

 BHARAT SANCHAR NIGAM LTD.	BHARATSANCHARNIGAMLIMITED (A Govt. of India Enterprise) Office of the Executive Engineer (Electrical) BSNL Electrical Division, Second Floor, Annex Bldg Sanchar Bhavan Compound, Beside Head Post Office TIRUPATI-517501, ANDHRA PRADESH Phone08772243900 Fax08772249200
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L.No:9(18)/BSNL/EDT/2023-2024 /248

Dated: 16/03/2024

POSTPONEMENT OF TENDER OPENING of Tender ID 2024 BSNL 190178 1

Name of work:- Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)

NIT No.: 63/BSNL/EDT/2023-24 DT 06.03.2024

With reference to the CPPP e-tender with Tender ID **2024_BSNL_190178_1** published in CPP Portal website, due to administrative reasons, the following changes have been made for above mentioned tender document with respect to tender opening. All other terms and conditions remain unchanged.

Sl. No.	Content	Existing Entry	May be Corrected and Read as
1.	Last date & time for online submission of tender	Up to 15.00 Hrs. On 16.03.2024	Up to 15.00 Hrs. On 25.03.2024
2.	Date and time for opening of tender	15.30 Hrs. On 18.03.2024	15.30 Hrs. On 26.03.2024

-Sd-

Executive Engineer(E)
BSNL Electrical Division
TIRUPATHI

Copy to

1. The Superintending Engineer(E) BSNL EZ VJ for information please.

Executive Engineer(E)



Bharat Sanchar Nigam Limited (Electrical Wing)

Office of the EXECUTIVE Engineer (Electrical),
BSNL Electrical Division
2 nd floor , Main TE building
HPO compound , Tirupati - 517501
Ph.: 0866-2243900 Email: eeetptbsnl@gmail.com

E-TENDER DOCUMENT

Name of work: Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)

NIT No.: 63/BSNL/EDT/2023-24 DT 06.03.2024

This tender document contains **pages (38: Thirty Eight)** pages only

For E Tender Helpdesk Pls Contact: [https:// etenders.gov.in](https://etenders.gov.in).

Ph: 0120-4200462/4001002/4001005/6277787

Mail Id:support-eproc@nic.in

E-TENDER DOCUMENT

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PART I--TECHNICAL BID

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The **Executive Engineer (Electrical), BSNL Electrical Division , Tirupati** on behalf of the CMD, BSNL invites online Item rate bids from eligible bidders in Single bid system for the following work:

1	Name of work	Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)
2	Estimated cost put to tender	Rs 5,49,585/-
3	Earnest Money	Rs 10,992/-
4	Period of completion	One Month.
5	Tender Fee(Non-refundable)	Rs.590/-
6	Bid validity	90 days
7	Last date & time for online submission of tender	Up to 15.00 Hrs. On 16.03.2024
8	Date and time for opening of tender	15.30 Hrs. On 18.03.2024
9	Time allowed for submission of hard copies of Tender cost and EMD instruments & eligibility criteria	Bidders have to furnish hard copies to O/o Executive Engineer(E).within 3 days after the "Last date & time for online submission of tender" .

ELIGIBILITY CRITERIA

The Contractors satisfying the following conditions shall be eligible to bid:

a) 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.

AND

b) BSNL Enlisted contractors in Electrical category.

IMPORTANT NOTE:

1. The self-attested copies of the following documents shall be scanned and uploaded to the e-tendering website within the period of tender submission. The price bid of those bidders who have scanned and uploaded the following documents (and whose uploaded documents are found to be in order) shall be opened , otherwise the bid will not be opened and shall lead to disqualification.

- a. Tender Fee in the prescribed format
- b. EMD in the prescribed format
- c. Certificate of Financial Turnover from Chartered Accountant if applicable
- d. Documents fulfilling Eligibility criteria (Please note that in case the bidder is authorised by the manufacturer, the original authorisation letter is to be scanned and uploaded)
- e. Enlistment certificate issued by BSNL (for BSNL enlisted contractors)
- f. Electrical license issued by Govt for BSNL enlisted contractors.
- g. GST Registration Number details
- h. PAN Card
- i. EPF and ESI Registration certificate (if applicable)
- j. Undertaking to abide by EW-6 and EW-8 (Form 'A')
- k. Undertaking regarding EPF and ESI provisions (Form 'B')
- l. Certificate of work experience issued by client department (Form 'C' / format with required details) if applicable
- m. Undertaking regarding No Near relative working certificate (Form 'D')
- n. Compliance Statement as per page no.33

Not uploading the above documents (even if the documents are submitted physically) shall lead to disqualification.

