

**TERMS AND CONDITIONS OF CONTRACT
(ANNUAL MAINTENANCE CONTRACT OF OPTICAL FIBRE CABLES)**

1.0 BASIC INSTRUCTIONS:

1.1 MePTCL is having its ADSS Optical Fibre Cable along the existing 132 kV transmission tower network of MePTCL in the section between (i) 132 kV Umiam sub-station and NEHU SLDC (ii) 400/220/132 kV Killing sub-station and 132 kV EPIP-II (Norborg) sub-station (iii) 132 kV EPIP-II sub-station and 132 kV EPIP-I sub-station (iv) 132 kV EPIP-II sub-station and Umtru Power station (v) 132 kV Lumshnong sub-station and 132 kV Khliehriat sub-station, and it wants to carry out Annual Maintenance Contract for the above sections for a period of one year.

1.2 Tenders shall be submitted in sealed envelopes marked in the upper left-hand corner name of the work along with the full name and address of the Bidder and sent by registered post, if not delivered personally. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with Company seal. The Bid shall contain the name, official address and place of business of person(s) authorized to sign the bid. All pages of the Bid including entries or amendments which have been made shall be signed by the authorized signatory. Bid submitted through fax or e-mail shall not be accepted.

1.3 Bidder must have experience with sufficient skilled manpower in installation/ repair of Optical Fibre Cables and related works as indicated in the scope of works. Documentary evidence establishing the experience of the bidder is to be furnished along with the bid.

1.4 The Bidder shall submit along with the offer a non refundable Tender Fee of Rs 500 (Five Hundred) only in the form of a crossed Banker's Cheque/Demand Draft and pledged in favour of **The Chief Account Officer, MeECL**, payable in **Shillong**.

2.0 SCOPE OF SERVICES

The scope of services to be rendered by the Contractor for providing Annual Maintenance Contract of Optical Fibre cables and accessories laid along the existing 132 kV transmission tower network of MePTCL in the section between (i) 132 kV Umiam sub-station and NEHU SLDC; (ii) 400/220/132 kV Killing sub-station and 132 kV EPIP-II (Norborg) sub-station; (iii) 132 kV EPIP-II sub-station and 132 kV EPIP-I sub-station; (iv) 132 kV EPIP-II sub-station and Umtru Power station and (v) 132 kV Lumshnong sub-station and 132 kV Khliehriat sub-station shall be as follows:

- (i) The Annual maintenance shall be in accordance with the prescribed schedule at Annexure-A and the results after restoration of optical link shall conform to the equipment standard losses prescribed at Annexure-B.

- (ii) It includes fault finding, splicing and skilled man power to resolve the problem (Optical Fibre Cables, Patch Cords and Joint Box will be provided by MePTCL).
- (iii) To keep the ADSS optical fibre network healthy & optimal signal strength.
- (iv) Transportation of materials to site for early restoration of links, such as,
 - (a) ADSS optical fibre cables
 - (b) Splicing machine
 - (c) OTDR
 - (d) Ropes and pulleys
 - (e) Tension assembly and clamps
 - (f) Other accessories necessary for restoration works including LC-LC patch cords and LC-FC patch cords.
- (v) The total line length of the 132KV transmission network where the Optical Fibre cables are laid is 43.99 Km.

3.0 EARNEST MONEY DEPOSIT

- 3.1 The Bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) amounting to **Rs. 10,000.00 (Rupees Ten thousand) only.**
- 3.2 The Earnest Money Deposit shall be denominated in INR favouring **The Chief Engineer, Transmission), MePTCL, Shillong,** and shall be in the form of a Bank Guarantee/ Call/ Fixed Deposit acceptable to the Owner, issued by a nationalized/scheduled bank in India, The EMD shall be valid for 180 days, which may be extended on the instruction of the Owner.
- 3.3 Any Bid not accompanied by an acceptable Earnest Money Deposit shall be rejected by the Owner as non-responsive.
- 3.4 The Earnest Money Deposit of unsuccessful bidder(s) shall be returned promptly as possible by the Owner.
- 3.5 The Earnest Money Deposit of successful bidder shall be returned on completion of the contract.
- 3.6 No interest shall be paid by the MePTCL on the Earnest Money Deposit.
- 3.7 The Earnest Money Deposit shall be forfeited:
 - a) If a Bidder withdraws or modifies his Bid during the period of bid validity or extension thereof.
 - b) If the Bidder does not accept the correction of his Bid price.
 - c) In case of a successful Bidder, if he rejects the work order or fails to sign the agreement.

4.0 GENERAL TERMS AND CONDITIONS

The schedule of the above AMC shall be as per the following norms.

