



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

Office of Sub Divisional Engineer (E)

BSNL Electrical Sub Division/Durg

DTO Building, Sector-5, Bhilai - Durg

**TENDER DETAILS**

**N.I.T. NO.** : 13 /SDE/BSNL/ ESD /DRG/18-19/ 129

dated : 09.10.2018

Name of Work	Repairing of Electrical fitting of advertisement box at Max-1 Durg & Sector -1 T.E under GMTD, Durg.
Name of Contractor and Address	
Contractor's Telephone Number	
Date of Application & receipt	
Tender Issued on	
Date & Time of Tender Opening	24 / 10 / 2018 : 03.30 P.M
Cost of Tender	177/- i/c 18% GST in favour of A.O. (CASH), O/o GMTD BSNL Durg.
Estimated Cost	28344/-
Earnest Money Deposit	567/- in favour of A.O. (CASH), O/o GMTD BSNL Durg.
Validity of Tender	90 Days

This tender document contains pages 01 to 33 only.

Signature of the Tender issuing Officer

Sub Divisional Engineer (E),  
B.S.N.L. Electrical Sub Division, Durg

(For and behalf of BSNL)

**UNDERTAKING**

I / We \_\_\_\_\_ hereby certify that I / We have gone through the clauses, specifications, Drawings of tender & Latest BSNL EW - 6 & 8 of Bharat Sanchar Nigam Limited & agreed with the terms & conditions contained therein.

Signature with Stamp  
Contractor

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**TENDER APPLICATION FORMAT (For Tender down loaded from Website)**

**From,**

Name of firm / company –

Name of Proprietor/ Partner/Managing Director --

Address - -

Pin Code \_\_\_\_\_ Phone \_\_\_\_\_ E– mail address - \_\_\_\_\_

**To,**

The Sub Divisional Engineer (E)

BSNL Electrical Sub Division

\_\_\_\_\_ Durg \_\_\_\_\_ (C.G.)

**Sub:** Application for the tender of “**Repairing of Electrical fitting of advertisement box at Max-1 Durg & Sector -1 T.E under GMTD, Durg.**”

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(Tender due on **24 / 10 /2018** )

Dear Sir,

As per tender publication Advertised on----- (Date) in ----- (Name of Newspaper) by your office and display of Notice Inviting Tender on web site [http:// www.chhattisgarh.bsnl.co.in](http://www.chhattisgarh.bsnl.co.in). We are hereby submitting the following documents as per check list. -

**CHECK LIST (as applicable)**

**ENVELOPE- I (Duly Sealed):**

- |   | Pl. Tick (√)             |
|---|--------------------------|
| 1. Cost of bid document if downloaded from website  | <input type="checkbox"/> |
| 2. Self attested copy of PAN Card   | <input type="checkbox"/> |
| 3. Self attested copy of EPF Registration certificate   | <input type="checkbox"/> |
| 4. Self attested copy of ESI Registration certificate   | <input type="checkbox"/> |
| 5. Self attested copies of GST registration certificate   | <input type="checkbox"/> |
| 6. Self attested copy of Valid Electrical License   | <input type="checkbox"/> |
| 7. Self attested copy of Chartered Accountant Certificate for IT Clearance                                  | <input type="checkbox"/> |
| 8. .. <b><u>Eligibility criterion</u></b> ( submit the self attested valid testimonials in the support ) :- |                          |

**BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.**

9. **EMD for Rs. 567/- in the format as per NIT.**

**Please note that if any of the above mentioned documents are not enclosed or incomplete in any respect, tender will not be considered.**

**ENVELOPE II (Duly Sealed):**

1. Tender document with the price break up filled in numerals and in words and duly signed in all pages along with

- i. Duly filled under taking to abide by EW-6 & EW-8 as per Page No.----26
- ii. Duly filled undertaking for EPF,ESI provisions as per Page No.--26
- iii. Duly filled near relative declaration as per Page No.----25
- iv. Duly filled declaration if downloaded tender as per Page No.----24

**The above check list gives brief information about the documents to be enclosed with the tender document. For further details refer the relevant pages of NIT.**

Place -----

Yours sincerely

Date -----

(Signature)

(Name in block letter)  
( Seal of firm)

**BSNL EW-6**  
Bharat Sanchar Nigam Limited  
( A Government of India Enterprise )  
Electrical Wing

Electrical Division: , Raipur

Sub Division- Durg

Certified that this tender schedule Contains \_\_\_\_\_ 33 \_\_\_\_\_ pages only.

NIT No **13/SDE/BSNL/ ESD /DRG/18-19 / 129** dated : **09.10.2018**

1. Circle : - Raipur

2 DIVISION: - Raipur

**Notice Inviting Tenders**

( As per Tendering Procedure in BSNL revised upto date )

Tenders in the prescribed form are hereby invited on behalf of the BSNL for the work of **Repairing of Electrical fitting of advertisement box at Max-1 Durg & Sector -1 T.E under GMTD, Durg.**

**01. Estimated Cost: Rs. 28344/-**

02. (a) Printed forms of tenders consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted, can be purchased, at the ~~Divisional~~ / Sub Divisional office between the hours of 1100 hrs and 1600 hrs. every day except on Sundays and public Holidays on payment of Tender sale Amounting to Rs. 177/- i/c 18% of GST as applicable in the form of Demand Draft of Nationalized / schedule Bank guaranteed by the Reserve Bank of India drawn in favor of Accounts Officer ( Cash ) , BSNL , O/o The GMTD , Durg.

(b) The site for the work is available/ or the site for the works shall be made available in parts.

(c) The tender forms can also be downloaded from the website.

(d) Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.

03. Tenders which should always be placed in sealed covers with the name of the work written on the envelope, will be received by the Sub Divisional Engineer (Elect.) / BSNL Electrical Sub division DTO Building Sector-5, Bhilai - Durg Upto 1500 hours on **24 / 10 /2018** and will be opened by him in his office on the same day at 1530 hours.