2. The Physical Tender Fee, EMD, and if applicable the original authorisation letter by the manufacturer, (the scanned copies of which are uploaded) **shall be received in the office of tender opening authority**, by all the bidders on or before 15:00 hrs within 3 days from the last date of online submission (**16.03.2024**), **failing which the tender shall be disqualified.**

Scope of work:

- 1) Restoration of Lightning conductor finial by supplying and fixing of new lightning conductor finial and extension of GI strip from lightning finial vertically with 50mmX3mm/ 25mmX3mm/ 32mmX6mm/ 25mmX3mm (as per existing size of strip at site)
- 2) The list of sites is likely to change as per BSNL commissioning schedule. The new locations are likely to be situated within the same Business Area or Operational Area / Adjacent Operation Area within the same Business Area. The Bidder has to carry out the work at the new locations at the same rates / terms and conditions of the agreement.

IMPORTANT NOTE: Before on line submitting the tender document, contractor must verify the check list properly

INFORMATION FOR BIDDERS (e-TENDER) & Check List

	NAME OF THE VENDOR	
Sl.No	Description	Submitted/Uploaded Yes/No
1	The Firms who fulfill the following requirements shall be eligible to bid	
	As per NIT requirements	
	Note:- Copy of Credentials as applicable for proof of eligibility prescribed shall be submitted by the firm	
2.	The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date for the following documents	
3	c) EMD - amounting Rs.10,992/- in the prescribed form as above. Earnest Money should be in the form of demand draft/FDR/ BG (As per format at Annexure)/ CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of "Accounts Officer (Cash), O/o GMTD, BSNL , Nellore" must accompany each tender. The Validity period of EMD is 120 days, from the date of opening of tender.	
4	Self-attested Copy of PAN card.	
5	Self-attested Copy of valid GST registration	
6	Self-attested Copy of CA certificate for turnover.	
7	Self-attested copy of EPF Registration certificate (if applicable).	
8	Self-attested copy of ESI Registration certificate (if applicable).	
9	Declaration by Contractor	
10	Duly filled and signed Undertaking and to abide by EW6 and EW 8	
11	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	
12	Duly filled and signed undertaking regarding EPF Provisions	
13	Duly filled and signed undertaking regarding ESI Provisions	

Notes for Submission of Documents:

- The Original documents of DD towards cost of Bid documents and EMD in the prescribed form, in a sealed envelope mentioning Name of work , date & time of opening of bids along with the name and address of the bidder shall be submitted to the **office of Executive Engineer (Electrical), BSNL Electrical Division ,Tirupati** before the prescribed date and time (Ref. Notice Inviting Tenders)

Online bid documents submitted by intending bidders shall be opened only in respect of those bidders, whose Earnest Money Deposit and Cost of Bid Document are found in order.

1. For e-Tender hosting purpose, BSNL has engaged e-portal maintained by eprocure.gov.in. The agency intending to participate in tendering process shall have to register with www.eprocure.gov.in
2. Those Contractors not registered on the website mentioned above, are required to get registered beforehand. The intending bidder can get registered with eprocure.gov.in by making online payment of required amount with registration particulars. For details kindly visit website <https://www.eprocure.gov.in> or contact Executive Engineer.
3. The intending bidder must have valid **class-III digital signature** to submit the bid.
4. The intending bidder should read carefully and understand the tender document, procedure for e- tendering etc. completely before participating in the e-tender procedure. Participation in the e-tendering, presumes that the bidder (s) has/have read all the conditions, Special Conditions of the contract, Schedule of quantity etc. and agree/abide by them. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
5. The bid document consisting of BSNL EW 6, Specifications, Schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be compiled with and other necessary documents can be seen and downloaded from www.eprocure.gov.in or www.ap.bsnl.co.in free of cost.
6. The bid can only be submitted after uploading the mandatory scanned documents as per NIT
7. Information and instructions for bidders posted on website shall form part of bid document.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of JPG format or PDF format.
10. Certificate of Financial Turnover: At the time of submission of bid, contractor may upload Affidavit/ Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the bid document`. There is no need to upload entire voluminous balance sheet.
11. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0" (ZERO).
12. The intending bidder should see all the conditions of contract uploaded in the website including Corrigendum if any, till the last date of submission of bid.
13. BSNL reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

E-Tendering Instructions to Tenderers (General)

Submission of Tender through online process is mandatory for this e-Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, BSNL has decided to use the portal www.eprocure.gov.in, a Government of India portal. It supports all activities of tendering based on proactive work flow concept. Fine details of tendering like vendors registration, tender announcement and corrigendum, tender form processing, opening, negotiation and tender awarding are supported in a real time interactive environment.

