भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of Executive Engineer (E), BSNL Electrical Division
2nd Floor, City Telephone Exchange,
Agrasen Chowk , Bilaspur

TENDER DOCUMENTS

E-TENDER ONLINE

N.I.T. NO. : **20 /EEE/BSNL/ BSP/2019-20 (1st RECALL)**

Name of Work :	**Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur.**
Name of the Agency :	
Address	
Telephone Nos.:	
Date and time of Tender Submission :	**Date 30.03.2020 at 15:00 Hrs.**
Date and time of Tender opening:	**Date 30.03.2020 at 15:30 Hrs.**

This tender document contains ---38------ (Thirty Eight) pages only.

To be Submitted only online on website **" www.tenderwizard.com/BSNL"**

Executive Engineer (E),
B.S.N.L. Electrical Division,
2nd Floor , City TelephoneExchange,
Agrasen Chowk , Bilaspur (C.G.)
(For and behalf of BSNL)

CHECK LIST FOR THE TENDERER

IMPORTANT NOTE: The contractor has to Upload the scanned copies of following documents with **on-line bid submission** and also submit the original / self attested copies of these documents, in the office of tender opening authority.

NAME OF THE VENDOR: …..…….

Sl. No	Description	Submitted/Uploaded Yes/No	Detail of document Submitted/Uploaded
	The Firms who fulfill the following requirements shall be eligible to bid.		
1	Average annual turnover during the last three years ending 31st March of the previous financial year should be at least 30% of the Estimated cost put to tender. **AND** I. The original manufacturer or enterprise registered under MSME . **OR** II. Authorized dealer/OEM of any of the makes of turbo air ventilator. The letter of authorization from manufacturer in original / photocopy attested by BSNL Executive will be submitted. **OR** III. Experience of having successfully completed similar works in Central Government /State Government /Central Autonomous Body/Central Public sector Undertaking during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :- ➢ Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost of individual work put to tender. OR ➢ Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost of individual work put to tender. OR ➢ One similar successfully completed works costing not less than the amount equal to 80% of the estimated cost of individual work put to tender **OR** IV. BSNL Enlisted contractors in Electrical category of class-IV and above.. **NOTE:-** **1) Work completion certificate issuing authority in respect of above shall not be below the rank of Executive Engineer (E) or equivalent.** **2) Similar Work means work of SITC of Turbo Air Ventilator.**		

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**		
	a) Cost of Bid Document: Demand draft amounting to Rs 590 /- (Rs Five hundred Ninety Only) drawn in favour of A.O. (CASH), O/o GMTD, BSNL Bilaspur. (Demand Draft only)		
	b) E-Tender Processing Fee – E-Tender Processing Fee (Non Refundable) –As applicable and online payment as per the current provisions of ITI LTD.		
	c) EMD - Rs 9,629.00 (Rs Nine Thousand Six Hundred Twenty Nine Only) in Banker's Cheque / Deposit at Call Receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft/bank guarantee(As per format in annexure) of a scheduled bank issued in favour of A.O. (CASH),O/o GMTD, BSNL Bilaspur . must accompany each tender. The Validity period of EMD is 120 days, from the date of opening of tender.		
3	**Self attested Copy of PAN card.**		
4	**Self attested Copy of valid GST registration certificate.**		
5	**Self attested Copy of CA certificate for Turnover.**		
6	**Self attested copy of EPF Registration certificate (If applicable)**		
7	**Self attested copy of ESI Registration certificate (If applicable)**		
8	**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.(In the format as given on Page No. 23)**		
9	**Duly filled and signed undertaking regarding EPF & ESI Provisions as per page no... 19)**		
10	**Duly filled and signed Undertaking and to abide by EW6 and EW 8 as per page no. .19)**		
11	**Deviation if any in Bid of NIT will be given by the firm on its letter head duly signed & same shall be uploaded. In the absence of such letter it will be assumed that there are no deviations.**		
12	**Tender Submission Undertaking .Declaration by Contractor (I have read/Understood all the terms and conditions as mentioned in bid Document and accept the same unconditionally.(as per page -20)**		

- **Tender Document should be downloaded and Uploaded again with Digital Signature.**
  For any further query regarding tender uploading/ downloading please contact Shri Mohan Soni (Mobile number 9926170388 , 8309920951).of M/s ITI Limited).

I N D E X

Name of Tenderer: …….

Name of work- Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur.

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Executive Engineer (E)
BSNL Electrical Division
BILASPUR (C.G.)

भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

No **40(1) (08)**/EE(E)/BSNL/BSP /2019-20// **270** //BILASPUR/ Dated: **18/ 03/2020**

Electrical Circle : , Raipur Electrical Division- Bilaspur

NOTICE INVITING e- TENDER (EW-6)

The Executive Engineer (Elect.), BSNL Electrical Division, 2nd Floor, City Telephone Exchange, Agrasen Chowk , Bilaspur invites **Online Item rate E-tenders on single bid system** on behalf of Bharat Sanchar Nigam Limited (A Government of India Enterprise) from eligible contractors for the following work :-

NIT No.	**20 / EEE/BSNL/ BSP/ 2019-20 (1st RECALL)**
Name of Work	**Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur.**
Estimated Cost put to tender	Rs. 4,81,440.00
Earnest Money	Rs. 9,629.00
Cost of Bid Document	**Rs .590/-** i/c G.S.T.
Period of completion	**One months from the date of LOI.**
Last date & Time of online submission of online Bid	**Date 30.03.2020 at 15:00 Hrs.**
Late date & Time by which EMD ,Cost of Bid Document and other documents in a sealed envelope shall be submitted in Division	**Date 30.03.2020 at 15:00 Hrs.**
Time & Date of opening of sealed envelope containing EMD ,cost of Bid Document and other documents of intending bidders in Division	**Date 30.03.2020 at 15:30 Hrs.**
Time & Date of online opening of Bid.	**Date 30.03.2020 at 15:30 Hrs.**

1) **Eligibility Criteria: -**

The Contractors should satisfy the following conditions:

Average annual turnover during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender.

AND

I. The original manufacturer or enterprise registered under MSME .

OR

II. Authorized dealer / OEM of any of the makes of turbo air ventilator. The letter of authorization from manufacturer in original / photocopy attested by BSNL Executive will be submitted.

OR

Experience of having successfully completed similar works in Central Government /State Government /Central Autonomous Body/Central Public sector Undertaking during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-

- Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost of individual work put to tender.

OR

- Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost of individual work put to tender.

OR

- One similar successfully completed works costing not less than the amount equal to 80% of the estimated cost of individual work put to tender ..

OR

III. BSNL Enlisted contractors in Electrical category of class-IV and above.

NOTE:-1) Work completion certificate issuing authority in respect of above shall not be below the rank of Executive Engineer (E) or equivalent.
2) Similar Work means work of SITC of Turbo Air Ventilator.

NOTE- A ***(in addition to eligibility criteria above, the contractor should submit and confirm)***

- The contractor should have valid GST registration, PAN card, EPF (if applicable) and ESI (if applicable) registration
- The agency should fulfill the relevant clause of BSNL Form EW-6 and should furnish a certificate regarding No near relatives.

2) Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL EW-8 with up to date correction slips, which is available as a BSNL Publication/ BSNL websitewww.electrical.bsnl.co.in and **www.tenderwizard.com/BSNL.**Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3) The time allowed for carrying out the work will be

a) 01 (One) month from the date of issue of LOI (letter of intent).

4) The site for the work is available.

5) 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

I. **Cost of Bid Document (Non Refundable) – Demand Draft amounting to Rs 590/- (Rs Five Hundred Ninety Only)** drawn **in favour** of **AO (CASH),O/o GMTD, BSNL Bilaspur** shall be scanned and **uploaded** to the **E- tendering website** within the period of bid submission and original should be deposited in office of Executive Engineer[E].

II. **E--Tender Processing Fee (Non Refundable) –As applicable and online** payment as per the current provisions of M/s **ITI LTD.**

III. **Earnest Money of Rs 9,629.00 (Rs Nine Thousand Six Hundred Twenty Nine Only))** in Banker's Cheque / Deposit at Call Receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft / bank guarantee of a scheduled bank issued in favour of

A.O. (CASH), O/o GMTD , BSNL Bilaspur , shall be scanned and **uploaded** to the **e tendering website** within the period of bid submission and original should be deposited in office of Executive Engineer[E].

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. The **Cost of bid document** and **Earnest Money** should be **submitted through separate instruments.**

6) Documentary proof of satisfying the eligibility conditions as per 1) above , copy of PAN card , Copy of valid GST registration , copy of CA certificate for turnover, copy of EPF & ESI Registration (if applicable) certificate **(all documents shall be self attested.)**

7) The bid document 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, specification ,methodology of work including General Conditions Of Contract Form can be seen and downloaded from website **www.chhattisgarh.bsnl.co.in** and **www.tenderwizard.com/BSNL free of cost** up to last date and time of online bid submission**.**

8) But the Bid can only be submitted after uploading the following scanned documents (all documents shall be self attested)–
   a. Documentary proof of satisfying eligibility conditions as per 1) above.
   b. Copy of PAN card, valid GST registration, CA certificate for turnover, EPF & ESI Registration (if applicable) certificate .
   c. Demand draft of cost of tender documents..
   d. EMD in prescribed form.
   e. Undertaking for None of near relative, Undertaking-A (abide by EW-6&8), Undertaking for EPF & ESI provisions and Tender submission undertaking.
   f. Any other documents as per Check list above.