04. The time allowed for carrying out the work will be **One month** from the date of issue of award letter.

05. Issue of tender form will be stopped two days before the date fixed for opening of tenders. Tenders will be sold on working days; no tenders will be sold after 1600 hours.

06. a) Earnest Money amounting to Rs. **567/-** in the form of FDR/ BG/ CDR & of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of Accounts Officer (Cash), BSNL, O/o GMTD Durg must accompany each tender and each tender should be in two sealed covers, one cover containing the EMD in proper form and other cover containing tender super scribed as Tender for the work of **“Repairing of Electrical fitting of advertisement box at Max-1 Durg & Sector -1 T.E under GMTD, Durg.”** And addressed to Sub Divisional Engineer (Electrical) BSNL, Electrical Sub Division Durg. The Validity period of EMD is 120 days, from the date of opening of tender. Each tender should be in two sealed covers, first containing credentials for meeting the Eligibility conditions along with the cost of tenders and EMD in proper form, second cover containing tender documents. The credentials shall be self

attested and certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of tender opening. After verification of the contents of this envelope then second envelope containing the bid document shall be opened.

- b) The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.
- c) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

07) a) The contractor should submit and confirm Chartered Accountant Certificate in respect of turnover and other registration certificate [Enlistment in BSNL, Electrical License, Sales Tax] with attested copies (self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI) as applicable along with the application on printed letter head for purchase of tender.

b) The contractor shall submit and confirm his permanent account number (PAN) issued by the Income Tax Department.

c) The tenderer should submit the valid WCT/ Sales Tax/ VAT registration certificate

08. **Performance Guarantee:** The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee / CDR/FDR/DD (of a nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge upto a maximum period of 2 weeks on written request of Contractor. 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.

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

09. The acceptance of a tender will rest with the SDE(E)/ EE(E) / SE(E), Raipur/CE(E) Raipur [ As the case may be] who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. **Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.**

10. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

11. The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

12. i) 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 Directors of the company.

ii) 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).

iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for

tender/work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be Cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The format of the certificate to be given is,

<p><b><i>"I..... Son of Shri.....Resident of..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".</i></b></p> <p><b><i>(Seal of the firm)</i></b> <span style="float: right;"><b><i>( Signature of Contractor )</i></b></span></p>
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13. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractors service.
14. The tender for the works shall not be witnessed by the contractor who himself/himself has/ have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
15. It will be obligatory on the part of the tenderer to sign each page of the Schedule of work and the tender documents for all the component parts and after the work is awarded he will have to enter into a separate agreement for each component with the officer concerned.
16. Any tender not submitted in proper manner or if it contains too many corrections, over writings of absurd rates, and absurd amount will be liable to be rejected and the BSNL will be at liberty to take such action as it may deem fit without any reference to the tenderer.
17. The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely.
18. Extension of validity: In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
19. Unsealed tenders will be summarily rejected.
20. The contractor should read the tender documents carefully before submitting the tender.
21. Agreement shall be drawn with the successful tenderer on prescribed form. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
22. The tenderer shall furnish a declaration to this effect (in case downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and is identical to

the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm /organization.

23. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard form.

c). **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.

d). **INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC.**

If the CBI / Independent External Monitor (IEM) / Income Tax/ Sales Tax/Central Excise/Custom Department recommends such a course-Action will be taken as per the directions of CBI or concerned department.

**24. Eligibility Criteria: -**

**The Contractors should satisfy the following conditions:**

**BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.**

NOTE-1 :

The agency should have valid electrical licence, CA certificate for IT clearance  
The agency should have valid GST, EPF and ESI registration (if applicable).

**“The tender received by post / courier shall not be entertained and opened”**

**“Validity of tender shall be for 90 days from the date of opening of tender”.**

In case holiday is declared on opening date, tender will be opened at 15.30 Hrs. on next working day.

**25. 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.

**26. INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC.**

If the CBI / Independent External Monitor (IEM) / Income Tax/ Sales Tax/Central Excise/Custom Department recommends such a course-Action will be taken as per the directions of CBI or concerned department..

SUB DIVISIONAL ENGINEER (E)  
BSNL ELECTRICAL SUB DIVISION,  
DURG

For and on behalf of Bharat Sanchar Nigam Limited.  
**Phone no. 0788-2227344**



**FOLLOWING OFFICERS MAY BE CONTACTED FOR REDRESSAL OF COMPLAINTS:**

S. NO.	NAME OF OFFICER	POSTAL ADDRESS	Telephone Numbers	Fax Number
1	DE(Vig.) o/o CGMT	DE (Vig.)o/o CGMT Khamardih, Raipur (C.G.)	0771.2537400	0771.25366100
2	Chief Engineer(E),BSNL Electrical Zone, Raipur	O/o C.E.(E), BSNL Elect. Zone, 4 <sup>th</sup> floor, Auto Exch.G.E. Rd., Raipur	0771.2433103	0771.2433104
3	CGMT , CG CIRCLE	o/o CGMT,Khamardih, Raipur(C.G.)	0771.2229555	0771.2229700

**COPY TO:**

01. The GMTD, Durg.
02. The Superintending Engineer (E), O/o Sr. CE(E) BSNL Electrical Zone, Raipur.
03. The Executive Engineer (E), BSNL Electrical Division, Raipur.
04. The Sub Divisional Engineer (E), BSNL Electrical Sub Division, Raipur -i/ii., Jagdalpur.
05. The Accounts Officer, BSNL Electrical Division, Raipur.
06. The All Contractors.

SUB DIVISIONAL ENGINEER (ELECT.)

