

APPLICATION FOR PARTICIPATION OF TENDER IN
BSNL ELECTRICAL SUB-DIVISION, VISAKHAPATNAM.

To

THE SUB-DIVISIONAL ENGINEER (E),
BSNL ELECTRICAL SUB-DIVISION,
Gr. FLOOR, (Adjacent to CANTEEN Building),
TELEPHONE EXCHANGE BUILDING COMPOUND,
VELAMPETA,
VISAKHAPATNAM - 530001

Sub: Submission of application for the work: SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam SSA. SH:- Pvdg Free cooling arrangement with Exhaust fans.

Ref: You're NIT No. 19/BSNL/EDVM/2019-2020

Sir,

I am / we are registered with BSNL Electrical Wing as Class Contractor (s) and our registration number is It is certified that as on date the said registration is valid up-to...

- a) I am / we are registered contractor (s) with the. also particulars of the authority and class and the limit of amount up to which I am / we are eligible to tender are furnished below:

| AUTHORITY | CLASS | TENDERING LIMIT |
|-----------|-------|-----------------|
| | | |
| | | |
| | | |

- b) It is certified that this / these registration (s) is / are valid as on date and I / we shall inform the department myself/our-self as soon as my/our registration expires or is canceled/ revoked.
- c) The particulars of work done are enclosed and the following 3(three) nos. of work completion certificates are submitted with respect to this N.I.T. in order to establish my/our eligibility for participation in tender.

| Sl. No. | Name of work | Amount of work done | Date of completion | Issuing authority |
|---------|--------------|---------------------|--------------------|-------------------|
| | | | | |
| | | | | |
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d) The list of works in hand (progress) with me / us in the format is given below (use separate sheet if required):

| Name of work | Name & particulars of division where work is being executed. | Value of work | Position of work in progress | Remarks |
|--------------|--|---------------|------------------------------|---------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- e) The current Bank Solvency Certificate (from Schedule Bank) as per registration certificate is enclosed herewith.
- f) The attested copy of the partnership deed is enclosed herewith.
- g) The declaration as required to be given by the tenderer in respect of Para ' 19 'PWD - 6 is also enclosed in the required format (... no).
- h) I / We will produce the original documents of all the attested copies submitted herewith whenever required by the department.
- i) I am / we are enclosing number of sheets including attested copies of documents listed above along-with my/our application.
- j) I / We request that permission may be granted to me/us for participating in the tender.

Yours faithfully,

Dated:

(CONTRACTOR)
(SIGN. WITH SEAL)

PHONE NOS.:

NAME:

E-MAIL ..
.....

ADDRESS:

D E C L A R A T I O N

(TO BE GIVEN BY THE TENDERER REGARDING RELATIVES AS PER PARA '19' OF PWD - 6. THIS SHALL BECOME A PART OF AGREEMENT)

Name of Work:

I, _____ s/o Sri resident of _____ hereby certify that none of my relative(s) as defined in Para '19' of PWD - 6)is / are employed in BSNL Electrical Zone, Andhra Pradesh.

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.

DATED:

(CONTRACTOR)
*(SIGN WITH SEAL)

* - To be signed & submitted as detailed in para '19' of PWD - 6.

(Certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company.)

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BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISES)
O/O the Sub Divisional Engineer (E) BSNL Electrical Sub Division,
Gr. FLOOR, ADJACENT TO CANTEEN, TELEPHONE EXCHANGE BUILDING
COMPOUND, VELAMPETA, VISAKHAPATNAM.
Phone: 0891-2544 342.

Lr. No: NIT/ BSNL / ESDV/19-20 / 110

Dated: 11.02.2020

NOTICE INVITING TENDER –No. 19/ BSNL/EDVM/2019-20

The Sub Divisional Engineer (E) BSNL Electrical Sub Division, Gr. FLOOR, ADJACENT TO CANTEEN, TELEPHONE EXCHANGE BUILDING COMPOUND, VELAMPETA, VISAKHAPATNAM, invites sealed item rate tenders on behalf of the Chairman, BSNL for the SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam SSA. SH:- Pvdg Free cooling arrangement with Exhaust fans. from enlisted contractors of BSNL of appropriate class.

| | | |
|----------|--|-------------------------------------|
| A | Estimated Cost: | Rs. 49,655-00 |
| B | Earnest Money | Rs. 993-00 |
| C | Last date of sale of tender | 20.02.2020 up to 16.00Hours. |
| D | Last date of receipt of tender: | 21.02.2020 up to 15.00Hours |
| E | Date of opening the tender | 21.02.2020 at 15.30Hours. |
| F | Tender Fee: | Rs177.00 (Non-Refundable) |
| G | Time for Completion | 3 months |
| H | Validity of the Tender | 90 days |

