



O/o the Executive Engineer(E)  
BSNL Electrical Division,  
6<sup>th</sup> floor, BSNL staff quarters,  
D-TAX building Velampeta,  
Visakhapatnam-530001,  
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## **TENDER DOCUMENT**

**NIT NO: 64 /EDVM/2020-21**

**Name of the work: SITC of free cooling arrangement with exhaust fans under Project OJAS in stand alone BTS sites under Vizianagaram SSA phase -2 (15sites)**

**Estimated Cost: Rs. 1,97,904-00**

Name of the Agency .....  
Address .....  
Telephone No: .....

This tender document contains 24 (Twenty Four only) Pages.

Executive Engineer (E)

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**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)  
**NOTICE INVITING TENDER (EW-6)**

The Executive Engineer (E), BSNL Electrical Division, VISAKHAPATNAM-530001, Phone: 08912544604 on behalf of BHARAT SANCHAR NIGAM LIMITED invites **item rate tenders** from the eligible Firms / Contractors for the following work.

|    |   |  |
|----|---|--|
| 1  | NIT No.   | <b>64/BSNL/EDVM/2020-21 dtd.16.12.2020</b>   |
| 2  | Name of Work  | SITC of free cooling arrangement with exhaust fans under Project OJAS in stand alone BTS sites under Vizianagaram SSA phase -2 (15sites) |
| 3  | Estimated Cost put to tender  | <b>Rs. 1,97,904-00</b>   |
| 4  | Earnest Money   | <b>Rs. 3958-00</b>   |
| 5  | Cost of Bid Document  | <b>Rs 590-00(Non refundable)</b>   |
| 7  | <b>Time allowed for completion of work</b>  | <b>2 months</b>  |
| 9  | Last date & Time for sale of tender forms   | <b>Up to 16.00 Hrs. on 29.12.2020</b>  |
| 10 | Last date & Time for submission of Tender documents   | <b>Up to 15.00 Hrs. on 30.12.2020</b>  |
| 11 | Time & date of opening of Tender documents  | <b>At 15.30Hrs on 30.12.2020</b>   |
| A  | <b>ELIGIBILITY CRITERIA</b><br><b>The Firms who fulfill the following requirements shall be eligible to bid</b>   |  |
|    | <p>1. Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to tender.</p> <p style="text-align: center;">AND</p> <p>BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.</p> <p style="text-align: center;">OR</p> <p>2. Experience of having successfully completed similar works in Central Government/State Government /Central Autonomous Body/Central Public sector Undertaking during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p style="padding-left: 40px;">a. Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">b. Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">c. One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender.</p> |  |

**B. Important Notes:**

- Self-Attested Documentary proof, satisfying the eligibility conditions detailed above shall be submitted.
- The Tenderer should submit self-attested copies of valid GST registration Certificate, Electrical License, CA certificate for turnover, PAN card, EPF Registration certificate (if applicable) and ESI Registration certificate (if applicable).
- The Tenderer should submit List of works completed of the requisite magnitude along with attested copies of certificate, testimonials of the satisfactory certificate from the department concerned obtained from an officer not below the rank of Executive Engineer. The credentials should be certified by any BSNL Executive, and if it is not certified by a BSNL Executive, then original documents shall be produced at the time of tender opening
- The intending tenderer shall furnish the cost of Tender document in the form of Demand draft of a Scheduled Bank or Nationalized Bank/ State Bank guaranteed by Reserve Bank of India. The DD for **Rs.590-00/-** (Inclusive of all Taxes) which is non-refundable, shall be drawn in favour of **"Accounts officer (cash), O/o. GMTD, BSNL, SRIKAKULAM"**
- Earnest Money amounting to Rs. 3958-00/-** in the form of demand draft/FDR/ BG / CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of **"Accounts officer (cash), O/o. GMTD, BSNL, SRIKAKULAM,"** must accompany each tender. The Validity period of EMD is 90 days, from the date of opening of tender.
- The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.
- Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

8. The Bid documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with and other necessary documents , can be seen and downloaded from website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in).
9. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED ( BSNL EW-8) are available on BSNL website [http://electrical.bsnl.co.in/BSNL\\_EW-8.pdf](http://electrical.bsnl.co.in/BSNL_EW-8.pdf) as well as in the Division Office.
10. The Tender shall be submitted in two sealed covers marked as cover 1st and Cover 2nd. the First cover shall contain Earnest Money Deposit in the shape of Demand Draft / Pay Order of a Scheduled Bank or Nationalised Bank/State Bank guaranteed by Reserve Bank of India drawn in favour of **Accounts Officer (cash) O/o. GMTD, BSNL , SRIKAKULAM**, and the second cover should contain the tender document. In case the first cover is not annexed or Earnest Money is not in proper form , the second cover containing tenders shall not be opened at all.
11. Conditions and tender forms can be had from this office up to **4.00P.M on 29.12.2020** on payment of tender cost (as indicated above non-refundable) by DD in favour **of Accounts officer (cash), BSNL O/o. GMTD ,BSNL, SRIKAKULAM.**
12. In case holiday is declared on the opening day, the tenders will be opened on the next working day.
13. The firm who quotes on the tender downloaded from the website shall be strictly follow the following procedure.
  - a. The tenderer shall submit the tenders in two sealed covers marked as 1st cover and 2nd cover.
  - b. The first cover should contain the following :
    - i. Earnest Money Deposit (EMD) in the shape of Demand draft/ pay order of a Scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India or Bank Guarantee bond drawn in favour of the Accounts officer (cash), BSNL O/o. GMTD , GUNTUR Cost of the tender documents in the shape of DD.
    - ii. The Credentials of tenderer self attested or certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of opening.
  - c. Second envelope shall contain duly filled tender document.
14. The Name of work, Name of tenderer and last date of receipt of tender should be mentioned on each envelope. In the absence of which the tender shall not be considered and unopened tender returned forthwith.
15. The first envelope containing tender fee, attested documents proving fulfilment of eligibility criteria and EMD in proper form shall be opened first.
16. The second envelope shall not be opened in case:
  - a. Tender fee is not submitted in proper form
  - b. EMD is not in proper form
  - c. Firm fails to fulfill eligibility criteria on the basis of document submitted in the first envelope.
  - d. If any difference/ discrepancies found between downloaded tender form, any hard copy issued from division office, the contents in Draft NIT issued from EE (E)'s office will be final & binding.
17. Both the first & second sealed covers shall be deposited in the tender box provided in the office of Executive Engineer (Electrical), BSNL Electrical Division, VISAKHAPATNAM up **to 15.00Hrs on 30.12.2020** and shall be opened on the same day at 15.30 Hrs in presence of AO, SDE [E-P] and contractors present.
18. **Tenders received by post or courier shall not be accepted.**
19. In case the agency fails to start any awarded work, Performance Guarantee for the awarded amount shall be forfeited Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.
20. Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL EW-6/8**, which is available on BSNL website [http://electrical.bsnl.co.in/BSNL\\_EW-8.pdf](http://electrical.bsnl.co.in/BSNL_EW-8.pdf) Tenderer shall quote his rates as per various terms and conditions of the said form.
21. The time allowed for carrying out the work will be as mentioned above.
22. In case the eligibility credentials are found to be fake or falsified at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.
23. **Performance Guarantee (PG):** -The Firm shall have to furnish Performance guarantee @ 5% of the contract value of the individual contract within two weeks of the date of issue of award letter in the form of Bank guarantee on a Nationalized/Scheduled bank in standard format (Annexure-III)/ CDR/ FDR/ DD. This period can be further extended by the Engineer-in-Charge upto a maximum period of two weeks on written request of contractor. **This performance guarantee**