9) The contractor shall submit the original DD for cost of Bid documents ,EMD in the prescribed form, and hard copies of other documents as per Para '8)' above in a sealed envelope with mention of Name of work, date & time of opening of bids in a sealed bid box in the office of Executive Engineer (Electrical), BSNL Electrical Division- **Bilaspur** up to 3.00 PM **on 30.03.2020** and shall be opened on the same day at 3.30 PM in presence of AO, SDE/JTO [E-P] and contractors present .

10) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other required documents placed in the envelope are found in order. Also the scanned uploaded eligibility conditions [As per 1) and other documents as above per Para '8) of bidders meet the criteria.

11) After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

12) While submitting the revised bid, contractor 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 bid as notified.

13) The bid submitted shall become invalid and cost of bid & e-tender processing fees shall not be refunded if:

   (i) The bidder is found ineligible.
   (ii) The bidder does not upload all the documents (including GST registration/ PAN No./ CA Certificate for turnover / EPF & ESI Registration (if applicable) Certificate / Eligibility requirements and other documents as per check list) as stipulated in the bid document. (iii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

14) Last Date of submission of on line bid on **www.tenderwizard.com/BSNL is 30.03.2020 up to 3.00 PM.**

15) General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website **www.electrical.bsnl.co.in** or **http://www.tenderwizard.com/BSNL** as well as in the Division Office. Tenderer shall quote his rates as per various terms and conditions of the said form

16) For e-Tendering of this tender BSNL has engaged e-portal maintained by **M/S ITI, New Delhi**. The agency intending to participate in tendering process shall have to register with ITI, New Delhi. For details kindly visit website http://www.tenderwizard.com/BSNL or contact Shri Mohan Soni (Mobile number 9926170388 , 8309920951). For any information kindly Contact **Shri V.S. Satpute , E.E.(Electrical), BSNL Electrical Division Bilaspur (Mob No.9422065574 --**)

17) The intending bidders must have Class-III digital signature to submit the bid.

18) On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheet.

19) Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e- tendering portal.

20) Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color and moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" {Zero}.

21) **Deviation if any in NIT will be given by the firm on its letter head duly signed & same shall be uploaded. In the absence of such letter it will be assumed that there are no deviations.**

22) The description of the work is as follows-

"Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur."

23) Before e- 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.

24) Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL EW-6/8**, which is available on BSNL website **http://www.electrical.bsnl.co.in** Or **http://www.tenderwizard.com/BSNL**

25) Date fixed for opening of tender, if subsequently, is declared as holiday by the BSNL, then, in absence of such notification, the tender will be opened on next working day, time and venue remaining unaltered.

26) For redressal of any vigilance complaints, following officers may be contacted:

	DE(Vig.) o/o CGMT	DE (Vig.)O/o CGMT Khamardih, Raipur (C.G.)	0771.2537400	0771.25366100
	Chief Engineer(E),BSNL Electrical Zone, Raipur	O/o C.E.(E), BSNL Elect. Zone, 4th floor, Auto Exchange, .G.E. Road,Raipur	0771.2433103	0771.2433104
	CGMT , CG CIRCLE	O/o CGMT, Khamardih, Raipur(C.G.)	0771.2229555	0771.2229700

27) The Validity period of EMD must be 120 days, from the date of opening of tender.

28) The documents submitted by contractor should be self attested.

29) 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.

30) The EMD of the successful tenderer will be returned to the contractor without interest only after submission of performance guarantee. The successful tenderer has to extend the validity of EMD as per BSNL requirements.

31) In case the eligibility credentials are found to be fake or falsified at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

32) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

33) **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 up to 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 15 months from the date of award of work. The PBG shall be kept valid by the bidder up to 12 months from the actual date of completion of agreement. In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the bidder will not be allowed to participate in the re tendering for the same work. ***This performance guarantee shall be submitted in the Electrical Division in the name of Accounts officer (cash) O/o*** **GMTD , BSNL Bilaspur .**

34) **Security deposit**:

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% (i/c 5% PBG) of the Tendered value of the single agreement for supply and ITC portion.

NOTE: The security deposit deducted during running bills (except 5% Performance Bank Guarantee (PBG)) shall be refunded after satisfactory completion of guarantee period.

35) The acceptance of a tender will rest with the **E.E. Bilaspur / S.E. (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**.

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

37) 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.

38) 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.

i) 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, Parternership 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,

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

(Seal of the firm) ***(Signature of Contractor)***

39) 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.

