge for addressing any unresolved issues.

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

4. MATERIALS EQUIPMENT SUPPLIED / PROVIDED BY THE CONTRACTOR:

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

LIST OF EQUIPMENT:

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

i) Tool Kit consisting of:-

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

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

ii) Testing Equipment/ Meters consists of:

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

The tools and equipment will be provided by Contractor.

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

6. **JURISDICTION OF CONTRACT:** The jurisdiction of the contract shall be mainly under the area of all area of GM BA BHOPAL has right to award the work anywhere in SSA/BAs on the same terms and conditions

Section – V

Optical Fiber Cable Specifications

1. The specifications of the optical fiber cable construction manual of BSNL has to be followed for the relevant work.
2. **OH- erection of the OFC:**
The OFC of any count has to be erected on poles or high rise structure, which may sometime include parapet walls. In all such cases the sag of the cable should be minimum and the loops left in different locations should not be included in the length (measured).

The OFC cable specifications for 4F with following specifications

4F : AS Der BSNL co NWP-Broad band Ce || letter No. 32-64/2013-NWP-BB/FTTH
Dated 0911212013.

If the OFC has to be erected along with the messenger wire then proper tying arrangements has to be done.

The OFC has to be properly fastened with the insulator of the clamp or the pole .Splicing of Low count fibers for making joints and end to end testing of all Fibers after splicing

Notes: - All tools, splicing machine, Instruments and materials required for above work shall be arranged by the contractor,

Leading in OFC of any size in PVC ¾ inch PLB pipe, its fitting on wall / pole and through GI pipe after cutting any surface, making to the original condition.

Notes: - The contractor will arrange for all material including pipe and fitting materials.

Opening of existing trench chamber for splicing & the refilling by sand & soil at the site specified by the SDE in-charge

3. **Recovery of the OH-OF cable:**
The OH-OF cable has to be dismantled from the pole/high rise structure by the bidder.
4. **Dismantling/removing of OH-cable for removal of fault & Re-erecting the same:**
The OH-OF cable between the poles /high rise structure has to be dismantled from the same and then it has to be re-erected as given in point no-2. The distance will be measured from pole/high rise structure to pole/high rise structure
5. **Supply of messenger wire:**
The messenger wire should be insulated and multi striated wire of the 4 MM or high & should be capable of withstanding the load.
6. **Clamps:**
The clamps should be of GI material with proper fastening arrangement of OF cable and pole/high rise location. It should have the insulation over which OFC has to be tied. The weight of the Iron clamp should not be more than 2 kg for Round pole & 1 kg for Square Pole

SECTION - VI

AGREEMENT

EOI No: GMTB/Plg/S-53/EOI No 07/2021-22

Dated: 02.02.2022

The successful tenderer shall have to execute the following agreement:

This agreement made on this.....day of (month)..... (year).....between M/s.....herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the President of India here in after referred to as the Government, of other part.

Whereas the contractor has offered to enter into contract with the said Government for the execution of work of erection, OF cable pulling, OF Cable Splicing and termination, for Providing last mile connectivity on 4F OFC & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model on the terms and conditions herein contained and the rates approved by the Government (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the EOI document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows -

1) The contractor shall, during the period of this contact that is to say from.....to..... or completion or work whichever is earlier or until this contact shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all erection, cable splicing, and other associated works as described in EOI documents (annexed to the agreement), when the government or the GMTD BHOPAL or by other persons authorized by GMTD BHOPAL in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (notice inviting EOI), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4) The contractor hereby declares that nobody connected with or in the employment of the Department of Telecommunications/BSNL is not/shall not ever be admitted as partner in the contract.

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the EOI document including any correspondence between the contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here into set their respective hands and sales the day and year in.....

6) The contractor shall abide by the terms & conditions towards fulfillment / compliance of the provisions of EPF & Misc. provision Act 1952 & employees provident fund scheme 1952 in respect of labourers / employees engaged by him for performing the work of BSNL.

7) The Contract shall be performed strictly as per the terms & conditions stipulated as per the EOI Document.

Above written:

Signed sealed &
Delivered by the above named Contractor
In the presence of.

