

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	06-05-2026 13:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	06-05-2026 13:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	150 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Communications
<b>विभाग का नाम/Department Name</b>	Department Of Telecommunications (dot)
<b>संगठन का नाम/Organisation Name</b>	Bharat Sanchar Nigam Limited Portal(bsnl)
<b>कार्यालय का नाम/Office Name</b>	Cgm Cntx North Eastern Court Complex New Delhi
<b>वस्तु श्रेणी /Item Category</b>	Cluster Outsourcing for Maintenance of Landline and Broadband network - OFC Network - Optical Fibre Cable; Attending all types of cable faults
<b>अनुबंध अवधि /Contract Period</b>	1 Year(s)
<b>बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	7 Lakh (s)
<b>उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service</b>	5 Year (s)
<b>इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required</b>	Yes
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य / Estimated Bid Value	4597000
Payment Timelines	Payments shall be made to the Seller within <b>45</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	31000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	37000
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	23000
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	22000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

AO(Cash) HQ, BSNL, NTR, New Delhi  
AO(Cash) HQ, BSNL, NTR, New Delhi A/c No. : 307801010917560 IFSC: UBIN0530786,CGM CNTX NORTH EASTERN COURT COMPLEX NEW DELHI, Department of Telecommunications (DOT), Bharat Sanchar Nigam Limited Portal(BSNL), Ministry of Communications  
(Ao Cash Hq,bsnl Ntr New Delhi)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in**

**which the buyer is registered.**

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work to be mentioned by Buyer:**[1776834832.pdf](#)

**मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	1259000	Cluster Outsourcing For Maintenance Of Landline And Broadband Network - Ofc Network - Optical Fibre Cable; Attending All Types Of Cable Faults	Number of Clusters : 1
Schedule 2	1500000	Cluster Outsourcing For Maintenance Of Landline And Broadband Network - Ofc Network - Optical Fibre Cable; Attending All Types Of Cable Faults	Number of Clusters : 1
Schedule 3	931000	Cluster Outsourcing For Maintenance Of Landline And Broadband Network - Ofc Network - Optical Fibre Cable; Attending All Types Of Cable Faults	Number of Clusters : 1
Schedule 4	907000	Cluster Outsourcing For Maintenance Of Landline And Broadband Network - Ofc Network - Optical Fibre Cable; Attending All Types Of Cable Faults	Number of Clusters : 1

### Cluster Outsourcing For Maintenance Of Landline And Broadband Network - OFC Network - Optical Fibre Cable; Attending All Types Of Cable Faults ( 1 )

#### तकनीकी विशिष्टियाँ / Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Maintenance work for network	Optical Fibre Cable
Category of work	Attending all types of cable faults
<b>एडऑन /Addon(s)</b>	
Laying Down of New Cable(In case of damage of existing optical fibre)	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Name of Cluster	SLA based Outsourcing of OF Cable of FRT Ajmer in Ajmer Division Rajasthan

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
1	Mahesh Chand Gupta	302001,4th Floor, Amenity block, PGTD Compound, Opposite GPO, M.I. road Jaipur	1	<ul style="list-style-type: none"> <li>Approximate kms for maintenance of Optical Fibre during contract period : 165</li> </ul>

### Cluster Outsourcing For Maintenance Of Landline And Broadband Network - OFC Network - Optical Fibre Cable; Attending All Types Of Cable Faults ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Maintenance work for network	Optical Fibre Cable
Category of work	Attending all types of cable faults
<b>एडऑन /Addon(s)</b>	
Laying Down of New Cable(In case of damage of existing optical fibre)	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Name of Cluster	SLA based Outsourcing of OF Cable of FRT Beawar in Ajmer Division Rajasthan

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
1	Mahesh Chand Gupta	302001,4th Floor, Amenity block, PGTD Compound, Opposite GPO, M.I. road Jaipur	1	<ul style="list-style-type: none"> <li>Approximate kms for maintenance of Optical Fibre during contract period : 200</li> </ul>

### Cluster Outsourcing For Maintenance Of Landline And Broadband Network - OFC Network - Optical Fibre Cable; Attending All Types Of Cable Faults ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Maintenance work for network	Optical Fibre Cable
Category of work	Attending all types of cable faults
<b>एडऑन /Addon(s)</b>	
Laying Down of New Cable(In case of damage of existing optical fibre)	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Name of Cluster	SLA based Outsourcing of OF Cable of FRT Chittorgarh -I in Ajmer Division Rajasthan

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
1	Mahesh Chand Gupta	302001,4th Floor, Amenity block, PGTD Compound, Opposite GPO, M.I. road Jaipur	1	<ul style="list-style-type: none"> <li>Approximate kms for maintenance of Optical Fibre during contract period : 194</li> </ul>