BHARAT SANCHAR NIGAM LIMITED  
(A Government of India Enterprise)

CIRCLE – BSNL Electrical Circle Raipur.  
BRANCH: Electrical

DIVISION, - Raipur  
SUB DIVISION – Durg

Tender for the work of **“Repairing of Electrical fitting of advertisement box at Max-1 Durg & Sector -1 T.E under GMTD, Durg.”**

(A) (i) Issued to (contractor) \_\_\_\_\_

(ii) Tender Cost: Rs. 177/- i/c GST.

III) Receipt No.

(iv) Date of application

(v) Date of issue:

(v) Signature of officer issuing the documents:

(vii) Designation

(B) (i) To be submitted by (time) 15.00 hours on (date) 24 / 10 / 2018 to the SDE(E), BSNL ESD, Durg

(ii) To be opened in presence of tenderers who may be present at 15.30 hours on the same day in the office of SDE[E] BSNL Electrical Sub Div., Durg

**TENDER**

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. A sum of **Rs 567/-** is hereby forwarded in the form of Deposit at call receipt/FDR/Bank guarantee of a Nationalized/Scheduled Bank as earnest money. 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 upto 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 for one year from the date of actual completion of work.

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.

Signature of Witness

(required in the case of contractor's thumb impression  
is given by the contractor in place of signature )  
(Name & Postal address)

(Signature of contractor )  
Seal of Contractor

Date:

Occupation of Witness

### **ACCEPTANCE**

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

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

- a)
- b)

For & on behalf of BSNL

Dated

Signature \_\_\_\_\_  
Designation

**MODIFICATIONS TO NEW BSNL EW 6 & EW 8**  
(IN CASE OF SINGLE BID SYSTEM)

S. No.	Reference	Pg. No.	New EW 6	To be read as
1.	Para 3(a)	2.	Does Not Exist	If a holiday is declared on the tender opening day, the tender will be opened on the next working day. Deleted.
2.	Para 6 (a)	2.	In case of e-tendering, each tender should be in two sealed covers, first containing credentials for meeting the Eligibility conditions along with the cost of tenders and EMD in proper form, second cover containing tender documents. The credentials shall be self attested and certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of tender opening.	
3.	Para 6 (a)(ii)	3.	Does not Exist.	<p><b><u>E-TENDERING</u></b></p> <p>The tender documents consisting of plans, specifications, schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor, whose tender may be accepted and all other relevant information / documents / drawings pertaining to the work can be downloaded for quoting the tender from our website <a href="http://www.chhattisgarh.bsnl.co.in">www.chhattisgarh.bsnl.co.in</a>.</p> <p>• <b>Submission of tenders:-</b> In case the tender documents are downloaded from the internet, the bids shall be submitted as per two envelope system as described below: The tenderer shall submit the tender in two nos. separate sealed envelopes marked as Envelope I and Envelope II. The name of the work, name of tenderer, last date of receipt of tender should be mentioned on each envelope. After verification of the contents of envelope I, then second envelope containing the bid document shall be opened. If Envelope-I is not annexed or the documents submitted in the Envelope-I are found incomplete or not in proper form against requirements as given below herein, then the Envelope-II containing price bid will not be opened at all and shall be returned to the tenderer on the spot if the tenderer is present at the time of tender opening.</p> <p>○ <b>The envelope-I shall contain the following:-</b></p> <ul style="list-style-type: none"> <li>▪ Cost of bid documents (which shall not be refunded, even if bidder is found ineligible for issue of tender documents) in form of a separate demand draft of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India drawn in favour of <b>A.O. (Cash), BSNL O/o GMTD, Durg</b></li> <li>▪ Earnest money amounting to Rs.567/- in the form of CDR/FDR/DD/BG of a nationalized/scheduled bank guaranteed by the Reserve Bank of India drawn in favour of <b>A.O. (Cash), BSNL O/o GMTD, Durg</b></li> <li>▪ (Proforma as per Annexure-I).</li> <li>▪ Self Attested Copy of PAN card issued by Income Tax Department</li> <li>▪ Self Attested copy of Chartered Accountant Certificate for turnover.</li> <li>▪ Self Attested copy of GST Registration Certificate.</li> <li>▪ Self attested Documents for establishing eligibility. The testimonials regarding the</li> </ul>

				<p>list of works satisfactorily completed (at least for the requisite magnitude) should be obtained from an Officer not below the rank of Executive Engineer in the organization concerned.</p> <ul style="list-style-type: none"> <li>▪ Self Attested copy of EPF and ESI Registration Certificate.</li> <li>○ <b>The envelope-II shall contain the following:-</b> <ul style="list-style-type: none"> <li>▪ Bid Document with the price break up filled in numerals and in words and duly signed in all pages.</li> </ul> </li> </ul>
4.	Para 7	3.	<p>(a) The contractor should submit and confirm Chartered Accountant Certificate in respect of turnover and other registration certificate [Enlistment in BSNL, Electrical License, Sales Tax] with attested copies (self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI) as applicable along with the application on printed letter head for purchase of tender.</p> <p>b) The contractor shall submit and confirm his permanent account number (PAN) issued by the Income Tax Department.</p> <p>c) The tenderer should submit the valid WCT/ Sales Tax/VAT registration certificate.</p>	<p>The tender documents consisting of plans, specifications, schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor, whose tender may be accepted and all other information/documents/drawings pertaining to the work will be open for inspection by tenderer and can be had from the Office of Sub Divisional Engineer (E), BSNL, Electrical Sub Division, Durg between 11.00 hours &amp; 16.00 hours every working day except on Sundays and Public Holidays on payment of Rs. 177/- i/c of 18% GST (Non refundable). The cost of tender documents deposited along with application for tender issue shall not be refunded, even if bidder is found ineligible for issue of tender documents.</p> <p>The firms shall submit application for issue of tender documents on its printed letter head, accompanied with Self Attested Copies of the following documents in support of fulfilling the eligibility criterion:</p> <p>a) Documents for establishing eligibility. The testimonials regarding the list of works satisfactorily completed (at least for the requisite magnitude) obtained from an Officer not below the rank of Executive Engineer in the organization concerned.</p> <p>b) Chartered Accountant Certificate for turnover with a copy of PAN card issued by Income Tax Department.</p> <p>c) GST Registration Certificate</p> <p>d) EPF &amp; ESI Registration Certificate .</p>
5.	Para 24(a)	5.	Does not Exist	<p>i) If it is found at any stage of tender scrutiny after submission of tender that the bidder has made any correction/addition/alteration/omission in tender documents vis-à-vis tender documents available on the website / original Draft NIT in office, the bid shall be treated as non-responsive and shall be summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any other action as per prevalent rules.</p> <p>ii) The conditional tender or tenders with conditional rebate shall be summarily rejected.</p> <p>iii) The tenderer shall submit the original computer printout of the tender documents downloaded from the internet. Photocopy shall not be accepted.</p> <p>iv) The Tender documents shall not be sent through the Courier/Post. Tender documents received through Courier/post shall not be opened / considered at all.</p> <p>v) All communication with the bidders shall be in writing. Fax / E-mail shall be covered under this category and considered as adequate means of communication.</p>
6.	Para 25	5.	This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting	The Notice Inviting Tender shall form part of the contract document, in accordance with clause-1 of the contract. The contract shall be deemed to have come into effect on issue of communication of-