- 4.1 The Bidder is advised to visit and familiarize him/her self with the sites which are covered in the AMC for preparing the bid and entering into a contract. The costs of visiting the sites shall be at the Bidder's own expense.
- 4.2 The contractor shall provide local Phone number(s) of their office which should be accessible on all working days including holidays, so that the officers concerned from MePTCL be able to call over a local phone to intimate and relay the information of any possible optical fibre link failure.
- 4.3 The Contractor shall truly and faithfully carry on the said job as is done by the services / business houses in proper manner/ standard fashion for the comprehensive maintenance of optical fibre network.
- 4.4 The AMC shall cover comprehensive maintenance which includes preventive maintenance as well as corrective maintenance. The preventive works shall include visual inspection of the lines periodically for any break or bend including sagging of OFC resulting in loss of optical signal. The corrective works shall include replacement of broken/faulty ADSS optical fibre, testing the healthiness of the link and replacement of patch cord whenever necessary.
- 4.5 AMC shall cover each and every parts of components including plastic body and parts, replacement of any part necessary for keeping the network systems active and free from any defects/ disturbance any unscheduled called for corrective and / or preventive maintenance services taking appropriate measures in time to set right the malfunctioning of the network systems. The replacement of all spares including plastic parts and body is included in the AMC.
- 4.6 The environment conditions in which the optic fibre cable is presently installed are quite satisfactory and the contractor shall not raise any condition with regard to the working environment covered under the AMC.
- 4.7 The Contractor agrees and undertakes that the services provided shall be to the entire satisfaction of the Owner.
- 4.8 In the event of non-satisfactory conduct of maintenance services, the owner shall have the right to terminate the maintenance contract giving a notice and forfeit all due to the contractor.
- 4.9 Telephone, conveyance and internet facilities to the contractor shall not be provided by the owner.
- 4.10 All costs, charges and expenses in respect of moving the equipment of any part thereof including cost, charges and expenses of dismantling, re-installation, commissioning and transport shall be at the contractor expenses.

- 4.11 In case the owner cannot provide the joint boxes, the same may be supplied by the contractor and the bill of such item will be realized from MePTCL as per actual cost. Defective parts shall be made with new branded parts of the same of Original Equipment Manufacturer (OEM).
- 4.12 On the event of fibre link failure or Breakdown, MePTCL will lodge a complaint via telephone/fax/mail etc. Restoration works should be attended as early as possible and information on the situation at breakdown site should be made available to the concerned officer of MePTCL within eight (8) hours from the time of lodging the complaint, Maximum acceptable down time will be twenty four (24) hours.
- 4.13 Any failure to respond to the complaint lodged by the concerned officer with regard to optical link failure within twenty four (24) hours will attract a penalty at the rate of Rs 1000/- (rupees one thousand) only per day, except under extreme conditions involving natural calamities and any other unforeseen situation beyond the control of both parties.
- 4.14 Fault intimated and / or noticed after award of the contract shall be rectified by the contractor at no extra cost.
- 4.15 The owner reserves the right to modify and amend of the above stipulated conditions / criterion depending upon priorities vis-à-vis urgent commitment.
- 4.16 The contractor shall deposit a performance guarantee within ten (10) days of award of contract in the form of security deposit for an amount equivalent to 10% of the contract value of the work in the form of Bank Guarantee / Fixed Deposit valid for a period of fifteen (15) months with effect from the date of LOA. The amount will be refundable to the contractor by the owner upon after expiry of the agreement and after adjusting such dues or claims or both as may remain unpaid by the contractor to the owner. No interest shall be paid on the security deposit / performance guarantee.
- 4.17 The Contractor will obtain license, if any, required under the local or central laws for providing the AMC services to the Owner.
- 4.18 This contract will be for a period of one (1) year from the date of execution of these presents. The Owner shall, in the event of the Contractor committing any breach of any of the terms and conditions of this contract or if the services provided by the Contractor is considered to be unsatisfactory by the Owner or for any other reason considered by the Owner as sufficient, be entitled to terminate this contract by giving one month's notice in writing and the Contractor shall not be entitled to any compensation in case of such termination. The Contractor may also terminate this contract by giving two month's notice in writing to the Owner.
- 4.19 On expiry or earlier termination of this contract, the Contractor shall cease to have any say on the AMC of the OFC for the above mentioned sections.

4.20 On acceptance of the award, the contractor shall within three days from date of award sign an agreement with MePTCL.

5.0 CONTRACT PRICE

The contract price shall remain FIRM till complete execution of the contract.

6.0 TAXES AND DUTIES

The contract price offered by the Firm for providing the above AMC of the OFC shall be inclusive of taxes, duties and cess, etc.

7.0 TERMS OF PAYMENT

7.1 The payment to the Contractor for the performance of the work under the contract will be made in four equal quarterly installments to be paid at the end of each quarter of the AMC period after deducting penalties, if any, as per specified terms and conditions.

(a) Submission of detail invoice in triplicate.

(b) Certification by site engineers against work done by the contractor as per the contract.