The Contractor shall submit and confirm

- Valid " Chartered Accountant certificate ", Valid Electrical License and Registration Certificate** with attested copies as applicable along with application on their printed letter heads for purchase of Tender.
- List of works completed of the requisite magnitude along with attested copies of certificate, testimonials of their satisfactory completion from the Department concerned obtained from an Officer not below the rank of Executive Engineer.
- The tenderer shall submit the tenders in 2 sealed covers marked as 1st and 2nd. Both cover should be separate and they should not be enclosed in a common 3rd cover. The first cover should contain the earnest money deposit in the shape of Demand Draft / Bank Guarantee / Pay Order of a schedule Bank of Nationalized Bank / State Bank guaranteed by Reserve Bank of India drawn in favour of **Accounts Officer (Cash)**, %GMTD,**BSNL, VISAKHAPATNAM** and the second cover should contain the tender documents. In case 1st cover is not annexed or Earnest Money is not in proper form, the 2nd cover containing tenders will not be opened at all. **In case holiday is declared on the opening day, the tenders will be opened on the next working day.**
- The blank application form & blank tender document (with conditions, schedule etc complete) can be downloaded from the website www.ap.bsnl.co.in** The tenderer who submit the tender after down loading from website have to submit eligibility conditions & tender fee in the shape of Demand Draft / Bank Guarantee / Pay Order of a Schedule Bank of Nationalized Bank / Bank guaranteed by Reserve

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Bank of India in favour of the **Accounts Officer (Cash)**, %GMTD,BSNL, **VISAKHAPATNAM** in a separate envelope superscripted as "**Tender Fee & eligibility conditions**". Other envelopes are marked as 1st & 2nd as above. During tender opening envelopes of tender fee & eligibility condition will be opened first, if tender fee is not in order or agency does not fulfill eligibility conditions as per NIT, envelope super scribed as 1 & 2 will not be opened at all. Tender Fee once submitted will not be refunded.

5. Eligibility of agency shall be checked only on the basis of documents given in Envelope "**Tender Fee & Eligibility Conditions.**" No additional document will be entertained during tender opening.

The tenderers who do not want to download from Web site can also obtain the conditions and tender documents from the office of **Sub Divisional Engineer (E) BSNL Electrical Sub Division, Gr. FLOOR, ADJACENT TO CANTEEN BLOCK, TELEPHONE EXCHANGE BUILDING COMPOUND, VELAMPETA, VISAKHAPATNAM**, up to 16.00 Hrs. on or before **20.02.2020** on all working days on payment of **Rs.177/-** (non-refundable) per set by Cash / DD drawn in favor of **Accounts Officer (Cash)**, %GMTD,BSNL, **VISAKHAPATNAM**

6. **INSTRUCTIONS FOR TENDERERS USING DOWNLOADED TENDER DOCUMENT FROM WEB:** The down-loaded "tender document" in which rates are quoted should be **properly bound and sealed**. The loose / spiral bound tenders shall be rejected out-rightly. In case of any correction / addition / alteration / omission in the tender document, it shall be treated as non-responsive and shall be rejected. Every page of down-loaded tender shall be **signed by tenderer with stamp (seal)**. The tenderer shall furnish a **declaration** to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site etc. **The printout should be taken on suitable paper only.** The tenderer should also carefully read the important instructions to tenderers who have down loaded the tender document from web given in [page '4'](#) of the tender document before submitting the tenders.

The tenders received through POST / COURIER shall not be entertained.

Conditional Tenders or Tenders with conditional rebate shall be summarily rejected.

Note: 1)The conditional tender shall be summarily rejected.

2)The company or the firm or any other person is not permitted to tender for works in BSNL unit in which his near relative (s) is (are) posted.

3)The tender documents shall not be sent through courier/post. The tender documents received through courier/ post shall not be opened / considered at all.

SUB DIVISIONAL- ENGINEER (E),

Copy to:1. The General Manager, BSNL Telecom District, VISAKHAPATNAM

2. SE (E), BSNL Electrical Circle, Vijayawada / Hyderabad Through "e-mail".

3. EE (E), BSNL ED, HYD-I / HYD-II / ATP / WAL / VJA / Tirupathi Through "e-mail"

4. AO (E), BSNL Electrical Division, VISAKHAPATNAM.

5. SDE (E), BSNL ESD, VIZIANAGARAM / RAJAHMUNDRY Through "e-mail"

6. Notice Board.

7. Web site www.ap.bsnl.co.in

SUB DIVISIONAL ENGINEER (E).
BSNL ELECTRICAL SUB-DIVISION,
VISAKHAPATNAM.

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TENDER DOCUMENT

FOR

THE WORK OF-----

SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam SSA.

SH:- Pvdg Free cooling arrangement with Exhaust fans.