1. Tender Bidding Methodology:

Electronically Sealed Bid System –“Single Stage - Two Envelopes Electronic bid system”. In this case of two electronically sealed envelopes bid system, the Eligibility documents as per NIT [Envelope-I] & Tender Document [Envelope-II] shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- a) Procure a Digital Signing Certificate (DSC).
- b) Register on eprocure.gov.in (e-Tender)
- c) Create Users and assign roles on e-Tender
- d) View Notice Inviting Tender (NIT) on e-Tender
- e) Download Official Copy of Tender Documents from e-Tender
- f) Clarification to Tender Documents on e-Tender
- g) Query to BSNL (Optional)
- h) View response to queries posted by BSNL, as addenda.
- i) Bid-Submission on e-Tender
- j) Attend Public Online Tender Opening Event (TOE) on e-Tender Opening.
- k) View/Post-TOE Clarification posted by BSNL on e-Tender (Optional)- Respond to BSNL's Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the e-Tender.

3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), **of Class 3**, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

To use the Electronic portal (www.eprocure.gov.in), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In e-TENDER terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal(<https://www.eprocure.gov.in>), by clicking on the link “ Click here to Enroll”. Enrolment on the CPP Portal is free of charge.

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on e-TENDER. Broad outline of submissions are as follows:

- Submission of Cost of bid document, Earnest Money Deposit (EMD),and Eligibility documents as per NIT (Envelope-I)
- Submission of digitally signed copy of Tender Documents/Addendum/addenda.(Envelope-II)

6. Offline Submissions:

The contractor shall submit the DD for cost of Bid documents, EMD in the prescribed form, in a sealed envelope mentioning Name of work, date & time of opening of bids to the office of Executive Engineer (Electrical), BSNL Electrical Division, Tirupati before the prescribed date & time as notified.

Public Online Tender Opening Event (TOE):

E-Tender offers a unique facility for "Public Online Tender Opening Event (TOE)". Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

The following **KEY INSTRUCTIONS** for BIDDERS must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on eprocure.gov.in E-tender Site or any Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA).
2. Register your organization on **eprocure.gov.in**-tender site well in advance of your first tender submission deadline on eprocure.gov.in e-tender Site (<http://eprocure.gov.in>)
3. Get your organization's concerned executives trained on eprocure.gov.in e-tender Site well in advance of your first tender submission deadline on eprocure.gov.in e-tender Site
4. Submit your tender well in advance of tender submission deadline on eprocure.gov.in e-tender site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of eprocure.gov.in e-tender Site, the fourth instruction is relevant at all times.
5. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005.

Important Note: Before submitting on line tender document, contractor must verify the check list properly for offline submission of required documents & uploading of their scanned copies as per instructions.

TENDER SUBMISSION FORMAT (For e-Tender)

To,
The Executive Engineer (E),
BSNL Electrical Division,
Tirupati

Subject: Submission of e-Tender for the work of **Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)**. As per tender publication advertised by your office and display of Notice Inviting Tender on web site www.ap.bsnl.co.in and www.eprocure.gov.in/eprocure/app. We are hereby submitting the following documents duly self-attested.

Bharat Sanchar Nigam Limited

Tender for the work of: Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)

Name of Contractor/firm:.....

UNDERTAKING

- 1) 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.
- 2) 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. 15 of the EW – 6, If any discrepancy is noticed later in the documents as uploaded at the time of submission of the bid online, the amount of EMD which can be forfeited is 50 %.
- 3) 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.
- 4) 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.
- 5) A sum of **Rs. 10,992/-** is hereby forwarded in the form of CDR/FDR/DD or bankguarantee 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.
- 6) 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."

- 7) 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)

If required a copy may be obtained by e-mail from Office of EE(E), BSNL ED, Tirupati.

- 8) 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.
- 9) 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

BSNL EW-6
Bharat Sanchar Nigam Limited
Electrical Wing

Electrical Division: **Tirupati**

Sub Division: **Nellore**

1. Item rate tenders on **Single stage bidding and two envelopes system** are invited on behalf of CMD, BSNL for the work **Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)** from the eligible bidders as per NIT notification. The enlistment of the bidders should be valid on the opening date of tender. In case the date of opening of tender is extended, the enlistment of bidder should be valid on the original date of opening of tender.
2. Intending bidder is eligible to submit the bid provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority as per the eligibility conditions mentioned in the NIT notification page.
3. The work is estimated to cost **Rs. 5,49,585/- Including GST**
4. Agreement shall be drawn with the successful bidder on prescribed form as amended up to the date of opening of tender. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
5. The validity of Rate contract will be 6 months from the date of award of rate contract and the time allowed for carrying out the work will be One month for individual agreement from the 10th day after the date of issue of LOI.
6. The site for the work is available / or the site for the works shall be made available in parts. The successful bidder shall execute the work in coordination with other agencies working in the campus.
7. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.ap.bsnl.co.in and www.eprocure.gov.in. However for quoting the e-Tender please visit www.eprocure.gov.in. **The bidding process will be accepted only through e-Tendering platform. As tenders are invited through e-Tendering process, physical copy of the tender document would not be available for sale.** The BSNL EW-8 document can be seen from the web site www.ap.bsnl.co.in at free of cost.
7. After submission of the bid, the bidder can re-submit revised bid any number of times but before last time and date of submission of tender as notified. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
8. The Tender Fee as applicable in the form of Demand Draft issued by the Nationalized / Scheduled bank authorized by the Reserve Bank of India, drawn in favour of **ACCOUNTS OFFICER (CASH), O/O GMTD, BSNL, NELLORE** payable at **NELLORE** shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the tender cost in the form of DD shall be **60 days** from the date of opening.
9. The Earnest money deposit (EMD) in the form of Demand Draft / FDR / BG (BG is only for Air