7.2 Taxes applicable as per the Central & State Government directives shall be deducted at source. Claim for exemption, if any, shall be supported by necessary exemption certificates by the Contractor well before time.

7.3 All payment made during the contract shall be on-account payment only and in Indian Rupees only. All bank charges shall be borne by the Contractor.

7.4 90% (ninety percent) of the contract price component shall be paid on progressive quarterly basis depending on the actual work done against invoice submitted.

7.5 The balance 10% (ten percent) of the contract price component shall be paid after successful completion of the contract period.

8.0 CONTRACT PERIOD

The work for providing of Annual Maintenance Contract of ADSS Optical Fibre Cable along the existing 132 kV transmission tower network of MePTCL in the section between (i) 132 kV Umiam sub-station and NEHU SLDC; (ii) 400/220/132 kV Killing sub-station and 132 kV EPIP-II (Norborg) sub-station; (iii) 132 KV EPIP-II sub-station and 132 kV EPIP-I sub-station; (iv) 132 kV EPIP-II sub-station to Umtru Power station and (v) 132 kV Lumshnong sub-station to 132 kV Khliehriat sub-station shall be for a period of 1 (one) year from the date of signing of contract, which can be extended on mutually agreed terms and conditions.

9.0 TAKING OVER BY THE OWNER

On the expiry of this contract, the responsibility of the Contractor for Annual Maintenance Contract of ADSS Optical Fibre Cable along the existing 132 kV transmission tower network of MePTCL in the section

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between (i) 132 kV Umiam sub-station and NEHU SLDC (ii) 400/220/132 kV Killing sub-station and 132 kV EPIP-II (Norborg) sub-station (iii) 132 KV EPIP-II sub-station and 132 kV EPIP-I sub-station (iv) 132 kV EPIP-II sub-station to Umtru Power station (v) 132 kV Lumshnong sub-station to 132 kV Khliehriat sub-station, will cease unless the Owner & the Contractor mutually agree to extend the contract.

10.0 TERMINATION OF CONTRACT

In the event of non-satisfactory work performed by the Contractor under this contract, the Owner may terminate the contract after serving thirty (30) days advance notice in writing. Similarly, in the event of default made by the Owner under the contract, the Contractor shall have the right to terminate the contract after serving sixty (60) days written notice to the Owner.

11.0 SETTLEMENT OF DISPUTE

Any dispute(s) arising out of this contract shall be settled by mutual discussion between the Parties (i.e. Owner and the Contractor) within a period of sixty (60) days from the date of dispute(s). In case the dispute(s) cannot be settled amicably within the aforesaid period, the same shall be referred to the appropriate Court of Law at Shillong only by the aggrieved Party to this contract for final decision/adjudication. The Contractor shall not and cannot claim any type of compensation of any amount or other payment whatsoever arising out in any manner during or after performance of the contract.

12.0 MePTCL is not bound to accept the lowest tender or any tender and may reject any or all tenders without assigning any reason whatsoever.

13.0 VALIDITY OF OFFER:

The offer shall be valid for 180 days.

14.0 BID PRICE

Sl. No.	Item	Unit Rate (Rs)	Tax (If any) (Rs)	Unit Rate + Tax (Rs)	Total Amount (Rs)
1.0	Annual Maintenance Contract of Optical Fibre cables laid along the existing 132 kV transmission tower network of MePTCL as detailed above for one year.				

ANNEXURE – A

Sl. No.	Properties	Remarks
1	Inspection and reports	
1.a	Visual line inspection and report	Quarterly
1.b	Healthiness of the link in terms of optical signal loss using OTDR analysis	Quarterly
1.c	Patrolling of line after heavy rainfall and storm is reported	Within 48 hours
2	Attending defects	
2.a	Sagging of line due to failure of stringing accessories	Within 24 hours
2.b	Failure of looping and joint box clamps resulting in dropping of both to the ground once observed or reported	Within 24 hours
2.c	OFC communication link failure due to any break, bend or burn of ADSS OFC or Joint Box	Within 24 hours
2.d	Inspection and replacement of Patch Cords in case found faulty between any SDH equipment and its adjacent FODP	Within 24 hours

ANNEXURE – B

Sl. No.	Particulars	Units	Maximum Permissible Losses
1.a	Fibre Attenuation (intrinsic loss) @ 1310 nm	dB/Km	0.35
1.b	Fibre Attenuation (intrinsic loss) @ 1550 nm	dB/Km	0.21
2	Splice Loss	dB/splice	0.05
3	Connector Loss	dB	1.0
4	Optical Path Penalty	dB/connector	1.0
5	Maintenance Margin	dB/Km	0.025
6.a	Maximum Dispersion @ 1310 nm	ps/nm.Km	6.0
6.b	Maximum Dispersion @ 1550 nm	ps/nm.Km	18.0
7	Cable Drum Length (Joint Splice Distance)	Km	3.0

NB: The above measured values shall be recorded by an OTDR and a Power Meter.