SUB DIVISIONAL – ENGINEER (E),
BSNL ELECTRICAL SUB- DIVISION
VISAKHAPATNAM

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NAME OF TENDERER:

Address:

NAME OF WORK: SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam SSA. SH:- Pvdg Free cooling arrangement with Exhaust fans.

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SUB DIVISIONAL – ENGINEER (E),
BSNL ELECTRICAL SUB- DIVISION
VISAKHAPATNAM.

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IMPORTANT INSTRUCTIONS TO ALL TENDERERS

All tenderer should read the following important instructions carefully before actually quoting rates:-

01. The tenderers should be **read carefully & understand all the Conditions for the contract, Schedule of quantity etc** attached with the tender document before actually quoting for the work.
02. The tenderers **who have downloaded the tender document from the web** should read the important instructions & declaration given in pages '3' to '6' carefully before submitting the tenders.
03. Earnest Money & tender shall be placed in separate sealed covers marked "EMD" & "TENDERS" respectively. The EMD cover shall be attached to the main sealed cover containing the tender documents. The tenders of Tenderers who do not enclose the EMD in a separate cover or if the EMD is not appropriate form for encashment, tender shall not be considered for opening and will be rejected.
04. Any tender in which any of the prescribed conditions is not fulfilled or any conditions including that of conditional rebates is put forth by the tenderer shall be summarily rejected. However any unconditional rebate offered before the opening of the tenders shall be considered.
05. Near relatives of the BSNL employees shall not be permitted to tender and all the intending tenderers will have to give a certificate that none of his / her near relatives as defined in Para 14 of BSNL W-6 in the format enclosed.
06. The rates quoted shall include all taxes, royalty, signiorage charges that are applicable from time to time as per statutory rules of State / Central Government.
07. The rates shall invariably be written in figures and words and amount for each item worked out and filled in the schedule. All corrections made while filling shall be signed and seal affixed.

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SUB DIVISIONAL – ENGINEER (E),
BSNL ELECTRICAL SUB- DIVISION
VISAKHAPATNAM

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IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEB

The tenderers who have down loaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender documents:-

1. The tenderer should see carefully & ensure that the **complete tender document** including schedule of quantity **as per the index** given on page '2' has been down loaded & there are _____ (_____) **pages** in all in the tender document.
2. The printout of tender document should be taken on A4 size paper only & the printer
3. Settings etc are such that document is printed as appearing in the web & there is no Change in formatting, number of pages etc.
4. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
5. The tenderer should ensure that all pages in the down loaded tender document are **legible & clear &** are printed on a good quality paper.
6. The tenderer should ensure that **every page** of the down-loaded tender document is **signed by tenderer with stamp (seal)**.
7. On **page '2'** of the down loaded tender document, the name of the tenderer should be filled by the tenderer.
8. The tenderer should ensure that the down loaded tender document is **properly bound and sealed** before submitting the same.
9. The loose / spiral bound tenders, not properly sealed shall be rejected out-rightly.
10. In case of any correction/addition/alteration/omission in the tender document, it shall be treated as non-responsive and shall be rejected.
11. The tenderer shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.
12. The tenderer should read carefully & **sign the declaration** given on the next page before submitting the tender.
13. The **cost of tender** should be submitted as detailed in NIT.
14. In case of any doubt in the down loaded tender, the same should be got clarified from the **O/O.SUB DIVISIONAL ENGINEER (ELECTRICAL), BSNL ELECTRICAL SUB-DIVISION, VISAKHAPATNAM (Tel.No. 0891 2544342)** before submitting the tender.

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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) I have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the web.
- 9) 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.
- 10) 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.
- 11) 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)

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**BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

NOTICE INVITING TENDERS

Note: - (i) For corrections on the Form C.P.W.D 6, kindly refer English version only.
(ii) In case of ambiguity in Hindi and English version, English version will prevail.

WORK DETAILS:

| | |
|-----------|---|
| a) | NAME OF WORK: SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam SSA. SH:- Pvdg Free cooling arrangement with Exhaust fans. |
| b) | ESTIMATED COST: - Rs. 49,655/- . |
| c) | EMD: - Rs. 993/- |
| d) | Time: 3 months. |
| e) | SD: - 5 % of the tendered value of the work. |
| f) | PERFORMANCE GUARANTEE: 5 % of the tendered value of the work. |
| g) | COST OF TENDER DOCUMENT: - 177.00 (Non-refundable). |
| h) | PERFORMANCE GUARANTEE: 5 % of the tendered value of the work. |

1.1 The work is estimated to cost **Rs. 49,655/-**. This estimate, however, is given merely as a rough guide.

1.2 Tenders will be issued to eligible contractors satisfying under mentioned eligibility condition.

Eligibility Criteria: -

A) Financial Norms:

The contractors who are enlisted contractors of BSNL of appropriate class .