Conditioning, Diesel Engine Alternator, Lifts, and Sub Station works wherever the amount of EMD is more than Rs.20,000)/ CDR of a nationalized / scheduled bank authorized by the Reserve Bank of India, drawn in favour of **ACCOUNTS OFFICER (CASH), O/O GMTD,BSNL, NELLORE payable at NELLORE** shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the EMD in the form of DD shall be **60 days** from the date of opening. If the EMD is in the form of CDR/FDR/BG, the validity shall be **180 days** from the date of opening. In case of L1 bidder, the validity of CDR/FDR/BG is to be extended up to the observation period as that of the Performance guarantee / Security deposit. Exemption from payment of Tender Fee, Earnest Money and Security Deposit by any other unit/ department shall not hold good for BSNL.

10. All the documents as specified in the tender document shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
11. The last date for online submission of bid is **16.03.2024 up to 15:00 Hrs** and the technical / financial bids submitted shall be opened at **15:30 Hrs ON 18.03.2024** If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
12. The tender cost shall be non-refundable.
13. **Performance Guarantee:** The bidder is required to furnish Performance guarantee for an amount equal to **5%** of the individual award value in the form of bank guarantee/CDR/FDR/DD (of a Nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of individual award letter. This period can be further extended by the Engineer-in-charge up to a maximum period of two weeks on written request of Bidder. The validity period of the performance security in the form of performance bank guarantee shall be: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works.
14. **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. **The security deposit shall be released after an observation period as follows: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works.**
15. In case any discrepancy is noticed in the documents as uploaded at the time of submission of the bid online, then the bid submitted shall become invalid and the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidder shall not be allowed to participate in the retendering process of the work.
16. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, 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 bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & 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 bidder 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 BSNL and local conditions and other factors having a bearing on the execution of the work.

17. The competent authority on behalf of the CMD 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 bidder shall be summarily rejected. The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
19. Agreement shall be drawn with the successful bidder on prescribed form. Bidders shall quote their rates as per various terms and conditions of the said form, which will form part of the agreement.
20. The bidder should give a certificate as per the following that none of his/her relative is employed in BSNL units as per **Form 'D'**. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
 - a. 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:
 - i. Members of a Hindu Undivided family.
 - ii. They are husband and wife.
 - iii. 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).
 - b. 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 bidder 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.
 - c. 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 bidder 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 bidders service.
21. The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL

shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

22. The agency has to comply with the provisions 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 consequence arising due to non-complying of provisions as specified above shall be the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per **Form 'B'**.
23. **Extension of Validity of tender:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request the bidder 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.
24. 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.
25. This notice inviting tender shall form a part of the contract document. The successful bidder, 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 part of the tender as uploaded at the time of invitation of tender, subsequent amendments issued and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Standard BSNL EW-8 form

General Instructions to the Bidders

1. The intending bidder must read the terms and conditions of BSNL-EW 6 carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
4. Those bidders not registered on the website mentioned above, are required to get registered themselves beforehand. The intending bidder must have valid class-III digital signature to submit the bid.
5. Tender Bidding Methodology:-"Single stage Bidding with two envelope opening system ".In this system technical bid(Techno commercial NIT Document) and price bid shall be submitted by the bidder at the same time. If the bidder has submitted proof for remitting requisite tender cost and EMD along with copy of documents establishing the techno-commercial eligibility, their financial bids shall be opened.
6. On opening date, the bidder can login and see the bid opening process. After opening of bids he shall get to view the all the competing bidder's sheets.
7. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
 - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
8. If any information furnished by the bidder is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in BSNL. The BSNL reserves the right to verify the particulars furnished by the applicant independently.
9. GST and any other tax applicable in respect of this contract shall be borne by the bidder himself. The bidder shall quote his rates considering all such taxes. The TDS as per the Govt. regulations will be recovered from the contractor.
10. **Tender Evaluation :**
 - (a) The evaluation and comparison of responsive bids shall be done on the basis of **Net cost to BSNL** on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST. The bid with lowest net cost as elaborated above will be the L1 bidder.
 - (b) Vendors should furnish the correct GST Rate in the price schedule. If the Input Tax Credit is found to be not admissible at any stage subsequently owing to wrong furnishing of GST Rate, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
11. However, pursuant to the constitution (Forty-sixth amendment) act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contractors there upon 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) be attributable to delay

in execution of work within the control of contractor.

12. 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.