### Cluster Outsourcing For Maintenance Of Landline And Broadband Network - OFC Network - Optical Fibre Cable; Attending All Types Of Cable Faults ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Maintenance work for network	Optical Fibre Cable
Category of work	Attending all types of cable faults
<b>एडऑन /Addon(s)</b>	
Laying Down of New Cable(In case of damage of existing optical fibre)	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Name of Cluster	SLA based Outsourcing of OF Cable of FRT Chittorgarh -II in Ajmer Division Rajasthan

#### क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Clusters	अतिरिक्त आवश्यकता /Additional Requirement
1	Mahesh Chand Gupta	302001,4th Floor, Amenity block, PGTD Compound, Opposite GPO, M.I. road Jaipur	1	<ul style="list-style-type: none"> <li>Approximate kms for maintenance of Optical Fibre during contract period : 189</li> </ul>

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### 3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

#### **SCOPE OF WORK**

The tender is being floated for Outsourcing of SLA Based Comprehensive Maintenance of Optical Fiber cable (OFC) for Rajasthan territory of CNTx-North circle. The work includes preventive maintenance of the cable to avoid the faults/ cable cuts, repair of faults if it occurs. The OFC route will be handed over to the contractor after a joint survey of route in charge and representative of the contractor. Contractor has to deploy a Fault Restoration Team accordingly at sufficient designate place to maintain the OFC as per SLA.

Scope of work of the contract includes: To provide man power/ machines for

- 1). Protection work of Cable during Road widening / Drainage / Canal / pipeline works as assigned.
- 2). Temporary / Permanent Restoration of OF Cable during OF Cable faults due to Road widening / Drainage / Canal / pipeline works
- 3). Reinstatement of Already overhead OF cable section
- 4). Making existing cable over head for protection / restoration of faults
- 5). Permanent reinstatement of damaged / over head cable / patches developed during the tender contract Period & associated civil works.
- 6). Recovery of over head OF cable after completion of reinstatement work.

This scope and specification covers the preventive maintenance, scheduled and planned Maintenance and break down corrective maintenance activities to be carried out by the contractor for OFC routes of BSNL. The route index drawings will be provided to the contractor by BSNL during the currency of the maintenance contract. However, the locations of the cable as reflected in the drawings/ details are indicative only and it is the responsibility of the contractor to determine the actual location along the routes. At certain sections multiple OFC cables have been laid on the same trench/ other side of the road. The bidder is required to visit the sites and ascertain the geographical conditions and its latest status. In view of road widening, some portion of OFC has come under tar surface of the road and at some place OF cable has been drawn on overhead temporarily.

The detailed scope of contract is asunder:

### **1. Preventive Maintenance:**

Sufficient number of SLA Based Party subject to minimum one FRT for every 300 Km or part of thereof if specified in tender document in normal terrain & 250 Km or part of thereof if specified in tender document in hilly area along with sufficient number of Vehicle, Man, Machine must be stationed at mid station of the route to have a quick movement to fault on either side. The fault must be attended within 4 hours to avoid penalty charges as per SLA. When there is no fault the OFC improvement works such as attending break fibers, splice losses, minimization of Joints and positioning of route/Joint indicators and chambers as per instruction from site Engineer. Route Patrolling should start early in the morning from both the ends or towards both the ends to have strict vigil on occurrence of fault.

- 1.1 The primary focus is to **avoid the occurrence of OFC cuts** with intensive patrolling and Surveillance along the OFC routes.
- 1.2 Contractor has to keep good rapport and co-ordination with the all Government and Non-Government bodies/ authorities and also farmers/ land owners to collect their plan of activities for the routes, which may prevent damages to the OF Cables.
- 1.3 There shall be one patrolling team per stretch for distances up to 100 km cable route, for patrolling the allotted stretches. **Route length shall be in physical road length and not OFC length.** The exact route length shall be ascertained by the Contractor after conducting a Joint inspection /Survey along with the designated officer of BSNL. The survey report shall be duly signed and submitted by the designated authorities from both the parties within **10 days from the date of APO.** The Contractor shall deploy the following manpower along a route of 100 Km for patrolling:
  - a) 1 No. of Patroller with Motorcycle.
  - b) 1 No. of Reliever for Patroller.
- 1.4 Contractor shall arrange trained manpower to replace any regular member of the patrolling team who may be absent on grounds of sickness/leave/emergency or as the case may be. Under no circumstances shall any stretch of the OFC route be left un-patrolled on any grounds whatsoever.
- 1.5 The Patroller of the Contractor has to patrol entire section of 100 km to and fro daily in any route as per field requirement, irrespective of holidays. However, the contractor shall carryout the additional patrolling whenever it is necessary as per the actual site conditions. The patrolling timings shall vary as per the actual requirements. The patrolling teams have to be vigilant in respect of OF routes where road expansion/construction activities are in progress.
- 1.6 The patrolling teams shall be available on 24 hours basis on all the days in a week on Mobile phone for information about any potential activity that may cause damage to OFC along the route.
- 1.7 The patrolling team shall have two mobile phone connections from different service providers Out of which one shall be from BSNL. This is required for ensuring the uninterrupted communication during unforeseen situations.
- 1.8 The patrolling team shall call from predetermined landline telephone numbers en-route to the designated officer of BSNL, for informing that the patroller has reached the locations and also to brief the events noticed during patrolling.
- 1.9 While patrolling, the Patroller has to keep a close watch on the OFC as well as activities going on around it and make all necessary observations. The Contractor shall also closely liaison with the following authorities so as to update himself with the proposed works that may be executed by them in near future. The Contractor shall safeguard BSNL OFC against any signs of damage or potential damages, which is required to avoid OFC cuts that may arise during the execution of works by those authorities/ agencies. The Contractor shall take suitable precautionary steps in consultation with designated officer of BSNL ahead of time, such as **re-routing of OFC either underground or overhead**, providing additional protection to the existing alignment etc. The activities which are likely to cause damages to OF cable are as under: -
  - i) National Highway works such as widening of roads, embankment works, major bridge, subway, Flyover, culvert works and tar melting work on the cable routes, which may cause damage to the cable.
  - ii) State Highways, R&B Departments as mentioned above.