B) Physical Norms:

1a). **Valid " Chartered Accountant certificate ", Valid Electrical License and Registration Certificate** with attested copies as applicable along with application on their printed letter heads for purchase of Tender.

1b). List of works completed of the requisite magnitude along with attested copies of certificate, testimonials of their satisfactory completion from the Department concerned obtained from an Officer not below the rank of Executive Engineer.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8, which is available as Government of India Publication and for down load along with this tender document. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

3. The time allowed for carrying out the work will be 2 months indicated in the tender documents.

4 The site for the work shall be made available.

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- 5 Receipt of applications for issue of forms will be stopped by 1600 Hrs. two days before the date fixed for opening of tenders. Issue of tender forms will be stopped two days before the date fixed for opening of tenders.
- 6 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of works to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of [Sub Divisional Engineer \(E\) BSNL Electrical Sub Division, Gr. FLOOR, ADJACENT TO CANTEEN BLOCK, TELEPHONE EXCHANGE BUILDING COMPOUND, VELAMPETA, VISAKHAPATNAM](#), between hours of 11.00 AM and 04.00 P.M. everyday except on Sundays and Public Holidays. Tender documents, will be issued from his office, during the hours specified above, on payment of Rs.177.00 (Non-refundable) in cash.
- (B) The tenderer must produce a Chartered Accountants Certificate showing details of Income-tax returns duly filed and no dues are outstanding towards Income-tax, certificate before tender papers can be sold to him.
- 8 Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by [Sub Divisional Engineer \(E\) BSNL Electrical Sub Division, Gr. FLOOR, ADJACENT TO CANTEEN BLOCK, TELEPHONE EXCHANGE BUILDING COMPOUND, VELAMPETA, VISAKHAPATNAM](#), up to 03.00 P.M. On [21.02.2020](#) and will be opened by him or his authorized representative in his office on the same day at 03.30 P.M.
- 8.1 The tender shall be accompanied by earnest money (unless exempted), of Rs. [993/-](#) Receipt treasury Challan/ Deposit at Call receipt of a Scheduled Bank/Fixed Deposit Receipt of a Scheduled Bank/Demand Draft of a Scheduled Bank/ Bank guarantee in the Department's attached format and manner issued in favour of **Accounts Officer (CASH), %GMTD,BSNL Visakhapatnam**. The Bank guarantee shall be accepted only if it is valid for 120 days or more after the date of opening of tenders and is pledged in favour of **Accounts Officer (CASH), %GMTD,BSNL Visakhapatnam**.
- A contractor exempted from depositing earnest money in individual cases, shall enclose with the tender an attested copy of the letter exempting him from depositing earnest money, in a manner described for earnest money in condition No. 8.2 below, and shall produce the original when called upon to do so.
- 8.2 The tender and the earnest money shall be placed in separate sealed envelopes each marked 'Tender' and 'Earnest Money' respectively. Both the envelopes shall be submitted together in another sealed envelope. The envelope marked "Tender" of only those tenderers shall be opened; whose earnest money placed in the other envelope is found to be in order.
- 9 The description of the work is as follows:
- [SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam SSA.](#)
[SH:- Pvdg Free cooling arrangement with Exhaust fans.](#)

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil. (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A

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tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution, of the work.

- 10 **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 the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.**

The Public enterprises that avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

- 11 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12 The competent authority on behalf of President of India 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.
- 13 The contractor shall not be permitted to tender for works in the Telecommunication/Postal (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the BSNL or in the Ministry of Communication. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 14 No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be canceled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any notifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
16. Rates quoted by the contractor in the tender both in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

17. All rates and discounts shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, ' Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

18. Sales-tax, purchase tax, turnover tax, service tax, works contract tax or any other tax or duty like octroi, local area development tax on materials / labor etc. in respect of this contract shall be payable by the contractor and BSNL will not entertain any claim whatsoever in respect of the same.

19. 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 contractors thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not. In the opinion of superintending engineer (whose decision shall be final and binding) attributable to delay in execution of work within the control of contractor.

20. BSNL shall deduct work contract tax, service tax, income tax and other statutory deductions from payments due to the firm as per rules of the state/Central Government. The Accounts Officer of the concerned Division shall issue certificates for such deductions to the firm.

21. This Notice Inviting Tender shall form a 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, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

 - b) Standard C.P.W.D. Form 8

Signature of Divisional Officer/ Sub-Divisional Officer

.....