**shall be submitted to the Electrical Division in the name of concerned Accounts officer of the SSA where work is to be executed and shall be valid for 12 months from the date of actual completion of individual work.**

**24. Security deposit:**

- A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% (i/c 5% PBG) of the Tendered value of the individual agreement. This Security Deposit shall be released after an observation period of 12 months after the date of completion of work.
25. The acceptance of a tender will rest with the **Executive Engineer (E), BSNL, Electrical Division, Visakhapatnam** who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
  26. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
  27. The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
  28. The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the partners and in respect of a limited company by all the Directors of the company.
  33. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. 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).
  34. The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. The format of the certificate to be given is enclosed (Annexure-IX).
  35. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractors' service.
  36. The tender for the works shall not be witnessed by the contractor or contractors who himself/themselves has/ have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
  37. It will be obligatory on the part of the tenderer to sign each page of the Schedule of work and the tender documents for all the component parts and after the work is awarded he will have to enter into a separate agreement with the officer concerned.
  38. Any tender not submitted in proper manner or not as per the directions of ONLINE submission, BSNL will be at liberty to take such action as it may deem fit without any reference to the tenderer.
  39. The tenders for the work shall remain open for acceptance for a period of **90 days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely.
  40. **Extension of tender validity:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
  41. The contractor should read the tender documents carefully before submitting the tender. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
  42. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard BSNL EW-8 form.
43. EPF PROVISIONS: The agency has to comply with the provision of EPF and miscellaneous provisions Act - 1952 and employees Provident Fund scheme-1952 as amended up to date in respect of labours/employees engaged by them for this work. Any consequences arising due to non-complying of provisions as specified above shall be of the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per the prescribed proforma (Annexure X).
44. The site for the work shall be made available in parts.
45. If any terms and conditions mentioned in this NIT document are in contravention to BSNL EW6/EW 8 General Conditions of Contract, the terms and conditions mentioned in this document shall prevail.

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**Lr.No: EEE/BSNL/EDVM/2020-21/338**

**Dated : 16-12-2020.**

- 1) The Chief Engineer (E), BSNL AP Zone, Hyderabad for kind information.
- 2) The Superintending Engineer (E), BSNL Electrical Circle, Vijayawada for kind information.
- 3) The Executive Engineer (E), BSNL, Electrical Div. VJ/TPT for information
- 4) SDE (E) Electrical Sub Division **VISAKHAPATNAM / SRIKAKULAM / VIZIANAGARAM RAJAHMUNDRY**

Executive Engineer (E)

**TENDER SUBMISSION FORMAT**

To,  
The Executive Engineer (E),  
BSNL Electrical Division,  
VISAKHAPATNAM.

**Subject:** Submission of Tender for the work of “: **SITC of free cooling arrangement with exhaust fans under Project OJAS in stand alone BTS sites under Vizianagaram SSA phase -2 (15sites) ..**”

As per tender publication advertised by your office and display of Notice Inviting Tender on web site [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) . We are hereby submitting the following documents duly self-attested.

**ENVELOPE – I**

| S.N. | DOCUMENTS  | DETAILS                                       |
|------|--|---|
| 1    | <b>Tender due on</b>                                       |   |
| 2    | <b>Tender Cost.</b>  |   |
| a.   | Demand Draft No.   |   |
| b.   | Date   |   |
| c.   | <b>Amount (Rs590-00/- )</b>                                |   |
| d.   | Name of Bank and Branch                                    |   |
| e.   | In favor of  | <b>AO (cash), O/o .GMTD, BSNL, SRIKAKULAM</b> |
| 3.   | <b>Earnest Money Deposit</b>                               |   |
| a.   | DD / FDR / CDR /BG No.                                     |   |
| b.   | Date   |   |
| c.   | <b>Amount (Rs 3958-00/- )</b>                              |   |
| d.   | Name of Bank and Branch                                    |   |
| e.   | In favor of  | <b>AO (cash), O/o .GMTD, BSNL, SRIKAKULAM</b> |
| 4.   | <b>Details of firm / Company</b>                           |   |
| a.   | Name of firm / Company                                     |   |
| b.   | Name of Proprietor / Partner / Managing Director           |   |
| c.   | Address  |   |
| d.   | Pin Code   |   |
| e    | Telephone  |   |
| f    | E– mail address (MANDATORY)                                |   |
| 5.   | Income Tax returns / Chartered Accountant Certificate Date |   |
| 7.   | GST No.  |   |
| 8.   | EPF Registration No.                                       |   |
| 9.   | ESI Registration No.                                       |   |
| 10.  | Bank details of agency for RTGS/online payment             |   |
| a    | Bank Account No:-  |   |
| b    | Bank Name & Branch:-                                       |   |
| c    | IFSC code:-  |   |