			<p>authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-</p> <p>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.</p> <p>b) Standard form.</p>	<p>acceptance of tender. On such communication of acceptance, the successful tenderer /contractor shall within 15 days from such date, formally sign the contract consisting of:-</p> <p>(a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tenders and acceptance thereof together with any correspondence leading thereto.</p> <p>(b) Standard E.W.-8 Form.</p>
7.	Para 25(ii)	5.	Does not exist	<p><b>EPF PROVISIONS:-</b></p> <p>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 the prescribed proforma (UNDERTAKING REGARDING EPF PROVISIONS)</p>

.Sl No.	Reference	Pg No.	New EW 8	To be read as
1.	Para 2 of "Tender"	6.	I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance...	I/We hereby tender for the execution of the work specified for BSNL within the time specified, as per the schedule of quantities and in accordance...
2.	Para 2 of "General Rules and Directions"	8.	...and the amount of performance guarantee to be deposited by the successful tenderer(s).	...and the amount of performance guarantee to be deposited by the successful tenderer(s), and the amount of Security Deposit to be deducted from the bills.
3.	Para 14© of "General Rules and Directions"	10.	<p>For the purpose of evaluation of financial Bid, composite price inclusive of all taxes and levies will be considered.</p> <p><input type="checkbox"/> The unitwise cost /break up is necessary for the purposes of information and Verification of composite price so quoted by the contractor/supplier.</p> <p><input type="checkbox"/> The contractor supplier shall submit to BSNL documents /proof of payment of all taxes /levies alongwith exemption certificate if any ,to avail CENVAT benefits by BSNL</p> <p><input type="checkbox"/> However the evaluation and comparison of respective bids shall be done on the basis of net cost to BSNL on the prices of the goods offered inclusive of duties and taxes (but –excluding CENVAT-able duties and taxes) sales tax, packing, forwarding ,freight and insurance charges as per existing BSNL policies.</p>	<ul style="list-style-type: none"> <li>• The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of duties and taxes (but excluding CENVAT – able duties &amp; taxes), GST, packing, forwarding, freight and insurance charges etc., as indicated in the price schedule.</li> <li>• Vendors should furnish the correct E.D. / Customs tariff Head in the price schedule. If the credit for the Duties and Taxes under CENVAT credit rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.</li> <li>• In case the Duties &amp; Taxes which are non CENVAT – able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties &amp; Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties &amp; Taxes if already paid to them. However, BSNL may allow the supplier to submit necessary documents in this regard which may enable BSNL to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.</li> </ul>

4.	Para 25 of "General Rules and Directions"	12.	Does not exist	<ul style="list-style-type: none"> <li>• BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D. / Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D. / Customs Tariff notifications.</li> <li>• If the supplier fails to furnish necessary supporting documents i.e. Excise / Customs invoices etc. in respect of the Duties / Taxes which are Cenvatable, the amount pertaining to such Duties / Taxes will be deducted from the payment due to the firm.</li> <li>• Invoice shall clearly indicate break up details of composite price i.e. Basic, E.D., GST, any other Duties and Taxes, Freight / Packing Charges, Service Tax etc.</li> </ul> <p>Agency has to observe all the labour rules &amp; regulation in force. Agency shall be fully responsible for any violation observed at any time.</p>				
5.	Para 26 of "General Rules and Directions".	12	Does not exist	<p><i>Bye laws Indemnity against liabilities</i></p> <ul style="list-style-type: none"> <li>○ The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.</li> <li>○ The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages, costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor.</li> <li>○ All liabilities / penal recoveries on matters arising out of tax/excise /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc., shall be borne by the contractor.</li> </ul>				
6.	Para 27 of "General Rules and Directions"	12.	Does not Exist	<p><b>Currency of contract:</b> 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.</p>				
7.	Para 8.1 of "Conditions of Contract".	15.	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 low est of three agencies who agree to the rates decided by BSNL in respect of 1st low est in the following manner:-	<p>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 low est agencies who agree to the rates decided by BSNL in respect of 1<sup>st</sup> low est in the following manner:-</p> <table border="1" data-bbox="899 1808 1498 1938"> <thead> <tr> <th data-bbox="899 1808 1019 1938">Number of Bidders in whom</th> <th data-bbox="1019 1808 1498 1938">Distribution of Quantity</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Number of Bidders in whom	Distribution of Quantity		
Number of Bidders in whom	Distribution of Quantity							