For and on behalf of BSNL

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities: Appended from page 31-32

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 12 to page 15.
- II. Copy of Memo no. 5-1-12-EW/94 dated. 26/9/1996, Annexure – I (model form of Bank Guarantee): Appended from page 16 to page 17.
- III. Amendment in CPWD 8: Appended on page 20.

| SCHEDULE 'E' | | | | |
|--|--|----|------------|------------------|
| Schedule of component of Cement, Steel and other materials, Labor etc. for price escalation. | | | NIL | |
| <u>CLAUSE 10 CC</u> | | | | |
| | Component of Cement expressed as per cent of total value of work | Xc | _____ % | <u>NA</u> |
| | Component of Steel expressed as | Xs | _____ % | <u>NA</u> |

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| | per cent of total value of work | | | |
| | Component of civil(except cement and steel) / Electrical construction Materials expressed as per cent of total value of work | Xm | _____ % | NA |
| | Component of Labour expressed as per cent of total value of work | Y | _____ % | |
| SCHEDULE 'F' | | | | |
| Reference to General Conditions of contract. | | | | |
| | Name of work: | SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam SSA. SH:- Pvdg Free cooling arrangement with Exhaust fans. | | |
| | Estimated cost of work: | Rs. 49,655-00 | | |
| | Earnest money : | Rs 993-00 | | |
| | Performance Guarantee : | 5% of tendered value of work. | | |
| | Security Deposit | 5 % of the tendered value of the work. | | |
| | GENERAL RULES and DIRECTIONS: | Officer inviting tender SDE (E), BSNL Electrical Sub-Division, VISAKHAPATNAM. Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 and 12.3. | | |
| | Definitions: | See below | | |
| | 2(v) Engineer-in-Charge | SDE(E), BSNL ESD,VISAKHAPATNAM OR EE (E), BSNL ED, VISAKHAPATNAM. | | |
| | 2(viii) Accepting Authority | SDE(E), BSNL ESD,VISAKHAPATNAM OR EE (E), BSNL ED, VISAKHAPATNAM. | | |
| | 2(x) Percentage on cost of materials and labor to cover all overheads and profits. | 10% (Ten Percent only) | | |
| | 2(xi) Standard Schedule of Rates | | | |
| | 2(xii) Department | BSNL | | |
| | 9(ii) Standard CPWD contract Form | CPWD Form 8 as modified and corrected up to date. | | |
| | Clause 1 I)Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days ii) Maximum allowable extension beyond the period provided in I) above in days | 2 weeks | | |
| | Clause 2 Authority for fixing compensation under Clause 2. | SE (E) | | |
| | Clause 2A Whether Clause 2A shall be applicable. | No | | |
| | Clause 5 Number of days from the date of issue | 10 days (TEN DAYS) | | |

| | | |
|--|---|--|
| | of letter of acceptance for reckoning date of start Milestone(s) as per table given below :- | |
|--|---|--|

| Table of Mile Stone(s) | | | |
|-------------------------------|-------------------------------------|---|--|
| 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 | NA | | |
| OR | | | |
| Sl. No. | Financial Progress | Time allowed (from date of start) | Amount to be with-held in case of non achievement of milestone |

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

| SL. No. | Description of Item | Rates in figures and words at which recovery shall be made from the Contractor Rate in schedule 'B' plus 10% in case materials issued by Department. | |
|---------|--|--|--|
| | | Excess beyond permissible variation | Less use beyond permissible variation |
| 1 | Cement | NIL | NIL |
| 2 | Steel reinforcement | NIL | NIL |
| 3 | Structural Sections | NIL | NIL |
| 4 | Bitumen issued free | NIL | NIL |
| 5 | Bitumen issued at stipulated fixed price | NIL | NIL |

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 News papers/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. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders, who 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 other condition of any sort, including 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.

4. 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.
5. 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.
6. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Officer inviting tender and the

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contractors shall be responsible for seeing that he procures a receipt signed by the concerned Accounts Officer.

7. 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. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
8. The tenderer shall sign a declaration under the official 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.
9. Rates quoted by the contractor in the tender both in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
10. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
11. All rates and discounts shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, ' Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
12. Sales-tax, purchase tax, turnover tax, service tax, works contract tax or any other tax or duty like octroi, local area development tax on materials/ labour etc. in respect of this contract shall

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be payable by the contractor and BSNL will not entertain any claim whatsoever in respect of the same.