I, \_\_\_\_\_ proprietor/ duly authorized representative of M/s. \_\_\_\_\_ hereby certify that the information given above is true to the best of my knowledge and belief. I have been duly authorized to sign and certify the documents. I understand that any wrong information/suppression of facts will disqualify us from being considered for the tender participation.

Place :  
Date :  
Seal:

Yours sincerely  
  
(Signature)  
(Name in block letter)

**BHARAT SANCHAR NIGAM LIMITED**  
**ELECTRICAL WING**

**Tender for the work of :- "SITC of free cooling arrangement with exhaust fans under Project OJAS in stand alone BTS sites under Vizianagaram SSA phase -2 (15sites)"**

**UNDERTAKING**

- I/we have read and examined the Notice inviting tender, Important note for the contractors, Schedule of quantity, Data sheet, Specifications applicable drawings & designs, conditions of contract and all other contents in the tender document for the work.
- I/we have read and examined the General Rules and Directions & Clauses of EW-8.
  - i) The name of work, time allowed for work, estimated cost, tender cost, mode & amount of EMD etc. wherever appearing in EW-6/8 shall be as per the notice inviting tender available on the web-site.
  - ii) In condition no. 17 of the EW – 6, the amount of EMD which can be forfeited is 50 %.
- I/We hereby tender for the execution of the work specified for BSNL within the time specified, as per schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
- I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
- A sum of **Rs.3958-00/-** is hereby forwarded in the form of CDR/FDR/DD or bank guarantee in department's attached format and manner (Annexure-I) as earnest money. If I/We, fail to commence the work specified I/We agree that the said BSNL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, as per condition no. 4 of "Important note for the contractors."
- I/We agree that the said EW-6/8 shall be made a part of the contract while entering into the agreement. (CAN BE DOWN LOADED at [http://electrical.bsnl.co.in/BSNL\\_EW-8.pdf](http://electrical.bsnl.co.in/BSNL_EW-8.pdf))
- I / we agree to furnish to BSNL Deposit at call receipt / FDR / Bank guarantee of a Nationalised / Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of letter of Acceptance. I / We agree to keep the Performance Bank Guarantee validity as per relevant clause of Notice Inviting Tenders.
- I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

**(Seal of the contractor)**  
**(Postal address)**

**(Signature of contractor)**  
**Dated .....**

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of BSNL for a sum of Rs.

(Rupees.....  
.....  
.....)

The letters referred to below shall form part of this contract Agreement.

- a)
- b)
- c)

For & on behalf of **BSNL**  
Signature

### GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contractor will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or by publication in Newspapers/internet (designated web page) as the case may be.
2. This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of performance guarantee to be deposited by the successful tenderer(s). Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer inviting tender shall also be open for inspection by the contractor at the office of Officer inviting tender during office hours.
3. In the event of the tender being submitted by a firm it must be signed by the authorized signatory.
4. Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.
5. Any person who submits a tender shall fill up online tender at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any conditional rebates will be summarily rejected. However, tenders with unconditional rebate will be acceptable. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the works to which they refer written on the envelopes. The rates(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
6. The Officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same without any interest.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and, will not be bound to accept the lowest or any other tender.
8. The memorandum of work tendered for and the schedule of materials to be supplied by BSNL shall be filled and completed in the office of the Officer inviting tender before the tender form is issued.
9. The tenderer shall sign a declaration under the officials Secret Act, 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
10. All rates shall be quoted on the tender form only.
11. Procedure for dealing with ambiguities in rates: if on check there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed:-
12. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
13. Other agencies will also simultaneously execute the works like horticulture, external services, installation of telephone exchange equipment and other building works for the same project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.
14. Some restrictions may be imposed by the security staff etc on the working and/or movement of labour, material etc. The contractor shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.
15. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
16. Agency has to observe all labour rules and regulations in force. Agency shall be fully responsible for any violation observed at any time. Bye laws Indemnity against liabilities
17. The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.
18. The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages , costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor.
19. All liabilities / penal recoveries on matters arising out of tax/excise /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc, shall be borne by the contractor.
20. Rates quoted by the contractor shall be firm and shall be valid for the currency of contract. No cost escalation shall be permitted during the currency of contract.



**PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied separately to each intending tenderer)

**SCHEDULE 'A'**

Schedule of quantities: Enclosed

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

| Sr. No. | Description of item | Quantity | Rates in figures and words at which the material will be charged to the contractor | Place of Issue |
|---------|---------------------|----------|--|----------------|
| 1       | 2                   | 3        | 4  | 5              |
| NIL     |                     |          |  |                |

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor

| Sr. No. | Description of item | Hire charges per day | Place of Issue |
|---------|---------------------|----------------------|----------------|
| 1       | 2                   | 3                    | 4              |
| NIL     |                     |                      |                |

**SCHEDULE 'D'**

Extra schedule for specific requirements/ document for the work, if any.

I. Important Note for Contractors: Appended from page 25 to page 31

II. Copy of Memo no. 5-1-12-EW/94 dt. 26/9/1996, Annexure – I (model form of Bank Guarantee): Appended from page 53 to 54.

**SCHEDULE 'E'**

Schedule of component of Cement, Steel, other materials, Labour etc. for price escalation.