- iii) Water Supply Department works may trench on our cable route and as such extreme care is to be taken.
- iv) Railway department works such as construction of over bridges/ under bridges, etc.
- v) Forest department works, such as plantation / removal of trees on the cable routes, which may cause damage to cable.
- vi) Electricity board works like trenching on our cable routes, erection /removal of electricity boards posts on cable routes, etc.
- vii) Other Telecom Operators activities like trenching, HDD (Horizontal Directional Drilling), erection of Telegraph posts etc., and the like by other local telephone/BSNL working parties.
- viii) Any and all Central / State / District / Municipal / Local / Panchayat/ Political Authorities / Agencies / Bodies, etc.
- ix) Putting up of pandals, by social organizations in connection with the visit of VIP meetings and functions.
- x) and Municipal Authorities of the area.
- xii) Excavation / Renovation work being undertaken by private land owners through which BSNL OFC is passing.
- xiii) Any other works/ activities which may damage the BSNL OF Cable.

- 1.10 Contractor has to keep a good rapport and effective coordination with local bodies/ agencies including those mentioned above, of their proposed activities which may pose a threat to the OFC. On receipt of any such information the Contractor must immediately inform the designated officer of BSNL and undertake all precautionary measures including temporary/ permanent rerouting of cable either by underground or overhead works that will prevent any harm or damage to the OFC and will save the revenue of the company.
- 1.11 If the Patroller observes that work is being carried out in and around the OFC route alignment by any Contractor/ Individuals, he must take charge of the situation, take preventive action immediately and inform the designated officer of BSNL. He must proceed on his further patrolling duties after handing over charge of the situation to a Reliever from the Contractor's team.
- 1.12 Contractor also has to ensure that, the Route indicators already placed at regular intervals along the routes are not stolen. The missing/ damaged indicators if any shall be planted by the contractor as per BSNL specifications for which the indicators will be supplied by BSNL.
- 1.13 In certain situations where the weather does not permit patrolling by motor cycle, then a vehicle/ public transport shall be engaged for the purpose of patrolling.
- 1.14 **By Walking along the path** where overhead OF cable is laid, the condition of the overhead OF cable shall be monitored. In case of any sagging of the overhead alignment, immediate action shall be taken by the contractor to correct it as per the advice of designated officer of BSNL.
- 1.15 The contractor will provide vehicle for the joint visit of his supervisor and route incharge (SD E/JTO) for the monitoring of the route twice a month during the period of tender.
- 1.16 Contractor has to maintain Management Information System (MIS) reports on a regular basis as per BSNL approved formats and will submit to the designated officer of BSNL within the specified time limits.
- 1.17 The Patrolling Team shall record its observations in the register kept at BSNL designated locations and shall also convey the same to respective designated officer of BSNL.

**Patrolling and supervision: -**

The contractor should arrange to depute one supervisor on the report of patrolling person if there is any work going along the route which will be of long duration such as widening and leveling of road, sewerage works, highway digging and construction, uprooting of trees or large maintenance work on highways. The contractor should arrange to send the supervisor/team for the protection and keeping watch for the safety of BSNL of network during the duration of completion of work and ensure fault free network for the BSNL. The supervisor will be responsible for contacting the FRT of contractor and arrange for restoration of the network as per tender requirement in the event of any fault to the network. Regular information to the concerned BSNL Officer will be the responsibility of the supervisor arranged by the contractor.

One FRT is to be placed for upto every 300kms/250kms part of thereof if specified in tender document of OFC route in normal terrain and hilly terrain respectively as per latest BSNL guidelines. Fault team and patrol team of FRT will use BSNL app for tracking (Transnet). BSNL may ask to use any third party app for tracking purpose. Day-wise tracking record will be preserved and submitted with the monthly invoice. However, if tracking is not possible due to network coverage issue or any other reason, the certificate from the concerned DE/AGM is to be submitted with the invoices.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The**

**Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**