Witness: 1-
2-

Signed & Delivered on behalf of BSNL

Witness: 1-
2-

SECTION – VII

Performa for giving Proposal / Willingness
(Bidders have to submit this Performa duly filled and signed)

EOI No: GMTB/Plg/S-53/EOI No 07/2021-22

Dated: 02.02.2022

To
The AGM (Planning)
O/o GM Bhopal BA

Subject:- Willingness/Proposal for Providing last mile connectivity on 4F OFC & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model
Sir,

We are willing to execute providing last mile connectivity on 4F OFC & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model.

The details about my firm are given below.

Name and Address of Firm: -
.....
.....
.....

Name & Address of Proprietor / Authorized person Firm: -
.....
.....
.....

Firm Registration No: -

Annual Turnover of Firm: -

PAN No of Firm/ Proprietor: -

GST Registration No: -

EPF Registration No: -

ESIC Registration No: -

Details about Experience (If Any):-

(For Same Type work)

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION – VIII

SELF DECLARATION-I

(To be submitted by all the Partner's/Directors/Company Secretary of the Company)

I.....S/o.....R/o.....
hereby certify that none of my relative/ Relatives of the Partners/Directors of the Firm/Co. (s) as defined below is/are employed in BSNL unit as per details given in EOI document. In case at any stage, if 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.

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) & daughter's husband (son-in- law), brother (s) & brother's wife, sister (s) & sister's husband (brother- in-law).

Note:

In case of Authorized signatory, he should mention that none of the near relatives of Proprietor/ Directors/Partner's of the company is working in BSNL in any capacity in the above format)

Suppression of material information by bidder will lead to bid rejection.

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION – VIII

SELF DECLARATION-II

The GMTD BSNL BHOPAL OA/BA reserves the right to accept or reject one, more than one or all the EOIs in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one month's notice in writing without assigning any reason.

The EOI can be short closed before due time by BSNL due to any technology change/ Administrative or Business reason/ Umbrella contract finalized and implemented by higher authority or Office without any kind of claim by the contractor.

I/We undertake that I/We are ready to work anywhere in MP on same terms and condition.

I/We hereby declare that my/our firm has/have not been declared debar/banned for taking part in EOI anywhere in units of BHARAT SANCHAR NIGAM LIMITED. I/We also declared that my/our firm is not under process of debarring/banning by any unit of BSNL. I/We am/are aware that any suppression of facts in this regard/ breach of this condition/clause would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by The GMTD BSNL BHOPAL OA/BA

I/We undertake that I/We have sufficient capital resources to carry out operations and will make due payment to our firms labour / employees assigned to execution of this EOI of The GMTD BSNL BHOPAL OA/BA as per laws every month insulating it from payments from BSNL. I/We also under take to perform in faithful & efficient manner the work of this EOI without linking it to payments from BSNL.

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION – VIII

SELF DECLARATION - III

(For understanding the terms & condition of EOI & Spec. of work)

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the EOI documents & offer to execute the work at the rates quoted by us in the EOI 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.
3. No additions/alterations/deletions/corrections have been made in the downloaded EOI Document being submitted and it is identical to the EOI document appearing on the Tender Portal including corrigendum uploaded as per NIT schedule.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the EOI 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/banned our EOI offer/ cancel the Advance Purchase Order/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar/banned the contractor from participation in its future EOIs.
3. Black Listing/banned/debarred: It is certified that our firm have /have not been Black listed/banned/debarred by any Govt. authorities /PUSs on account of any reason. However, if we fail to supply /fulfill the EOI conditions, BSNL is free to take action /Black list/banned/debarred our firm.

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION – VIII

SELF DECLARATION – IV

(CLAUSE BY CLAUSE COMPLIANCE STATEMENT)

EOI No: GMTB/Plg/S-53/EOI No: 07/2021-22

Dated: 02.02.2022

S. No.	Clauses	Compliance
A	B	C
1	All clauses of DETAILED NOTICE INVITING EOI of section I of EOI document	
2	All clauses of TENDERER'S PROFILE AND VENDOR FORM of section V of EOI document	
3	All clauses of DECLARATION of section XII of EOI document	
4	All clauses of LETTER OF AUTHORISATION FOR ATTENDING BID OPENING. of section XI of EOI document	
5	All clauses of TENDR INFORMATION of section II of EOI document	
6	All clauses of E-TENDER INSTRUCTION TO BIDDER of section III-A of EOI document	
7	All clauses of GENERAL INSTRUCTIONS TO THE BIDDER of section III-B of EOI document	
8	All clauses of GENERAL TERMS & CONDITIONS of section VI of EOI document	
9	All clauses of SPECIFIC TERMS AND CONDITIONS of section VII of EOI document	
10	All clauses of AGREEMENT of section X of EOI document	
11	All clauses of Price Schedule of Section XIV & Schedule of Quantity of Section XV of EOI document	
12	All clauses of SCHEDULE OF REQUIREMENT of Section XVI , Scope of Work of Section VIII and Specification of OF Cable Work of section IX of EOI document	