		<p>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.</p> <p>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: i) 70% to the first lowest tenderer. ii) 30% to the second lowest tenderer.</p> <p>In case the tenderers other than lowest tenderer does not agree to match the rates of L1 then 100% works shall be awarded to the lowest tenderer.</p>	<table border="1"> <tr> <td data-bbox="901 90 1019 247"><b>the order is proposed to be placed</b></td> <td data-bbox="1019 90 1521 247"></td> </tr> <tr> <td data-bbox="901 247 1019 331">2 (two)</td> <td data-bbox="1019 247 1521 331">L1 shall be given 70% <del>L2 shall be given 30%</del></td> </tr> <tr> <td data-bbox="901 331 1019 457">3 (three)</td> <td data-bbox="1019 331 1521 457">L1 shall be given 50%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.</td> </tr> <tr> <td data-bbox="901 457 1019 594">4 (four)</td> <td data-bbox="1019 457 1521 594">L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.</td> </tr> <tr> <td data-bbox="901 594 1019 678">5 (five)</td> <td data-bbox="1019 594 1521 678">L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.</td> </tr> </table> <p>In case lowest evaluated price (L1) is not accepted by other bidders BSNL reserves the right to award the entire quantity under this tender on the bidder(s) with lowest evaluated price.</p>	<b>the order is proposed to be placed</b>		2 (two)	L1 shall be given 70% <del>L2 shall be given 30%</del>	3 (three)	L1 shall be given 50%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.	4 (four)	L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.	5 (five)	L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.
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5 (five)	L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.												
8.	Clause 7.3 of "Clauses of Contract".	<p>22. Payment to the contractors for Air Conditioning, Engine Alternator, Sub Station, Lifts, fire detection, fire fighting and other specialised items, during progress of work, will be regulated as below :-</p> <p>a) 80% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.</p> <p>b) 10% of prorata of the approved price breakup of contract value after successful installation of equipment</p> <p>c) 5% of the approved contract value after successful completion of Initial acceptance testing.</p> <p>d) 5% of the approved contract value after successful completion of the final acceptance testing.</p> <p>e) For the works where A/T is not applicable e.g. for substation, lift, fire fighting etc.</p> <p>5% of the approved contract value shall be released after clearance by Electrical inspector/ Lift inspector/ Fire officer respectively.</p>	<p><b>Deleted</b></p>										
9.		Does not Exist	<p style="text-align: center;"><b>Annexure I</b> <b>MODEL FORM OF BANK GUARANTEE</b> <b>(for submitting EMD)</b></p> <p>Whereas _____ (hereinafter called "the contractor(s)") has submitted its Tender dated _____ for the work _____</p> <p>_____</p> <p>KNOW ALL MEN by these presents that WE _____ 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.</p> <p style="text-align: center;">THE CONDITIONS of the obligation are:</p> <ol style="list-style-type: none"> <li>If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form; or</li> <li>If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity.</li> </ol>										



		<p>(a) Fails or refuses to execute the Contract.</p> <p>(b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document.</p> <p>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.</p> <p>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.</p> <p>Signature of the Bank</p> <p>Signature of the Witness Name of Witness</p> <p>Address of Witness:</p>
10.		<p>Does not exist</p> <p style="text-align: center;"><b>ANNEXURE II</b> <b>PERFORMANCE SECURITY GUARANTEE BOND</b></p> <p>In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, _____ (name of the bank) _____ ( hereinafter refer to as 'the bank') at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.</p> <p>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 contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(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 courts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.</p> <p>3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.</p> <p>4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 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.</p> <p>5. We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.</p> <p>6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).</p> <p>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.</p> <p>Dated the _____ day of _____ for _____ (indicate the name of bank)</p>

## BSNL EW

## 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 contractor Attached

### SCHEDULE 'C'

Tools and plants to be hired to the contractor NiL

### SCHEDULE 'D'

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

### SCHEDULE 'E'

Schedule of components of Materials, Labour etc. for escalation - NiL

### SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work:	<b>Repairing of Electrical fitting of advertisement box at Max-1 Durg &amp; Sector -1 T.E under GMTD, Durg.</b>
Estimated cost of work:	Rs- 28344/-
Earnest money:	Rs- 567/-
Performance Guarantee and Security Deposit	Refer clause 8 of BSNL EW 6

### **GENERAL RULES And Direction** :

Officer inviting tender SUB DIVISIONAL ENGINEER  
ELECTRICAL SUB DN,  
DURG.

#### Definitions

2(v) Engineer-in-Charge EXECUTIVE ENGINEER (E) BSNL ED,  
RAIPUR

2(vi) Accepting Authority SDE (E)/EE(E) BSNL ELECTRICAL SUB DIV DURG.

2(x) Percentage on cost of materials and labour to cover all overheads and profits 10%(TEN)

#### CLAUSE 5

Time allowed for execution **one month**

Authority to give fair and reasonable extension of Time for completion of work SE (E), BSNL Electrical Zone, Raipur

Competent Authority for Deciding reduced rates SE (E), BSNL Electrical Zone, RAIPUR

#### CLAUSE 10 CC

NOT APPLICABLE

CLAUSE-12 12.2(ii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.2(i) and (ii)	+ / - the percentage over the estimated rate entered in the schedule of the rates
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Clause 25	Competent authority for conciliation:	SE (E) not in-charge of the work.
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## **IMPORTANT NOTES FOR THE CONTRACTORS WHO DOWNLOAD THE TENDER FROM WEBSITE**

The contractors who are down loading the tender from Web-site are instructed to go through the following points:-

1. The contractor has to submit tender application format, tender fee, Earnest Money & pre-qualification criteria as per NIT in first envelope for participation in tender, which will be opened on the same day of opening of tender. If he does not fulfill the eligibility conditions, second envelope will not be opened.
2. The contractor has to give an undertaking that he has gone through and abide by all the clauses & conditions of BSNL EW-8 which is a standard form and available in the market and can be seen in any electrical Sub-Division / Division offices anywhere in India .
3. Tender fees once submitted will not be returned back i.e. it is non refundable whether the tenderer is eligible to participate in the tender or not.
4. The tenderer shall submit the complete downloaded document from website. If during the process of tender finalization, it is detected that the tenderer has submitted tender documents after making any changes / corrections / additions / alterations / deletions / omissions / modifications in the tender documents downloaded from the website, the offer shall be summarily rejected and the EMD deposited by tenderer shall be forfeited in addition to any other action as per prevalent rules and even if the discrepancy is noted after award of work the contract will be cancelled without assigning any reason.