**NIL**

**CLAUSE 10 CC**

Component of Cement expressed as per cent of total value of work

Xc \_\_\_\_\_ %

Component of Steel expressed as per cent of total value of work

Xs \_\_\_\_\_ %

Component of civil(except cement and steel) / Electrical construction Materials expressed as per cent of total value of work

Xm \_\_\_\_\_ %

Component of Labour expressed as per cent of total value of work

Y \_\_\_\_\_ %

NA

| <b><u>SCHEDULE 'F'</u></b>                   |   |
|--|---|
| Reference to General Conditions of contract. |   |
| Name of work:                                | SITC of free cooling arrangement with exhaust fans under Project OJAS in stand alone BTS sites under Vizianagaram SSA phase |
| Estimated cost of work:                      | <b>Rs 1,97,904-00/-</b>   |
| i) Earnest money :                           | <b>Rs. 3958-00/-</b>  |
| ii) Performance Guarantee :                  | 5% of tendered value of work.   |
| iii) Security Deposit :                      | 5 % of the tendered value of the work.  |
| GENERAL RULES and DIRECTIONS:                | Officer inviting tender: EE (E), BSNL Electrical Division, VISAKHAPATNAM  |
| Definitions:                                 | See below   |

|  |   |   |  |
|--|---|---|--|
| 2(v) Engineer-in-Charge  | Executive Engineer (E), BSNL Electrical Division                        |   |  |
| 2(viii) Accepting Authority  | Executive Engineer (E)<br>BSNL Electrical<br>Division,<br>VISAKHAPATNAM |   |  |
| 2(x) Percentage on cost of materials and labour to cover all overheads and profits.  | 10%   |   |  |
| 2(xi) Standard Schedule of Rates   | NA  |   |  |
| 2(xii) Department  | BSNL  |   |  |
| 9(ii) Standard CPWD contract Form  | BSNL EW Form 8 as modified and corrected up to date.                    |   |  |
| <b>Clause 1</b><br>i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days<br>ii) Maximum allowable extension beyond the period provided in i) above in days | 14Days  |   |  |
| <b>Clause 2</b><br>Authority for fixing compensation under Clause 2.   | SE (E)  |   |  |
| <b>Clause 5</b><br>Number of days from the date of issue of letter of acceptance for reckoning date of start Milestone(s) as per table given below :-  | days  |   |  |
| <b>Table of Mile Stone(s)</b>  |   |   |  |
| Sl. No.  | Description of Milestone (Physical)                                     | Time allowed in days (from date of start) | Amount to be with-held in case of non achievement of milestone |
| 1  | <b>NA</b>   |   |  |
| 2  |   |   |  |
| <b>OR</b>  |   |   |  |
| Sl. No.  | Financial Progress  | Time allowed (from date of start)         | Amount to be with-held in case of non achievement of milestone |
| 1  | 1/8 <sup>th</sup> (of whole work)                                       | 1/8 <sup>th</sup> (of whole work)         | NA   |
| 2  | 3/8 <sup>th</sup> (of whole work)                                       | 1/2 (of whole work)                       |  |
| 3  | 3/4 <sup>th</sup> (of whole work)                                       | 3/4 <sup>th</sup> (of whole work)         |  |
| 4  | Full  | Full                                      |  |
| Time allowed for execution of work.<br>Authority to give fair and reasonable extension of time for completion of work.   |   |   | 2 Months<br>EE (E)/SE(E)                                       |
| <b>Clause 7</b><br>Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.                        |   |   | As Applicable.   |
| <b>Clause 10CC</b><br>Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.  |   |   | NA   |

|   |  |
|---|--|
| <b>Clause 11</b><br>Specifications to be followed for execution of work                                       | Specifications as appended with Schedule of work.  |
| <b>Clause 12</b><br><b>12. 2 &amp; 12.3</b> Deviation Limit beyond which clauses 12.2 and 12.3 shall apply    | 50%  |
| <b>12.5</b> Deviation Limit beyond which clauses 12.2 and 12.3 shall apply for foundation work                | NA   |
| <b>Clause 16</b><br>Competent Authority for deciding reduced rates.   | Superintending Engineer (E)  |
| <b>Clause 30</b><br>Minimum Qualifications and experience required for Principal Technical Representative.    |  |
| i) Work with estimated cost put to tender more than Rs.2 lakhs but less than Rs.5 lakhs                       | Recognized diploma holder  |
| ii) Work with estimated cost put to tender more than Rs. 5 lakh   | Graduate or recognised diploma holder with three years experience  |
| c) Discipline to which the Principal Technical Representative should belong.                                  | Elect./ Mech   |
| d) Minimum experience of works  | Three (3) years.   |
| e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 30.2 & 30.5 | Rs.4,000/- p.m. for works costing above 5 lakhs.<br>Rs.2,000/- p.m. for works costing between 2 lakhs and 5 lakhs. |

#### DECLARATION

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)

It is to certify that

- 1) I / We have submitted the tenders in the proforma as downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2) I / We have submitted tender documents which are same / identical as available in the website.
- 3) I / We have not made any modification / corrections / additions etc in the tender documents downloaded from web by me / us.
- 4) I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.
- 5) I / We have signed (with stamp) all the pages of the tender document before submitting the same.
- 6) I / We have sealed the tender documents properly before submitting the same.
- 7) I / We have submitted the cost of tender along with EMD.
- 8) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 9) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
- 10) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, I / We may also be debarred for further participation in the tender in the concerned BSNL Electrical Zone & would also render me / us liable to be removed from the approved list of contractors of the Department.

Dated .....

(CONTRACTOR)  
(SIGN WITH SEAL)

## IMPORTANT NOTE FOR CONTRACTORS

The firm shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer.