13. 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 contractors thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not. In the opinion of superintending engineer (whose decision shall be final and binding) attributable to delay in execution of work within the control of contractor.
14. In case of statutory variation in regard to excise duty, only in respect of package AC units, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However, beyond this period BSNL will take advantage of any duty reduction but will not pay extra on account of duty increase. Price adjustment provision on account of change in excise duty shall not apply in respect of equipment/components of equipment/materials, other than package AC units.
15. The contractor shall, keep necessary books of account 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 BSNL and further shall furnish such other information/ document as engineer-in-charge may require.
16. The contractor shall, within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of (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.
17. BSNL shall deduct work contract tax, service tax, income tax and other statutory deductions from payments due to the firm as per rules of the state/Central Government. The Accounts Officer of the concerned Division shall issue certificates for such deductions to the firm.
18. No concessional form except Sales Tax form 'C' shall be issued by BSNL. Form 'C' shall be issued to the firm as and when the firm makes request during the progress of work.
- 19. The contractor whose tender is accepted, will be required, for the fulfillment of this contract, to furnish performance guarantee by way of a Bank guarantee of a nationalized/schedule bank in a standard format within two weeks from the date of issue of award letter, an amount equal to 5% of the contract value of the work. The validity period of the performance guarantee shall be one year from the date of actual completion of work.**

20. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.
21. 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.
22. 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.
23. 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.
24. 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.
25. No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the government of India is allowed to work as a contractor for a period of two years of his retirement from government service without the previous permission of government of India. This 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 of government of India as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.
26. 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).

27. 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 Arch. /Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng. /Chief Arch. /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 firm certificate will be given by the sole proprietor, for partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company. 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
"I..... Son of
Sri. 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)

CONDITIONS OF CONTRACT

1. The 'contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the contractor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
 2. In the contract the following expression shall, unless the context there otherwise requires have the meanings hereby respectively assigned to them:-
 - i) The expression 'works' or 'work' shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional
 - ii) The 'site' shall mean the land / Building/ or other places on into or through which work is to be executed under the contract or any alternate land, building, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The 'contractor' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) BSNL means the Bharat Sanchar Nigam Ltd. Having its registered office at Sanchar Bhavan, 20, Ashoka Road, New Delhi-110001 and its corporate office at B-148, Statesman House, Barakhamba Road, New Delhi-110001 and its successors.
 - v) The 'Engineer-in-charge' means the Engineer officer or the sub-divisional Engineer, as the case may be, who shall supervise and be in charge of the work and who shall sign the contract on behalf of BSNL.
 - vi) Accepting Authority shall mean the authority mentioned in Notice Inviting Tender. The term Sr. DDG (Elect) includes Principal Chief Engineer (E)/ Chief Engineer (E) of the zone.
 - vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from Aircraft, Acts of God such as earth quake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the accepting authority or causes solely due to use or occupation by BSNL of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to BSNL's faulty design of works.
 - viii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard CPWD Schedule of Rates with the amendments thereto issued up-to the date of receipt of the tender.
 - ix) Tendered value means the value of the entire work as stipulated in the letter of award.
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. The contractor shall be furnished, free of cost, one copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
 5. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
 6. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
 7. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 7.1 In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed:-
- i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special condition, if any.
 - iii) Drawings.
 - iv) C.P.W.D. Specifications.
 - v) Indian Standard Specifications of B.I.S.
- 7.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 7.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

8. Work/ Quantity distribution

8.1 For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest of three agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-

- a) If the work stands distributed between the first three lowest tenderers, the proportion of work distributed shall be as below:-

50% to the lowest tenderer and remaining quantities to other two tenderers in INVERSE RATIO of their Evaluated price.

- b) In case it is decided to split the work amongst the first two lowest firms, the proportion of work distribution shall be as follows:

1. 70% to the first lowest tenderer.

2. 30% to the second lowest tenderer.

8.2 Based on the Master Agreement between BSNL and contractor individual LOI for works shall be issued by the competent authority. The individual agreement so executed containing all the terms and conditions of master agreement shall be treated as an independent agreement and any action, if required, to be taken shall be taken as per this individual contract.

8.3 In case of NIT for individual work there will be no split up of work and the entire quantity will be awarded to the lowest tenderer, if the firm has quoted as per terms and conditions of the NIT

9. 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 the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

10. Performance Bank Guarantee

The contractor is required to furnish bank guarantee for an amount equal to 5% of the contract value on a Nationalized / Scheduled Bank in a standard format 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.

11. Increase/ Decrease of tendered quantity

(a) BSNL will have the right to increase or decrease up to 25% 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.

(b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

12. Completion of work

At the time of issuing NIT for a particular work, the time allowed for completion of work consistent with magnitude and urgency of work is specified. The time allowed for carrying

out the work as entered in the contract is reckoned from the 10th day after the date on which the orders to commence the work are given to the contractor. To ensure good progress of the work during the execution, the contractor is bound, in all cases, in which the time allowed for any work exceeds one month (except special jobs), to complete 1/8th of the whole of the work before 1/8th of the time allowed under the contract has elapsed, 3/8th of the work before 1/2 of the time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. However, for special jobs, if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer – in – charge, the contractor shall comply with such time schedule.

For Air Conditioning, Engine Alternator, Fire detection and wet riser system the work is deemed to have been completed after successful completion of the initial acceptance testing as per the departmental standards by T&D circle.