## DECLARATION BY TENDERER DOWNLOADING THE TENDER FROM WEBSITE

**(To be signed by the contractor who downloads the tender from the web site)**

1. I / We have submitted the tender in the Proforma as downloaded directly from the website, which are same as available in the website and there is no change in the format, number of pages etc.
2. I / We have not made any changes / corrections / additions / alterations / deletions / omissions / modifications etc. in the tender documents downloaded from website.
3. I / We have checked that no page is missing and all pages as per the Index are available and that all pages of tender document submitted by me/us are clear and legible.
4. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
5. I / We have stitched and sealed the tender documents properly before submitting the same.
6. I / We have submitted the cost of the tender along with EMD in the first cover as prescribed.
7. I / We have read carefully and understood the 'Important instructions to contractors', 'important instructions to tenderers downloading the tender documents from web site' and entire standard BSNL EW 6 / EW8 clauses and proforma form displayed in web site.
8. Certified that I have gone through the terms & condition of standard BSNL EW-6 & BSNL EW-8 forms containing general conditions of contract and I shall abide by the same.
9. I hereby agree that BSNL EW-6 & BSNL EW-8 forms shall form part of the agreement in case the work is awarded to us.
10. In case at a later stage, it is noticed that there is any difference in my/our tender documents with the original documents, BSNL shall have the right to cancel the tender/work, forfeit the Earnest Money/Security Deposit, take appropriate action as per the prevailing rules in force and BSNL shall not be bound to pay any damage to me/us on this account.

DATE :

SIGNATURE OF CONTRACTOR

## **DECLARATION BY TENDERER**

(To be signed by all contractor )

Sub : Participation of near relatives of the BSNL employee in the Tender /  
Execution of works in BSNL units.

Ref: Lt. No. 151-08/2002/0 & M / 38 dtd : 11-09-2002 from O & M Cell , New Delhi.

- (a) To be signed by Proprietor in case of proprietorship firm.
- (b) To be signed by all partners in case of partnership firm .
- (c) To be signed by all the directors in case of a company.

M/s \_\_\_\_\_

S/o \_\_\_\_\_

R/o \_\_\_\_\_

hereby certify that none of my relatives(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 absolute right to take any action as deemed fit / without any prior information to me.

Place :

Date :

SIGNATURE OF CONTRACTOR

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### **UNDERTAKING REGARDING EPF & ESI PROVISIONS**

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

hereby give an undertaking that -

**( Tick the appropriate )**

- I/We have employed only ----- persons in our establishment and hence the EPF and Miscellaneous provisions Act, 1952 is not applicable to my/our establishment.
- I/We have employed only ----- persons in our establishment and hence the "ESI registration " is not applicable to my /our establishment.
- I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our registration no is ----- . We undertake to keep it valid during the currency of contract.
- I/ We have registered as per the ESI regulation 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

**(Seal of the firm)**

**(Dated Signature of Contractor)**

**UNDERTAKING TO ABIDE BY EW6 & EW8**

**UNDERTAKING A**

"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)**

## **SCHEDULE “D”**

### **“IMPORTANT NOTE & ADDITIONAL CONDITIONS FOR CONTRACTORS”**

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

#### **1. TAXES AND DUTIES:**

**GST , work contract tax, purchase tax, turnover tax, labour Cess or any Tax applicable in respect of this contract as applicable shall be borne by the bidder himself .The bidder shall quote his rates considering all such taxes .The TDS as per the government regulation will be recovered from the contract.**

#### **2. EPF and ESI CONDITIONS: -**

The bill of Contractor shall accompany the following documents: -

- (i) The contractor must submit the list showing the details of Labours / Employees engaged.
- (ii) Duration of their engagement.
- (iii) The amount of wages paid to such Labours / Employees for the duration in question.
- (iv) Amount of EPF & ESI contribution on (Both Employers and Employees contribution) for the duration of engagement in question, paid to EPF AND ESI authority.
- (v) Copies of authenticated documents of payments of such contributions to EPF & ESI authority
- (vi) A declaration from the contractor regarding compliance of conditions of EPF Act 1952 amended up to date And ESI regulation.

#### **3. Increase / Decrease in tender quantity :**

- (a) BSNL will have the right to increase or decrease up to 25% 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.
- (b) In exceptional situations where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing tenders, 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 Nine months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing tenders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

#### **4. Tender Evaluation**

The evaluation and comparison of responsive bids shall be done on the basis of LOWEST COST to BSNL on the prices offered inclusive of GST, Packing, freight, and insurance charges etc as indicated in the price schedule. The bid with lowest cost as elaborated above will be the L-I Bidder.