### **1. EARNEST MONEY**

Firm has option to deposit Earnest Money in the form of CDR / FDR / DD or bank guarantee of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India in department's attached format and manner (Annexure-I). If the firm fails to start or withdraws from agreement, then as per relevant clause of the agreement, EMD @ 2% of the amount of agreement shall be forfeited from EMD available with the agreement or from any money due to the firm by the department under this contract or on any other account. Validity period of earnest money deposit shall be 30 days beyond the tender validity.

- (i) The EMD of all the unsuccessful tenders shall be released on issue of award letter to the successful tender.
- (ii) The EMD of the successful tenderer will be returned to the contractor without interest only after submission of performance guaranty of last LOI. The successful tenderer has to extend the validity of EMD as per BSNL requirements.

### **2. BID PRICES, TAXES AND DUTIES**

The bidder shall give the total composite price inclusive of all Central and State's Levies & Taxes on material, labour etc. except octroi / Entry Taxes. Octroi / Entry Taxes will be paid extra, as per actuals, wherever applicable on production of proof of payment / relevant invoices / documents.

The price approved by BSNL for procurement will be inclusive of levies and taxes, Packing, Forwarding, Freight and Insurance etc. except octroi / Entry Taxes.

(a) The total composite price shall comprise of unit price and all other components of price need to be individually indicated / quoted against the goods / material / service, it proposes to supply under the contract in the following manner :

- i) The Basic Unit price (Ex-Factory Price) of the goods / services / materials, GST Tax, Freight, Forwarding, Packing, Insurance and any other Levies / Charges already paid or payable by the supplier shall be quoted separately.
- ii) The liability to pay all taxes, levies etc. shall be of contractor and BSNL will not entertain any claim whatsoever in this respect.

(b) Duties and Taxes applicable if any:

**i) The firm shall furnish challans / invoices for availing input tax credit by BSNL**

**ii)** Vendors should furnish the correct HSN/SAC Code in the price Schedule. If the input tax credit under GST is found to be not admissible at any stage subsequently owing to wrong furnishing of tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid along with penalty if charged by the concerned authority.

**iii)** In case the input tax credit which could not be availed by BSNL as per the quotes indicated in the price schedules by the vendors and subsequently at any stage it is found that input tax credit is admissible as per GST Rules, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per GST Rules

**iv)** The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN/SAC Code where the code furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Rules.

**v)** If the supplier fails to furnish necessary supporting documents for input tax credit by BSNL, the amount pertaining to such Input credit will be deducted from the payment due to the firm.

**vi)** Invoice should clearly indicate breakup details of composite price i.e. basic unit price (Ex-Factory price) of the goods / services / materials, any other duties and taxes, Freight / Packing, Forwarding charges, GST etc.

**vii)** In case of any statutory variation in regard to GST or any other taxes, within the currency of individual agreement including extension of time period, the same shall be admissible as per actual prevailing rates of GST or any other taxes as applicable, subject to the condition that the reason for such extension of time period is not attributable to the agency.

### **3. EVALUATION OF BIDS**

**The evaluation and comparison of responsive bids shall be done on the basis of net cost to BSNL on the prices of all items included in schedule of work offered inclusive of Duties and taxes, Packing, Forwarding, Freight and Insurance charges etc but excluding input tax credit under GST. The Octroi / Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi / Entry Taxes will be paid extra, as per actual, wherever applicable, on production of proof of payment / relevant invoices / documents.**

### **4. INCREASE/DECREASE OF TENDER QUANTITY**

BSNL will have the right to increase / decrease up to 50% of the quantity of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract. In exceptional and unavoidable cases BSNL can increase the quantity of goods and services beyond 50% of the tendered quantity without any change in tendered and accepted unit price and also other terms and conditions as applicable at the time of award of contract.

## **5. Signing of Contract:**

The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall sign the contract within 15days consisting of the notice inviting tender, all documents including drawings, if any, forming the tender as issued at the time of invitation of tender & acceptance thereof together with any correspondence leading thereto.

The agreement to be signed on non-judicial stamp paper and the cost to be decided as per the prevailing local bye-laws or zonal head of the circle.

### **6.a) Tendered rates are inclusive of taxes and levies payable under the respective states.**

However, pursuant to the Constitution (Forty Sixth amendment) Act 1982, if any further tax or levy is imposed by statute after the date of receipt of tenders and the contractor(s) thereupon necessarily and properly pays taxes or levies the contractor(s) shall be reimbursed the amount so paid provided such payment if any is not in the opinion of S.E (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor(s).

(b) The contractor(s) shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and shall furnish such other information's /documents as the Engineer-in-Charge may require.

(c) The contractor(s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty Sixth amendment) Act 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.

## **7. PERFORMANCE BANK GUARANTEE :-**

The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee (of a Nationalized / Scheduled Bank in a standard format)/ CDR/FDR/BG/DD within two weeks from the date of issue of award letter. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work.

**Security Deposit:** In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work.

## **8. PAYMENT TERMS:-As per BSNL EW6 & EW8**

No payment will be made for goods rejected at the site on testing. Payment, if made for such items shall be recovered from subsequent bills or other bills.

**9.. PROGRAMME FOR EXECUTION:** -The firm shall execute the work as per detailed programme as mentioned in table of mile stones in schedule of proforma.

## **10.. STORES AND SAFETY:**

The contractor from his own sources shall arrange all the stores and materials required for the satisfactory completion of the work at work site. Lockable space for storing the materials may be provided on request from the contractor. However, safe custody of material stored at site will be the responsibility of the contractor.

## **11. PACKING, FORWARDING AND STORING AT SITE:**

Before dispatch to site, the equipment / components / materials shall be properly packed with polythene sheet and wooden planks for protection and avoiding transit damages and damage against storage in open area at transporters premises or at work site.

## **12. COORDINATION AT SITE:**

At the site of work as more than one agency may be working, full cooperation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the BSNL engaged in erection as well as doing normal routine work.