13. Bye laws Indemnity against liabilities:

- a. The bidder shall comply with all bylaws 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.
- b. The bidder 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.
- c. The bidder 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 bidder.
- d. All liabilities / penal recoveries on matters arising out of tax /levies such as incorrect deductions, discrepancies in the filing of returns, revised assessments by the concerned authorities etc., shall be borne by the bidder.

14. 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.

15. 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 /GST/ Central Excise/Custom Departments recommend such a course - Action will be taken as per the directions of CBI or concerned department.

16. As a general notion, the terms and conditions/instructions contained in various pages of this document are addressed assuming the bidder as 'Male'. However, the same shall remain and assumed to be addressed in case of 'Female' bidder also, except for the gender centric words, which shall be 'female' centric at appropriate places.

FORM 'A'

Undertaking to abide by EW 6 & EW 8

"I.....Son/Daughter of
.....Resident of
..... hereby give an undertaking that I have read the complete bid document 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 BSNL EW 6 & 8 forms.

(Seal of the firm)

(Signature of Bidder)

FORM 'B'

Undertaking regarding EPF provisions

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

* I/We have employed only ----- persons in our establishment and hence the EPF and Miscellaneous provisions Act, 1952 are 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)

(Signature of Bidder)

Undertaking regarding ESI provisions

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

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

* I/ We have registered as per the ESI and Miscellaneous provisions Act, 1948 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 ESI registration certificate.

(Seal of the firm)

(Signature of Bidder)

FORM 'C'

Performance report of works

1. Name of Agency
2. Name of work
3. Agreement no.
4. Final Value of Work Done
5. Date of start of work
6. Actual date of completion
7. Performance: Satisfactory / Not Satisfactory

Dated:

Executive Engineer or Equivalent

FORM 'D'

No Near relative working certificate

I..... Son /daughter of Shri/ Smt.....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 Bidder)

Annexure I
MODEL FORM OF BANK GUARANTEE FOR EMD
(For submitting 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 bidder(s)") has submitted its Tender dated _____ for the work _____
_____ KNOW ALL
MEN by these presents that WE _____ OF
_____ having our registered office at _____
(hereinafter called "the Bank") are bound unto _____ (hereinafter called "the BSNL") in the sum of _____ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Bidder(s) having been notified of the acceptance of its Tender by the BSNL 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 BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL 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 Bank

Signature of the Witness
Name of Witness

Address of Witness:

ANNEXURE II
PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said bidder(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 fulfilment by the said bidder (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 _____ (bidder(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 Bidder(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 demur, merely on a demand from the BSNL by reason of breach by the said bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the bidders(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 bidder(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 bidder(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/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said bidder(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 TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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 bidder(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 Bidder(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 Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Bidder(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 Bidder(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 bank)

SPECIFICATIONS 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 upto 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 duly 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, switchgears etc., shall be approved from the Engineer-in-charge before using the same in the work. Rejected material shall be removed immediately from the site of work.
6. The contractor will have to carryout following test at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this accounts.
 - a)Earth test
7. Any damages done to the building by the contractor during the execution of work shall have to be made good at his cost and risk. If it is not done within a reasonable time determined by the Engineer-in-charge, 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 the site of work at his own cost and risk. Octrai paid by the contractor for the materials supplied by the department can be claimed by him against the original vouchers.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL:

- 1) The workers engaged by firm should maintain proper discipline and good behaviour with occupants. Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
- 2) The agency should provide the workers with proper Tools & Plant, Testing and safety equipment.
- 3) Firm should have round the clock contact telephone number. In case of Emergency, the Contractor and authorized engineer supervisor shall be available at site on short notice from engineer-in-charge and make all efforts to make the situation normal at the earliest.
- 4) All the information communicated by BSNL authorities vide Landline phone, mobile phone, SMS, Whatsapp message, E- mail shall be construed to be official for informing of defects to be attended.
- 5) Department reserves the right to get inspected any components thereof by the manufacturer /their authorized representative/ authorized testing department, whose report as regards to the genuineness of component shall be final and binding.

2. PACKING, FORWARDING AND STORAGE AT SITE

Before dispatch to site, the equipment / component / materials shall be properly packed to have protection against transit damages and damages against storage at transporter's premises or at work site. However, damaged items shall be replaced as per the direction of Engineer-in-Charge. 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. However, safe custody of the material stored at site will be the responsibility of the contractor.

- 1) Any damage to the installation(s) / building due to the carelessness on the part of firm's staff shall be the responsibility of firm and shall be replaced / rectified without any extra cost.
- 2) Any accident or damage will be the responsibility of contractor and the BSNL will not entertain any claim, compensation, penalty etc. on this account or on account of non-observance of any other requirement of law relevant to this work.

3. WARRANTY

The agency shall offer warrantee for the system for one year from the date of commissioning including replacement of all faulty components at free of cost to BSNL.