For sub Station work, the date of clearance from electrical inspector is taken as completion date.

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13. Extension of time

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer – in –charge within 30 days of the hindrance on the account on which he desires such extension as aforesaid, and the Engineer – in – charge shall, if in his opinion reasonable grounds to be shown therefore, authorize such extension of time, if any, as in his opinion be necessary or proper.

14. Compensation for delay

If the contractor fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to **0.5% of work order value for the first 10 weeks and 0.7 % for next 10 weeks and thereafter subject to a maximum of 12%** of the work order value for the location where the work is delayed and the firm is found responsible for the same. **Flow chart of the procurement process / contract shall be supplied by the contractor and approved by Executive Engineer concerned.**

15. Quality Assurance

The EI works are executed in accordance to the CPWD specifications. Other works are of specialized nature and executed as per departmental specifications. The substation works are inspected by designated electrical inspectors. Other works viz A/C plants, E/A sets, fire detection system are tested by acceptance testing authorities under T&D organization as per the prescribed Engineering instructions. The work is considered to be completed only after the successful completion of acceptance testing.

16. Payment Terms

Payment to the contractors during progress of work is regulated for all the items as below:

- a) 90 % of prorated of the approved price breakup of contract value on receipt of equipment at site
- b) 10 % of Prorated of the approved price break up of contract value after successful testing & Commissioning & AT (if required).

23.0 **Determination of Contract** The Engineer – in – charge may determine the contract in respect of any delay, inferior workmanship as per clause 3 of PWD-8 contract conditions.

18. EPF contribution in respect of Laborers / Employees employed by the contractor.

As per the EPF & Miscellaneous provisions Act 1952 & Employees Provident Fund Scheme 1952 the Agency has to submit the following data along with each claim of bill in respect of Labourers / Employees engaged by them.

- i. List of showing the details of Laborers / Employees engaged.
- ii. Duration of their engagement.
- iii. The amount of wages paid to such Laborers / Employees for the duration in question.
- iv. Amount of EPF contribution (both employees and employees contribution) for the duration of engagement in question, paid to the EPF authorities.
- v. Copies of authenticated documents of payments of such contribution to EPF authorities.
- vi. A declaration from the contractor regarding compliance of EPF Act 1932.

19. **Tax and Duties** :a) All the rates quoted by the firm shall be inclusive of all taxes and duties including service tax, VAT, ED, WCT, etc. Octroi exemption certificate will not be issued. Form 'c' shall be issued by BSNL on request.

- b) All statutory deductions shall be made at source and a certificate for the same shall be issued.
- c) No bill for the work (on receipt of the equipment) shall be made unless payment voucher for excise duty is submitted.
- d) The service tax payment voucher from the authorities shall be submitted before the release of security deposit.
- e) Registration No. for service tax, VAT and excise duty is compulsory.

AN IMPORTANT NOTE ON EPF

EPF deduction from labour employed by the Contractor / Agency

- 1. According to Circle office instructions, it is mandatory on the part of the contractor to recover the EPF contributions from the labour engaged by him and remit the amount, with the contractors contribution, to the EPF authorities under EPF & Miscellaneous provisions Act, 1952. To prevent any litigation, the following precautionary measures should be taken.**
- 2. Conditions should be included in the :-**
 - a. Bid documents**
 - b. Orders issued for engagement of Contractors/contract agreement.**
 - c. The claim of the contractors bill must accompany :-**
 - ci. List showing details of labours engaged.**
 - cii. Duration of their engagement.**
 - ciii. Amount of wages paid to the labours.**
 - civ. Amount of EPF contributions (both labours & Contractors contribution) paid to the EPF authorities with proof of Payment to the EPF Authorities.**
 - cv. A declaration from the contractor as mentioned above is required along with the bill.**
- 3. The contractors bill will be passed by bill passing authority only if the contractor complies with the terms & conditions of EPF Act, 1952**
- 4. Contract wise information as stated above is to be kept by bill passing authority & should be produced to EPF Authorities as and when demanded by EPF Authorities.**

SCHEDULE "D"
(I) "IMPORTANT NOTE FOR CONTRACTORS"

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

1. SECURITY DEPOSIT:

Recovery of security deposit at the rate of 10% shall be deducted by BSNL from progressive payments made to the firm from all the running bills 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.

2. PROGRAMME FOR EXECUTION: -

The firm shall supply detailed programme to Engineer-in-charge for execution of contract within 15 days of award of work. The programme shall contain details about submission of drawing, supply of materials, tentative dates for installation, testing and commissioning.

3. STORES AND SAFETY: -

All the stores and materials required for satisfactory completion of the work shall be arranged at work site by the contractor from his own sources. Space for storing the material may be provided on request from the contractor. However, safe custody of the material stores at site will be responsibility of the contractor.