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

**In case of statutory variation in regard to GST rate, only in respect of package ac units, ea sets and lifts, within 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 increased. Price adjustment provision on account of change in TAX shall not apply in respect of equipments/components of equipments/materials other than package ac units, ea sets, lifts. The bidder shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of same by a duly authorized representative of BSNL and further shall furnish such other information / document as Engineer In charge may required.**

**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 Engineer In charge that same is given pursuant to this condition, together with all necessary information relating thereto.**

**The agreement shall be signed between the firm and Sub Divisional Engineer (E) BSNL Electrical Sub Division Durg, within a fortnight from the date of approval.**

**Firm has option to deposit Earnest Money in form of Bank Guarantee for work in BSNL's attached format and manner (Annexure – I)**



**PERFORMANCE SECURITY GUARANTEE BOND**

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

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

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

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_

(indicate the name of bank)

## **GENERAL CONDITIONS OF CONTRACT**

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

### **1. TAXES AND DUTIES:**

GST , work contract tax, purchase tax, turnover tax, labour Cess or any Tax applicable in respect of this contract as applicable shall be borne by the bidder himself .The bidder shall quote his rates considering all such taxes . The TDS as per the government regulation will be recovered from the contract.

### **2. EMPLOYEES PROVIDENT FUND:**

The contractor shall comply / fulfil the provisions of the EPF & Misc. Provisions Act.-1952 and Employees Provident Fund Scheme-1952 as amended up to date in respect of labourers / Employees engaged by them for performing this work. Any consequences arising due to non-complying of the provisions as specified above shall be the sole responsibility of the firm only.

- (a) Agency has to observe all the labour rules & regulation in force.
- (b) Firm shall be fully responsible for any violation observed at any time.

### **3. SUFFICIENCY OF TENDER:**

The contractor shall be deemed to have satisfied himself before entering into the contract as to the correctness and sufficiency of the offer the work and of the rates quoted in the schedule of works. The rates and the amount shall except as otherwise provided, cover all the obligation under the contract and all matters and things necessary for proper completion and maintenance and guarantee of the work.

### **4. STORES AND SAFETY:**

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 sources. Lockable space for storing the material may be provided on request from the contractor. However, safe custody of the material stored at site will be responsibility of the contractor.

### **5. CO-ORDINATION AT SITE:**

At the site of work than one agency may be working. Full co-operation 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 creation as well to normal routine work.

### **6. PROGRAMMES FOR EXECUTION**

The firm shall supply detailed programme to Engineer in charge for execution of contract within 10 days of award of work.

### **7. PACKING FORWARDING AND STORING AT SITE:**

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

### **8. TOOLS & PLANTS**

All tools and plants, testing & safety equipments required for carrying out various tasks relevant to repairing and maintenance have to be arranged by firm at its own cost.

#### **9. BYE-LAWS, INDEMNITY AGAINST LIABILITIES:**

- (a) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving/ receiving all necessary notices and keep the Engineer-in-charge informed about the notices issued and received.
- (b) The contractor shall indemnify the BSNL against all claims in respect of patent rights, design, trade mark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall him-self pay all royalties.
- (c) License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.
- (d) All liabilities/ penal recoveries on matters arising out of tax/ excise/ levies such as incorrect deductions, discrepancies in the filing of returns, revised assessment by the concerned authorities etc. shall be borne by the contractor.
- (f) It is contractor's liability to follow all safety procedures in accordance with relevant I.S. amended up to date during execution of work at site.

#### **10. SPECIAL CONDITION:**

Compensation to be levied in cases of use of duplicate/spurious material.

“Department reserves the right to get inspected the panels and any components thereof by the manufacturer / their authorized representative, whose report as regards to the genuineness of component shall be final and binding. In case any component upon such inspection is found to be duplicate/spurious, double the cost to such component based on price list (without any discount whatsoever) effective on date of aforesaid inspection shall be recoverable.

In case the contractor agrees to replace the components so found spurious/duplicate at his cost, within 15 days of the said report compensation of Rs. 1,000/- per component found spurious/duplicate shall be levied against the contractor.

Besides the above the Department reserves the right to take disciplinary action against the contractor.

Decision of S.E. in such case shall be final and shall be out of purview clause – 25 of arbitration.

**SCHEDULE OF QUANTITY**

**Name of work- Repairing of Electrical fitting of advertisement box at Max-1 Durg & Sector -1 T.E under GMTD, Durg.**

Sl. No.	DESCRIPTION OF ITEMS	QTY. Nos.	Basic price Including Freight, Insurance, Packing and forwarding but exclusive of all levies & charges	Goods & Service Tax (GST)				Discount offered (if any)/ UNIT	Unit price Inclusive of all GST and Freight, etc less Discount offered (if any) [(4+5)-6]	Unit price excluding GST but including Freight etc and Discount offered (if any) [4-6]	Total Amount Inclusive of all GST and Freight etc. Discount offered (if any) [(Col3X Col.7)]	Net cost to BSNL amount excluding GST but including Freight etc and Discount offered (if any) [(Col3X Col.8)]	
				Rs.	%	Rs.							Rs.
1	2	3	4	5	a)	b)	c)	5=(a+b+c)	6	7	8	9	10
				Total GST % Rate	SGST	CGST	IGST	Total GST Amount					
1	Supplying of the following size PVC insulated PVC sheathed unarmoured Copper conductor 1.1 KV grade power cable ec complete as reqd.												
a)	2x1.5 sqm m	150 Mtrs											
2	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.												
a)	Upto 35 sq. mm (clamped with 1mm thick saddle)	150 Each											
3	Supply & fixing of the following electrical items i/c connection , testing etc complete as reqd.	40 Nos											
a)	18 watt CFL Lamp												

4	Supplying and fixing brass batten/ angle holder including connection etc. as required.	40 Each											
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Sub-Divisional Engineer [E]  
BSNL Electrical Sub-Division  
Durg