SPECIAL CONDITIONS OF THE TENDER

[In case of any difference between any clause of any section of NIT and that of the "special conditions of contract," then the "special conditions of contract" shall prevail]

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

1.GENERAL CONDITIONS

Please note that the offers, which do not comply with the following, will not be considered and will be totally rejected. These instructions supersede the BSNL / EW6 and EW 8 clauses, or any other clauses/conditions appearing elsewhere in the tender, in case of any Disparity.

- 1) Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.
- 2) Insurance, loading, unloading, transportation etc. should be included on works contract basis. The rates shall be firm and final.
- 3) The price shall be firm and fixed during the currency of the contract. No cost escalation is permitted. Clause10CC is not applicable.
- 4) The Extension of time for completion of the works is governed by clause 2 of EW8.
- 5) No advance payments can be made. The payment is governed by the normal department practice and stipulations like levy of interest if payment is not made in a specified time are not acceptable.
- 6) The firm should deposit EMD before submission of their offer. The EMD of other works returnable to them cannot be adjusted against this work. The firm's offer shall be liable for rejection without fresh EMD for this particular work.

2.Terms of Payment:

Payment to the Contractors is regulated as below:

- a) 100 % of the price shall be paid on completed works after satisfactory commissioning of the entire quantity of the respective agreement after tax invoice and other related documents are submitted by the agency.
- b) In cases where shortages/ damages are intimated to the agency in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

3.WORK DISTRIBUTION:

It is proposed to distribute the work amongst the first two lowest firms. The proportion of work distribution shall be as follows:

- i) 60% to the first lowest tenderer.
- ii) 40% to the second lowest tenderer

In case the second lowest tenderer do not agree to match the rates of L1, then 100% works shall be awarded to the first lowest tenderer.

4. CURRENCY OF CONTRACT:

- a) The contract shall be valid for issue of L.O.I for 6 months after the date of award and also be extendable by mutual consent for a further period of 6 months.
 - b) Letter of intent for work(s) will be issued by the SE (E), APZ, BSNL Vijayawada. Time for completion shall be **15 days** from the date of issue of award letter for individual work.
5. The rates incorporated in the Rate Contract in respect of different items shall be uniformly applicable to all works within Andhra Pradesh circle irrespective of their geographical locations.
 6. Operation of the Rate Contract is for bonafide BSNL use only and is further restricted to only such works as authorized by the SE (E), APZ, BSNL Vijayawada through the D.D.O. nominated by the Superintending Engineer (E), APZ, BSNL, Vijayawada during the currency of the Rate Contract.

7. OPERATION OF RATE CONTRACT

(a) The operation of this Rate Contract shall be governed by the General Rules and conditions of the Contract.

(b) Operation of Rate Contract shall be further governed by the following:

1. The Master Rate Contract Agreement shall be framed in the O/o SE (Elect.), APZ, Vijayawada which shall be signed by the authorized representative of the firm within 15 days of issue of the acceptance letter.

2. Individual Letter of Intent (LOI) shall be issued by Superintending Engineer (Elect.), to the firm giving details of site, number of repairing services required as per site requirement, name of concerned EE (E) and other details

3. Operation of Individual agreements shall be governed as follows:

a. EE shall draw separate individual agreements based on above letter of intent and firm has to sign the agreement within 15 days of issue of award letter by EE.

b. Date of start of Agreement shall be tenth day after the date of issue of LOI and time allowed to carry out the work shall be 15 days

c. **Performance Guarantee:** The bidder is required to furnish Performance guarantee for an amount equal to 5% of the contract value of each agreement in the form of bank guarantee/CDR/FDR/DD (of a Nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of LOI letter. This period can be further extended by the Engineer-in-charge up to a maximum period of two weeks on written request of Bidder. The validity period of the performance security in the form of performance bank guarantee shall be: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works.

d. Individual agreement shall be operated independently without co-relation with the other individual agreements for the purpose of payment, extension of time, closing of contract etc. as per terms and conditions of individual agreement.

e. EMD deposited at the time of submission of tender shall be released after issue of final LOI

4. The rate contract shall remain in force for a period of 6 months initially and another 6 months on mutual acceptance for issue of LOI from the date of award.

5. No work shall be undertaken without proper Letter of Intent as per (2) above and Completion of agreement formality as per (3) above

8. Increase/ Decrease of tendered quantity

A)BSNL will have the right to increase or decrease up to 50% of the contract value depending upon the requirement 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.

9 CURTAILMENT OF QUANTITY:-

BSNL reserves the right to enforce curtailment in the assigned quantum of work for any contractor on the grounds of defaults/delay in regard to execution of the individual work assigned.

10. 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 tenth day after the date on which the LOI is issued to the Contractor.

11 EPF PROVISIONS:-

The agency has to comply with the provisions 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 consequence arising due to non- complying of provisions as specified above shall be the sole responsibility of the firm only.