## **13. GUARANTEE AND DEFECT LIABILITY:**

(i) The guarantee shall be valid for twelve months reckoned from the actual date of completion. The contractor shall guarantee that all equipment shall be free from any defect due to the defective material and / or bad workmanship and also the equipment shall work satisfactorily with performance and efficiencies not less than the guaranteed values. The security deposit will be released only after the guarantee period.

(ii) Any part of equipment found defective during this period shall be replaced free of cost by the contractor. The service of the contractor's personnel, if required during this period shall be made available free of cost to the BSNL.

(iii) The contractor shall depute his representative within 24 hours of notification of the defect by the BSNL

(iv) A joint report shall be prepared by the representative of BSNL and the firm regarding nature of defects and remedial action required. Time schedule for such action shall also be finalized.

(v) In case the contractor fails to depute his representative within 24 hours of notification of the defect or fails to cause remedial action within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the contractor's risk and expenses and without prejudice to any other right.

## **14. NOT COVERED UNDER GURANTEE:-**

(a) Consequential losses and damages.

(b) Parts subject to normal wear and tear such as electrical contacts.

(c) Failure of parts due to corrosive atmosphere.

15. The list of approved make of various items is as per Annexure 'VI'

16. THE FIRM SHOULD NOTE THAT THE OFFERS WITH CONDITIONS INCLUDING THAT WITH CONDITIONAL REBATES WILL BE SUMMARILY REJECTED.

17. The contractor shall ensure fulfillment/compliance of the provisions of EPF & Misc.Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of labourers / employees engaged by them for performing the works of BSNL.

18. The Contractor shall not be permitted to tender for works in telecom circle of BSNL in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee in that Circle. Any breach of this condition by any contractor would be sufficient to debar from enlistment.

Note:- 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) wife (daughter-in-law), daughter(s) and, daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The certificate (As per Annexure-IX) shall be given by the proprietor in respect of proprietorship firm, by all the partners in respect of partnership firm and in respect of a limited company by all directors of the company. Govt. of India/ Financial Institutions nominees and independent non-official part time Directors appointed by Govt. of India or the Governor of the State and full time Directors of PSUs both State and Central are excluded from the purview of the above provisions.

19. The competent authority on behalf of the BSNL does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

20. The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

21. No exemption certificate for payment of EMD is acceptable.

22. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.

23. INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION/CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC.: If the CBI/Independent External Monitor (IEM)/Income tax/Sales Tax/Central Exercise/Custom Departments recommends such a course-Action will be taken as per the directions of CBI or concerned department.

#### ANNEXURE-I

#### MODEL FORM OF BANK GUARANTEE

#### BANK GUARANTEE BOND FOR EMD FOR AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB STATION WORKS WHEREVER THE AMOUNT OF EMD IS MORE THAN RS. 20, 000/-.

Whereas \_\_\_\_\_ (hereinafter called "The Contractor(s)") has submitted its Tender dated \_\_\_\_\_ for \_\_\_\_\_ (Name of work) \_\_\_\_\_ KNOW ALL MEN by these Presents that WE \_\_\_\_\_ OF \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "The Bank") are bound unto **ACCOUNTS OFFICER (CASH), O/O GMTD, BSNL** \_\_\_\_\_ (hereinafter called "The Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form : or
2. If the Contractor(s) having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity.
  - (a) Fails or refuses to execute the Contract.
  - (b) Fails or refuses to furnish Security Deposit in accordance with the conditions of Tender document.

WE undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Tender Document up to and including Thirty (30) days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Witness  
Name & Address of Witness

Signature of the Bank Authority

**ANNEXURE – II**  
**PERFORMANCE SECURITY GURANTEE BOND**

1. In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No. \_\_\_\_\_ dated: \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR after actual completion of work.

5. We (name of the bank) \_\_\_\_\_ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (Indicate the name of the Bank)

**ANNEXURE-III**  
**LIST OF APPROVED MAKES OF BSNL ELECTRICAL WING**

| S. No. | Item   | Makes   |
|--------|--|---|
| 1      | Engine                                       | Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)   |
| 2      | Alternator(Brushless)                        | Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd  |
| 3      | Battery (Lead Acid / Mntc. Free)             | Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard / manufacture approved make in case battery is of same make as that of Engine and supplied by the Manufacturer only ( Kirloskar, Cummins pulse etc) |
| 4      | HV Switchgear (Vacuum Circuit Breaker/SF6 )  | Biecco Lawrie / Crompton / Kirloskar / MEI / Jyoti Ltd  |
| 5      | Transformer (Oil filled / Dry type)          | ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar / Siemens   |
|        | a) Above 400 KVA                             |   |
|        | b) Up to 400 KVA                             | In addition to above makes, Uttam/Automatic Electric Gear(AEG)/Patson/Rajasthan Transformer and Switchgear  |
| 6      | Air Circuit Breaker                          | L&T/ Schneider Electric / Siemens   |
| 7      | MCCB(lcs=Icu)                                | L&T/ Schneider Electric / Siemens   |
| 8      | SDF units                                    | L&T/ Schneider Electric / Siemens/ HPL/Havells  |
| 9      | Power Contactors                             | L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)  |
| 10     | Change Over Switch                           | HPL / Havells / H-H Elcon   |
| 11     | Intelligent APFC Relay                       | L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB   |
| 12     | Bus Bar Trunking/ Sandwiched Bus Duct        | Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta   |
| 13     | Power Capacitors (MPP/APP)                   | L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati  |
| 14     | Digital/ KWHr meter                          | Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal/HPL/L&T/ABB  |
| 15     | Cold shrink HT/LT Cable Joint                | Denson / 3M(M-Seal )/ Raychem   |
| 16     | Rubber Matting                               | ISI mark  |
| 17     | MCB/ Isolator /ELCB/RCCB/ Distribution Board | Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL  |
| 18     | MS/ PVC Conduit                              | ISI mark  |
| 19     | Cable Tray                                   | MEM/Bharti/Ratan/Slotco/Profab  |
| 20     | HT/LT Cables                                 | ISI mark  |
| 21     | PVC insulated copper conductor wire          | ISI mark  |
| 22     | Centrifugal Pump                             | Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / WASP/Grundfos  |
| 23     | Submersible Pump                             | Crompton/Amrut / BE / Calama / Kirloskar / KSB  |
| 24     | Motors                                       | ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd  |
| 25     | Fresh Air Fans                               | GE / Khaitan/Almonard/Crompton  |
| 26     | Starter                                      | ABB / BCH / Schneider Electric / L&T / Siemens /  |
| 27     | Single Phase Preventer                       | L&T / Minilec / Siemens / Zerotrip  |
| 28     | GI/MS Pipe                                   | ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal / TTA / Tata/Zenith  |
| 29     | Foot Valve                                   | ISI mark  |
| 30     | Gate Valve                                   | Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul  |
| 31     | Compressors                                  | Carrier/Emerson copeland/York/Danfoss (for chillers only)   |
| 32     | Resin Bonded Glass wool                      | Fibre Glass / Pilkington / UP Twiga   |
| 33     | Expanded Polystyrene                         | BASF(India) Ltd.  |
| 34     | Gauge  | Feibig / H.Guru / Pricol  |
| 35     | Controls                                     | FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland  |
| 36     | Fine Filters                                 | Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirloskar/ Puromatic/ Purafill/  |