The Bidder should mention "Fully Complied" in the column C above otherwise a statement of deviation may be submitted

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION – VIII

SELF DECLARATION – V

(Bid Security Declaration)

(To be typed on letter head of the company)

I/We, the undersigned, declare that: I/We understand that, according to your conditions. Bids must be supported by a Bid-Securing Declaration .We accept that we will automatically be suspended from being eligible for bidding in any contract with the BA Bhopal , BSNL for the period of time of 1 years, if we:-

(a) Have withdrawn or modify our Bid during the period of Bid validity 240 days from the date of opening technical bid.

(b) Fail or refuse to execute the contract, during the period of Bid validity.

(c) Fail or refuse to furnish the Performance Security in accordance with EOI document during the period of Bid validity.

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION – VIII

PROFORMAS

(for the Performance Guarantee)

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

PBG No.....

Dated:

Sub: Performance guarantee.

Whereas _____ (hereafter referred to as BSNL) has issued an LOI No:.....
Dated...../...../21.....awarding the work of providing last mile connectivity on 4F OFC & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model to M/s..... R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of _____ of Rs...../- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We Bank.....Branch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (cash) " payable at Bhopal. 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.

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

Authorized Power of Attorney Number

Name of the Bank officer:.....

Designation:

Complete Postal address of Bank:

Telephone Numbers:

Fax numbers.....

SECTION- IX
(NO DEVIATION STATEMENT)
(To be typed on letter head of the company)

S.No	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of "General Commercial Conditions "of Section-VI	
2	All clauses of "Special Commercial Condition of Contract" of Section-VII	
3	All clauses of Scope of Work of Section-VIII, requirements of quantity of Section-XVI, SOR of Section-XV	
4	All clauses of "General Instruction to Bidders" of Section-III Part-B	
5	All clauses of "Special Instruction to Bidders" of Section-III Part-A	
6	All clauses of "EOI Information to Bidders" of Section-II	
7	All clauses of "OF Cable Specification" of Section-IX	

- The 'No deviation statement' should be given as per clause 21 of Section -III Part-B.
- The bidder should mention 'NO DEVIATION' in the column 'C' above, otherwise a statement of deviation may be submitted as per clause 21 of section-III Part-B.
- The column "C" if left blank and the bidder signs this page of the document will be treated as full compliance.

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION- X
(SUMMARY OF EXPERIENCE CERTIFICATES)

		OA/BA-YYY				
S. No	Name of Vendor /Firm /Company	Financial Year	W.O./FAT No. with date	Name of Company (Who issued the Experience Certificate)	W.O. /FAT Issuing Authority	Amount
1						
2						
3						
4						
5						
6						
7						

Note:

- 1 Kindly furnish above information for each experience certificate
- 2 Kindly provide the clear and correct information in this declaration, experience certificate may be verify from original at any stage.

DECLARATION

I/We hereby declare that the information as given above is correct and we will produced original copy of these experience certificates as and when required by BSNL.

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)

SECTION- XI
FORMAT of LOI (Letter of Intent)

EOI No: GMTB/Plg/S-53/EOI No: 07/2021-22

Dated: 02.02.2022

Sub: - Placement of LOI (Letter of Intent), for providing last mile connectivity on 4F OFC & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model

Ref: -

Dear Sir,

On behalf of BSNL, Letter of Intent is hereby issued for providing last mile connectivity on 4F OFC & it's maintenance for provisioning of Leased Circuits in Bhopal BA & other cities of Madhya Pradesh under OPEX model to fulfill the following terms and conditions.

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

Yours faithfully,

Station:

Signature of Tenderer

Date:

Name of the Tenderer:

(Capacity in which signing)