Agency has to observe all the labour rules & regulation in force. Agency shall be fully responsible for any violation observed at any time.

12. EARNEST MONEY DEPOSIT

The firm should deposit EMD in proper form. The EMD of other works refundable to them cannot be adjusted against this work. The firm's offer shall be liable for rejection without EMD for this particular work. Firm has option to deposit earnest money in the form of Bank guarantee in BSNL's attached format and manner.

14. STORES AND SAFETY

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

16. GUARANTEE & DEFECT LIABILITY

(a) The Guarantee shall be valid for a period of **twelve months** from the date of commissioning for individual agreement. The contractor shall guarantee that all equipments shall be free from any defect due to the defective materials and bad workmanship and that

equipment shall work satisfactory and that the performance and the efficiencies of the equipments shall be not less than guaranteed values. Any parts found defective during the guarantee period shall be replaced without any charge whatsoever. The services of the contractor's personnel, if requisitioned during this period for such work, shall be made available free of any cost to the department.

- (b) The contractor shall depute his representative to the site within **24hrs** of notification of defects by the department.
- (c) In case the contractor fails to depute his representative within **24hrs** of notification of defect(s) or fails to cause remedial action within a reasonable time as decided in the joint inspection, the Department may proceed to do so at the contractors' risk and expenses without prejudice to any other rights.

17. CHANGES IN SPECIFICATIONS

The BSNL reserves the right to make changes in respect of specifications of work if in its opinion same is found necessary. However such alterations shall be made after mutual discussions and agreement between the BSNL and the contractor. Any price implications in this regard shall be mutually discussed and agreed up on in terms of clause 12 of EW 8 form. The BSNL as matter of principle will not permit modifications by the contractor in design /specifications of any document /material. However the same can be agreed upon by the BSNL under exceptional circumstances where

- a) The same is necessitated due to non-availability of material / components of certain specifications / make.

Or

- b) Such alterations constitute an improvement in the opinion of BSNL.

Prior approval is necessary before undertaking any alteration/modification in the specifications of the equipment.

18 Inspection Of Site & Contract Documents

For the purpose of inspection of site and relevant documents, the contractor is required to contact E.E.(Elect) concerned who shall give reasonable facilities for inspection of the same. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself commencement of work as to the form and nature of the site, the quantities and nature of work, materials necessary for completion of the works, the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his work. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

19. SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before entering into the contract as the correctness and sufficiency of his offer for the work and of the rates and prices quoted in the schedule of works and items/quantities or in bills of quantities for the contract period. These rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion of works.

No additional conditions shall be stipulated by the tenderer.

20. REJECTION OF DEFECTIVE PLANTS

Rejection of Defective items in the completed work or any portion thereof, before it is taken over, be found defective or fails to fulfill the intent of the specifications, the contractor shall on receipt of a written notice from the Engineer-in –Charge, forthwith make good the defective plant.

Should the contractor fail to rectify the defects and or make good the defective plant within a stipulated time mentioned in the written notice or replace the plant at no extra cost, department may make good, reject and or replace at the risk and expenses of the contractor, the whole or any portion of the plant which is defective or fails to fulfill the requirements of the contract.

All equipment shall be tested as per tender specifications. Where test results indicate capacity less than specified in the equipment schedule, the contractor shall pay to the Department pro-rata compensation against each item.

21. Set off clause:

Only those payments due to Government against a particular contract agreement shall be deducted from the bills of the same work and not deductible from other works.

LISTOFAPPROVED MAKES-BSNLELECTRICALWING

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
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/ Patson /Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(Ics=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/Yokins
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/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 / Kirsloskar/ 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/ Wormald/Honeywell Essar/Notifier
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor /Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald /System Sensor
41	Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies / Carmel Sensor / Ravel 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, Thyssenkrupp Elevator(India)

NOTE:

1. In case of External / PMC works, the list of approved makes may be modified as per client's requirement.
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.
3. Any additional makes may be approved by concerned PCEs/Sr CEs/CEs(Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07-2007.

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 of **“Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)”** without any reservation and deviation.

For and on behalf of (Name of Firm)

(Seal of the contractor /Company /Firm)

(Signature of contractor/Authorized Signatory)

(Postal address)

Dated.....

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities : Attached

SCHEDULE 'B'

Schedule of materials to be issued to the bidder: **Nil**

SCHEDULE 'C'

Tools and plants to be hired to the bidder: Nil

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any: Nil

SCHEDULE 'E'

Schedule of components of Materials, Labour etc. for escalation: Nil

SCHEDULE 'F'

Reference to General Conditions of contract :

Name of work:	As per NIT notification page
Estimated cost of work:	
Earnest money:	
Security Deposit and performance Guarantee	

General Rules & Directions: Officer inviting tender:

Executive Engineer (E)
Electrical Division
Tirupati

Definitions:

2(v) Engineer-in-Charge

Executive Engineer (E),
Electrical Division ,Tirupati

2(vi) Accepting Authority

EE (E), BSNL ED, Tirupati.