|    |                                   |   |
|----|-----------------------------------|---|
|    |                                   | Purolator / Tenacity  |
| 37 | GI Sheet                          | HSU Jindal / National / Nippon Denro / Sail / Tata  |
| 38 | Heat Detector                     | Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/<br>Wormald/Honeywell Essar/Notifier               |
| 39 | Ionization Detector               | Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor /<br>Wormald                                    |
| 40 | Photo Electric Smoke Detector     | Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald / System<br>Sensors                                    |
| 41 | Fire Panel (Microprocessor based) | Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel<br>Elect./Honeywell Essar/Notifier/Navin Systems |
| 42 | Sprinkler/ Hose Reel & Hose Pipe  | ISI mark  |
| 43 | Fire Extinguisher                 | ISI mark  |
| 44 | Lift                              | OTIS, Kone, Mitsubishi ,Schindler, Johnson,<br>Thyssenkrupp Elevator(India)   |

NOTE:1. Any other make approved by BSNL EW, corporate office till the last date of sale of tender is also acceptable.

2. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer/HT Panel/DG /AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.

**ANNEXURE-IV**  
**Declaration by Contractor**

I / We do hereby undertake to have gone through the terms & conditions / clauses of all the tender documents including Form EW-6, EW-8 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.

I/we hereby declare that no addition /deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website.

In case of failure to comply as above, our offer will stand withdrawn and the decision of tender opening officer in this regard shall be final & binding on me.

**Signature of contractor/authorized representative**  
**With seal of the firm**

**ANNEXURE-V**  
**UNDERTAKING TO ABIDE BY EW6 & EW8**

"I.....Son of.....  
.....Resident of.....hereby give an undertaking that I have read and I am aware of all the clauses and sub clauses of BSNL EW 6 & 8 forms and I confirm that I will abide by all the terms and conditions available in original standard BSNL EW 6 & 8 forms.

**(Seal of the firm)**

**(Dated Signature of Contractor)**

**ANNEXURE-VI**  
**Non relative Certificate**  
**(The format of the certificate as per clause 12 .3 of EW-6)**

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

**(Seal of the firm)**

**(Signature of Contractor)**

**ANNEXURE-VII**  
**UNDERTAKING REGARDING EPF PROVISIONS**

"I.....Son of.....  
.....Resident of..... hereby give an undertaking that

\* I/We have employed only -----persons in our establishment and hence the EPF and Miscellaneous provision Act, 1952 is not applicable to my /our establishment.

\* I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 \*\* and our registration no is----- --. We undertake to keep it valid during the currency of contract.

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

\* Strike out whichever is not applicable.

\*\* Attach a self-attested photo copy of the above said EPF registration certificate.

**(Seal of the firm)**

**(Dated Signature of Contractor)**

**ANNEXURE-VIII**

**UNDERTAKING REGARDING ESI PROVISIONS**

I.....Son of.....Resident of .....

hereby declare that:-

\* I/We have employed only ----- persons in our establishment and hence the ESI and Miscellaneous provisions Act,1948 is not applicable to my / our establishment.

\* I / We have registered under ESI Act 1948 and \*\* allotted Registration Number is.....We undertake to keep it valid during the currency of contract..

In case it is found that the information given by me / us is (are) incorrect / false, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to us / me.

\* Strike out whichever is not applicable.

\*\* Attach a self-attested photocopy of the above said ESI Registration Certificate OR self-attested photocopy of the latest ESI contribution slip along with above undertaking on a printed letter head.

**(Seal of the firm)**

**(Dated Signature of Contractor)**

**ANNEXURE – IX**

**COMPLIANCE STATEMENT**

We \_\_\_\_\_(name of the firm) state to comply in full manner with all the General, commercial, Technical, operating financial conditions of the Tender Document for the work **“:SITC of free cooling arrangement with exhaust fans under Project OJAS in stand alone BTS sites under Vizianagaram SSA phase -2 (15sites) ”..** without any reservation and deviation.

For and on behalf of (Name the company)

Signature of the authorized signatory of the bidder company.

**ANNEXURE – X**

**UNDERTAKING REGARDING EW 6 & 8**

We \_\_\_\_\_(name of the firm) hereby given undertaking that I/we have read and I/We are aware of all the classes of BSNL EW 6 & EW\* available in [www.electrical.bsnl.co.in](http://www.electrical.bsnl.co.in) . I/We confirm that I/We will abide by all the terms and conditions available in the BSNL EW 6 & EW 8 forms amended upto date.