4. CO-ORDINATION AT SITE:-

At the site of work 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 department engaged in erection as well to the normal routine work.

5. GUARANTEE AND DEFECT LIABILITY: -

The guarantee shall be valid for six months after successful completion of work. The contractor shall guarantee that all equipments shall be free from any defect Due to the defective material and/or bad workmanship and also the equipments Shall work satisfactorily with performance and efficiencies not less than the Guaranteed values.

- Any part 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 department.

- The contractor shall depute his representative within 36 hours of notification of the defect by the department.
- A joint report shall be prepared by the representative of department and firm regarding nature of defects and remedial action required. Time schedule for such action shall be also finalized.
- In case the contractor fails to depute his representative within 36 hours of notification of the defect or fails to cause remedial measure within reasonable time as decided during joint inspection, the department may proceed to do so at the contractor's risk and expenses and with out prejudice to any other right.

The guarantee shall be valid for six months after successful completion of work. 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.

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 Rs20,000/-.

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 Government ") in the sum of _____ for which payment will and truly to be made of the said Government, 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 Government 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 documents

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

This guarantee will remain in force as specified in the tender document upon 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 Bank

Signature of the Witness.

Name of Witness:

Address of the Witness:

CONTRACTOR

SDE(E)

EE(E)

**Name of work:- SITC of 5 nos Turbo Ventilator System for BTS sites under Visakhapatnam
SSA. SH:- Pvdg Free cooling arrangement with Exhaust fans.**

| S.No | Description of item | Qty | Rate | Unit | Amount |
|------|--|-----|------|------|--------|
| 1 | S/F of 300mm sweep 1400 RPM axial flow heavy duty exhaust fan in the existing opening suitable for operation on 230V single phase supply etc as reqd (Make: Almonard 90W/GEC Alsthom/SS) | 6 | Jobs | job | |
| 2 | S/F of timer control for the above 2 Nos exhaust fans with Quartz daily time switch in suitable PVC box including interconnections etc as reqd. (Make: M/s L&T Model: FM1 QT Quartz Daily /SS make) | 3 | Job | job | |
| 3 | Making opening for the existing wall/shelter of following sizes for fixing 2 Nos exhaust fans including finishing the opening with cement plaster/with suitable adhesive for shelter etc as reqd. Nominal size =700mmx400mm Note: The above item is applicable for sites, where no other provision is available for installation of exhaust fans. | 3 | Job | job | |
| 4 | Providing and fabrication of suitable rain water protection for the above openings with 18 swg GI sheet with sloping arrangement and fixing the same to wall with MS Flat of suitable size with bolts etc as reqd | 25 | sqft | sqft | |
| 5 | Providing and fabrication of reptile and rodent guard for the exhaust fan opening made of with 3 mm dia 1" x 1" size MS wire Mesh welded to 20mmx3mm MS flat around the periphery duly painted with red oxide and enamel paint with provision for fixing mosquito mesh for the full area including Supplying and Fixing GI mosquito net along with suitable accessories at the location as specified by Engineer-in-charge i/c cutting the container / shelter / wall / door, welding, ans fixing with bolts & nuts, proper sealing with sealant etc as reqd. Nominal size =750mmx400mm | 3 | Job | job | |
| 6 | Supplying and fixing of min 18G GI sheets to existing Window AC frames at bottom and back side to avoid entry of rain water into the equipment room with all necessary screws etc as required (for fresh air requirement). | 3 | Job | job | |

CONTRACTOR

SDE(E)

EE(E)

7 Making opening for the existing wall/shelter of following sizes for fresh air arrangement including finishing the opening with cement plaster/with suitable adhesive for shelter etc as reqd.

Nominal size =800mmX500mm

3 Job

job

Note: The above item is applicable for sites, where no other fresh air provision is available

8 Providing and fabrication of reptile and rodent guard for the exhaust fan opening made of with 3 mm dia 1" x 1" size MS wire Mesh welded to 20mmx3mm MS flat around the periphery duly painted with red oxide and enamel paint with provision for fixing mosquito mesh for the full area including Supplying and Fixing GI mosquito net along with suitable accessories at the location specified by Engineer-in-charge i/c cutting the container / shelter / wall / door, welding, bolts & nuts, proper sealing with sealant etc as reqd.

Nominal size =900mmX600mm

3 Job

job

Total Excluding GST

GST Extra

CONTRACTOR

SUB DIVISIONAL ENGINEER (E)
BSNL ELECTRICAL SUB DIVISION
VISAKHAPATNAM.

CONTRACTOR

SDE(E)

EE(E)

Declaration by Contractor

1. 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.
2. 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-VIII

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)

CONTRACTOR

SDE(E)

EE(E)