CLAUSE 5

Time allowed for execution:

1 Month

Authority to give fair and reasonable extension of time for completion of work:

EE (E)/SE(E)

Competent Authority for deciding reduced rates:

SE (E), APZ,BSNL, Vijayawada

Clause 25

Competent authority for conciliation:

SE (E) not in-charge of the work.

BSNL EW-8
Bharat Sanchar Nigam Limited
Electrical Wing

Electrical Division: **Tirupati** Sub Division: **Nellore**

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I/We hereby tender for the execution of the work specified for BSNL within the time specified, 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.
3. 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.
4. If I/We, fail to commence the work specified, I/We agree that the said BSNL 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.
5. 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 up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
6. I/we agree to furnish to BSNL, Deposit at Call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the of the contract value in a standard format within two weeks from the date of issue of award letter. I/We agree to keep the performance bank guarantee valid as per the BSNL terms and conditions.
7. 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.

<p>Signature of Witness (required in the case of bidder's thumb impression is given by the bidder in place of signature) Occupation of Witness :</p>	<p>(Signature of bidder) (Name & Postal address)</p> <p style="text-align: center;">Seal of Bidder</p> <p>Date:</p>
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Acceptance of Tender

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)

For & on behalf of BSNL

Dated
Signature :

Designation :

Name of work: : Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)

**PART-II PRICE BID
SCHEDULE OF QUANTITIES**

UNPRICED BID NOT FOR QUOTING

Tender Inviting Authority: Executive Engineer (E),ED, Tirupati														
Name of Work: Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)														
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)														
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	CGST (%)	CGST in Rs. P	SGST / UTGST (%)	SGST / UTGST in Rs. P	IGST (%)	IGST in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words	HSN / SAC code
1	2	4	5	13	14	15	16	17	18	19	53	54	55	
1	Providing and fixing of lightning conductor finial made of 25mm dia 1200 mm long GI pipe (B-class) having single prong at top of the tower with suitable size GI base plate including holes etc., complete as required.	85	Jobs			0.00		0.00		0.00	0.00	0.00	INR Zero Only	
2	Providing and fixing 50mm X 3mm G.I. strip along the tower/Wall with suitable insulators fixed at required interval etc.,as required.(For Vertical Run)	50	Mtrs			0.00		0.00		0.00	0.00	0.00	INR Zero Only	
3	Providing and fixing 25mm X 5mm G.I. strip along the tower/Wall with suitable insulators fixed at required interval etc.,as required.(For Vertical Run)	150	Mtrs			0.00		0.00		0.00	0.00	0.00	INR Zero Only	
4	Providing and fixing 32mm X 6mm G.I. strip along the tower/Wall with suitable insulators fixed at required interval etc.,as required.(For Vertical Run)	50	Mtrs			0.00		0.00		0.00	0.00	0.00	INR Zero Only	

UNPRICED SCHEDULE

Name of work: : Restoration works of Lightning Conductor at priority RAN sites under Phase IX.2 4G project under Nellore Business Area of BSNL (Phase II)

5	Providing and fixing 25mm X 3mm G.I. strip along the tower/Wall with suitable insulators fixed at required interval etc.,as required.(For Vertical Run)	600	Mtrs			0.00	0.00	0.00	0.00	0.00	0.00	INR Zero Only
6	Supplying and laying of 40 mm dia rigid 2mm thickness PVC pipe for insulation of strip on surface of wall / tray with including clamps, cable ties, bends etc., as per site requirements as required.	200	Mtrs			0.00		0.00	0.00	0.00	0.00	INR Zero Only
Total in Figures									0.00	0.00		INR Zero Only
Quoted Rate in Words		Net Cost	INR Zero Only									
Quoted Rate in Words		Total cost i/c GST	INR Zero Only									

UNPRICED SCHEDULE

1	The firm shall be responsible to ensure that GST shown in the above columns is correct & Input Tax Credit for the amount shown above is admissible as per GST Act as amended up to date.
2	Tax Invoice / Bill of supply should be pre-printed with all the details as per the requirement under GST Act.
3	The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the terms as specified in the scope of work.
4	No advance payments can be made. Stipulations like levy of interest if payment is not made in a specified time are also not acceptable and the payment is governed by the normal BSNL practice.
5	Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as applicable.
6	Bidder must mandatorily mention correct HSN / SAC codes.
7	Bidder must quote the rate excluding GST, GST percentage (IGST ,CGST , SGST as applicable).
8	The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST.
9	In case of ambiguity, between schedule and specifications, schedule shall prevail. If there is ambiguity between “schedule and specification” verses IS / BS standards, “schedule and specification” shall prevail
10	List of sites and location etc will be supplied to the successful bidder along with award letter or by the Engineer in Charge concerned.