For and on behalf of (Name the company)

**Annexure-XI**  
**SPECIFICATION FOR THE WORK**

1. The work shall be carried out as per current CPWD specifications for Electrical works as amended from time to time and Indian Electricity Rules as amended up to date.
2. The work shall be supervised by a qualified technical staff.
3. Layout of the work will be given by the Engineer in charge or his duty authorized representative at the site of work.
4. Earthing sets work shall be carried out in the presence of the Engineer-in-charge or his authorized representative.
5. samples of all the materials, fittings accessories switch gears etc ., shall be approved from the Engineer-in-charge before using the same on the work. Rejected material shall be removed immediately form the site of work.
6. The contractor will have to carry out the following test at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
  - 1) earth test
7. Any damages done to the building by the contractor during the executing of the work shall have to be made good at his cost and risk. If it is not done within a reasonable time determined by the Executive Engineer (E) then the same will be got done at his cost departmentally after giving notice to him.
8. The contractors will have to make arrangements to take the materials to site of work at his own cost and risk. Octroi if paid by the contractor for the materials supplied by the Department can be claimed by his against the original vouchers.
9. The contractor shall submit the completion plan as required vide general specifications for electrical works. Part-I (internal) & part - II (external) as applicable within 30days the completion of the work. In case of contractor fails to submit the completion plan as aforesaid he shall be liable to pay sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 2500/- as may be fixed by the S.E. (E).

**Contractor**

**Engineer in Charge**

## SPECIFICATION OF EXHAUST FANS

### A: 9" Exhaustfan (which shall be used as fresh air fan)

|                              |                           |
|------------------------------|---------------------------|
| 1. Impeller Type             | Propeller                 |
| 2. Sweep size                | 225mm                     |
| 3. Speed                     | 1350RPM                   |
| 4. No of blades              | 3/4                       |
| 5. Operating voltage         | 230Volts                  |
| 6. Minimum power consumption | 35Watts                   |
| 7. Construction of body      | Powder coated, Metal body |
| 8. Duty type                 | Heavy/medium              |

### B: 12" Exhaustfan (which shall be used as exhaust fan)

|                              |   |
|------------------------------|---|
| 1. Impeller Type             | Propeller   |
| 2. Sweep size                | 300 mm  |
| 3. Speed                     | 1400RPM   |
| 4. No of blades              | 4   |
| 5. Operating voltage         | 230Volts  |
| 6. Minimum power consumption | 90Watts   |
| 7. Construction of body      | Powder coated, Metal body   |
| 8. Duty type                 | Heavy   |
| 9. Max free air delivery     | 1710m <sup>3</sup> /hr  |
| 10. Type of motor            | Capacitor start and run type,<br>continuously rated, totally enclosed |
| 11. Insulation Class         | A and E   |
| 12. Sound level              | 50-55dB   |

### Specification for time switch

|                                  |  |
|----------------------------------|--|
| 1. Supply Voltage                | 240VAC   |
| 2. Frequency                     | 50/60Hz  |
| 3. Power Consumption(Max.)       | 2VA  |
| 4. Accuracy                      | ±1.5s/day at 20°C  |
| 5. Switching contact 1C/Ocontact | -AgCdO   |
| 6. Contact Rating                | Resistive 16A@250VAC, 0.25A@220VDC<br>Inductive (cosφ=0.6) 8A@250VAC, 0.1A@220VDC<br>Incandescent Lamp 1350W |
| 7. Power reserve                 | 150hrs   |
| 8. Memory locations              | N.A.   |
| 9. Storage Temperature           | -20°C to +55°C   |
| 10. Manual Over-ride             | Provided   |
| 11. Mounting                     | Flush, Base/DIN rail   |

**Name of Work: SITC of free cooling arrangement with exhaust fans under Project OJAS in stand alone BTS sites under Vizianagaram SSA phase -2 (15sites)**

| S.No | Description of Item  | Qty | Rate | Unit | Amount |
|------|--|-----|------|------|--------|
| 1    | Supplying and fixing of 12" Heavy duty exhaust fan with nominal speed of 1400 RPM suitable for operation on 230V, 50HZ AC Supply i/c drilling holes, providing fixing bolts and nuts etc., as required. (M/s. Almonard /Havells/ Crompton /Orient/Usha Smlr supr Make) | 1   | No   | Each |        |
| 2    | Supplying & fixing 2 Nos. 25 x 5 mm MS/GI Flats of 35 cms each on surface of wall / PVC wall panel ( for fixing of the exhaust fan) including drilling holes etc., as required.  | 1   | job  | job  |        |
| 3    | Providing opening of suitable size to the brick wall or PVC wall panel for fixing of the above 12" exhaust fan by cutting & making good the same etc., as required   | 1   | job  | Job  |        |
| 4    | Supplying and laying of 3 core 1.5 sq. mm PVC insulated copper conductor cable as required.  | 5   | Mtrs | Mtr  |        |
| 5    | Supplying and fixing of the analog time switch suitable for operation on 230V, 50HZ AC Supply etc., on surface of wall/ shelter wall panel as required. (M/s. L&T model FM-1 Quartz / Smlr supr model and make)  | 1   | No   | Each |        |
| 6    | Supplying and fixing of exhaust fan shutter suitable for 12" exhaust fan made with suitable 22 guage GI sheet i/c cutting, bending, welding, painting etc as required. (Will be provided wherever required)  | 1   | No   | Each |        |

- 7 Supplying and fixing of prefabricated Louvers frame of size 600 mm X 300 mm , made out of MS sheet and welded with GI wire mesh (1inch x 1Inch) in the back side on surface of wall/ PVC wall panel of shelter i/c making opening by cutting , finishing with suitable sealant complete as reqd. ( for fresh air arrangement)

1 No Each

Total for 1 site

Total for 15 sites

Add %GST

Grand Total

CONTRACTOR

**Executive Engineer (E)**  
**BSNL Electrical Division**  
**Visakhapatnam**