## TECHNICAL SPECIFICATIONS.

1. **The work shall be done as per current C.P.W.D. specifications for electrical works and Indian Electricity Rules as amended from time to time.**
2. The work shall be supervised by a qualified Engineer as provided in C.P.W.D. Manual.
3. The layout of the work will be given by the Engineer-in-charge or his duly authorized representative at site of work.
4. The following wiring shall be done on separate circuits.
  - i. Power plug wiring.
  - ii. Light & fan point wiring.
  - iii. Emergency light point wiring to be fed from battery.
  - iv. Fire detectors.
5. The earthing sets shall be provided in the presence of the Engineer-in-charge or his authorized representatives.
6. The tenderer should submit the sealed samples of materials to be used on work along with the tender. The samples of the successful tenderer will be retained by the Engineer-in-charge while the samples of other will be returned after the tender is decided. Unapproved materials, if used on the work shall have to be removed immediately at the cost and risk of the contractor.
7. The contractor will have to submit the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
  - i. Earth test.
  - ii. Polarity test.
  - iii. Insulation test.
  - iv. Earth continuity test of the conduit pipes.
8. Any damage done to the building by the contractor during the execution of work shall have to be made good at his own cost and risk. If he does not do it himself within a reasonable time determined by the Executive Engineer (E) then the same will be done at his risk by the department after giving notice to him.
9. At the time of laying conduit pipe in the slab/wall in recess the contractor will keep fish wire of 14 SWG wire throughout conduit pipe and will have to take special care so that the conduit is not passed through air-conditioning ducts, grills, columns, beams etc. If any such necessity of foreseen special written permission of Executive Engineer (E) will be obtained before such work is carried out. In case of failure the contractor will not be paid on this account. The successful tenderer should recess the conduit in the sails before they are plastered and in collaboration with the building progress of the work. Any damage done will have to be made good at the cost of the contractor. The conduit pipe should be mechanically and electrically continuous.
10. All M.S. boxes for switches plugs and regulators etc. should be provided with 3mm. thick synthetic phenolic bounded laminated sheet columns.
11. The various circuits wiring at various places shall be kept minimum by taking the runs on walls where crossing of columns is not necessary. This has to be decided before the casting of slab so that unnecessary lengths of conduits are not laid therein.
12. All the main distribution boards panel, sub-main board and sub-distribution boards and their complete fittings shall be sign written clearly indicating the number of distribution board the type of load it is serving the number of circuits contained in the type of load it is serving and the number of circuits contained. In the distribution box. Details of the recess fed from the particular distribution box shall be pasted in a tabular form on the resource of the cover of distribution box.
13. Underground cables of 1 KV grade should be subjected to pressure insulation tests before and after laying the same cost of all repairs and replacements and all extra work of removal and relaying will have to be made good by the contractor at his own cost & risk.

14. The contractor shall have to use metal clad switches and metal clad distribution of specified categories as given below unless otherwise specified.
15. Termination of all connections on main board and sub-main distribution board will be done by crimping and nothing extra will be paid on this account.
16. Inter connections on the main board and sub-main boards will be done by solid copper conductor with PVC sheathing/copper conductor cable.
17. All instruments shall be arranged by the contractor, Departmental instruments may also be issued if available at @ Rs.100 per day per instrument.
18. Unless otherwise specified bakelite sheet shall be plain white colour without any pattern .Also "Anchor" or similar superior make piano switches shall be used. Both sheet as well as piano switches shall be approved by the Engineer-in-charge before execution.
19. (i) All cable having more than one strand should invariably crimped with dowells lugs/ferrules of appropriate size crimping tool is to be arranged by the contractor at no extra cost .In case contractor fails to bring crimping tools department may supply crimping tool subject to availability at an extra cost of Rs. 100/- per day per instrument. Responsibility on account of delay shall rest entirely with the contractor.  
(ii) If any conduit is already laid/M.S. box is fixed in the slab/wall of the bldg. its recovery will be governed by the formula as per DSR 2007 + contract abatement on the related sub-Head.
20. The piano switches for fans and light plugs shall be I.S.I. marked type/approved switches only.
21. When a boards are connected to a voltage, higher than 250 volt all the terminals of leads of the apparatus mounted on shall be marked and the following colours to indicate the different poles or phases to which the apparatus for different terminals may have been connected.

A. C.  
Three phases -  
Red, Blue, Yellow  
Neutral: - Black

D. C.  
Three wire systems –  
outer wires: Red & Blue.  
Neutral: - Black

22. "BSNL reserves the right to get material inspected any components thereof by the manufacturer/ their authorized representative, whose report as regards to the genuineness of component shall be final and binding. In case any component upon such inspection is found to be duplicate/spurious, double the cost of such component based on price list (without any discount whatsoever) effective on date of aforesaid inspection shall be recoverable.

In case the contractor agrees to replace the components so found spurious/duplicate at his cost, within 15 days of the said report compensation of Rs.1000/- per component found spurious/duplicate shall be levied against the contractor.

Besides the above the BSNL reserves the right to take disciplinary action against the contractor.

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

SL No.	Item	Makes
1	Engine	Ashok Leyland/Cummins/ Cater pillar / KOEL/ Volvo Penta/ Mahindra & Mahindra (up to 40 KVA)/Escorts (up to 30 KVA)/ Eicher (up to 20 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amar a Raja / AMCO / Farukawa/ Hitachi / Exide/ Prestolite/ Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6)	Biocco Lawrie / Crompton / Kirloskar / MEI/ Jyoti Ltd
5	Transformer (Oil filled / Dry type)	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton/ EMCO / Kirloskar/Siemens
	a) Above 400 KVA	
	b) Up to 400 KVA	In addition to above makes, Uttam/Automatic Electric Gear(AEG)/Pats on/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
15	Coldshrink HT/LT Cable Joint	Denson / 3M(M-Seal) / Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt/ WASP/Grundfos
23	Submersible Pump	Crompton/Amrut/ BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/ Crompton



26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	G/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal / TTA / Tata / Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul
31	Compressors	Carrier/Emerson copeland/York/Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / Pilkington / UP Twiga
33	Expanded Polystyrene	BASF(India) Ltd.
34	Gauge	Feibig / H.Guru / Pricol
35	Controls	FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland
36	Fine Filters	Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37	GISheet	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
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

**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