40) The tender for the works shall not be witnessed by the contractor who himself/themselves has/ have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.

41) 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.

42) **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.

43) The contractor should read the tender documents carefully before submitting the tender.

44) 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 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:-

(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.

(b) Standard E.W.-8 Form.

45) The conditional tender or tenders with conditional rebate shall be summarily rejected.

46) The Tender documents shall not be sent through the Courier/Post. Tender documents received through Courier/post shall not be opened / considered at all.

47) 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.

48) **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. The agency shall give an undertaking to this effect as per the prescribed proforma (UNDERTAKING REGARDING EPF PROVISIONS)

49) **If any terms and conditions mentioned from P-1 to P-38 are in contravention to BSNL EW General Conditions of Contract 2010, the terms and conditions mentioned from P-1 to P-38 shall prevail.**

50) **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.

51) **INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCYES ETC.**

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

Executive Engineer (E),
B.S.N.L. Electrical Division,
2nd Floor , City TelephoneExchange,
Agrasen Chowk , Bilaspur (C.G.)
Phone- 07752-222805

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 Chhattisgarh Electrical Zone has decided to use the portal https://www.tenderwizard.com through M/s ITI, a Government of India Undertaking. 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 – Single Envelope Electronic system"
i.e. E tendering in single bid system

2. **Broad outline of activities from Bidders prospective:**

- Procure a Digital Signing Certificate (DSC)

I. Register on Tender Wizard site of M/s ITI® (e-Tender)
II. Create Users and assign roles on e-Tender
III. View Notice Inviting Tender (NIT) on e-Tender
IV. Download Official Copy of Tender Documents from e-Tender
V. Clarification to Tender Documents on e-Tender
VI. Query to BSNL (Optional)
VII. View response to queries posted by BSNL, as addenda.
VIII. Bid-Submission on e-Tender
IX. Attend Public Online Tender Opening Event (TOE) on e-Tender Opening of Price Bid.
X. View competitor bid sheets after opening on online tender opening event.

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 (https://www.tenderwizard.com), 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.tenderwizard.com), and click on the "Supplier Organization" link under "Registration" (on the Home Page), and follow further instructions as given on the site.

5. **Bid related Information for this Tender (Single Bid)**

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

a. Submission of Bid processing fee, online payment as per the current provisions of M/s ITI LTD**.**
b. Submission of Earnest Money Deposit (EMD) and cost of bid documents.
c. Submission of digitally signed copy of Tender Documents/ Addendum/addenda with price bid and necessary documents satisfying eligibility criteria.

NOTE: Bidder must ensure that after following above the status of bid submission must become – "Complete".

6. **Offline Submissions:** The contractor shall submit the original DD for cost of Bid documents and EMD in the prescribed form, and hard copies of other documents as per check list , in a sealed envelope with mention of Name of work, date & time of opening of bids in a sealed bid box in the office of Executive Engineer (Electrical), BSNL Electrical Division-Bilaspur up to **3.00 PM on 30.03.2020** and shall be opened on the same day at 3.30 PM in presence of AO, SDE/JTO [E-P] and contractors present.

7. **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 M/s ITI E-tender Site.

2. Register your organization on M/s ITI e-tender site well in advance of your first tender submission deadline on M/s ITI e-tender Site.

3. Get your organization's concerned executives trained on M/s ITI e-tender Site well in advance of your first tender submission deadline on M/s ITI e-tender Site

4. Submit your tender well in advance of tender submission deadline on M/s ITI 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 M/s ITI e-tender Site, the fourth instruction is relevant at all times.

5. Vendors Training Program:

Vendors are requested to contact ITI Officers for any information regarding e-tendering / training.
Contact Details of M/s ITI Ltd officers is as given below
Shri Mohan Soni (Mobile number 9926170388 , 8309920951). of M/s ITI LImited).

……...
…….

BHARAT SANCHAR NIGAM LIMITED **EW-08**

(A) Tender for the work of:- **Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur.**

Name of Contractor/ Firm - ----------

TENDER

1. I /we have read and examined the notice inviting tender, schedules, Specifications applicable , Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract , Special conditions, Schedule of Rate & 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 the 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 9,629.00** 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 furnish the prescribed performance guarantee within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy, amount of EMD with reference to estimated amount will be forfeited. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of EMD with reference to estimated amount and performance guaranty 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 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 valid as per the terms of the NIT.

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 Contractor)
Dated_____
Seal of Contractor

Signature of Witness:
(required in the case of contractor's thumb impression is given by the contractor in place of signature)
Name of Witness:
Address:
Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the BSNL for a sum of RS._____
(Rupees _____
_____)the letter referred to below shall form part of this contract Agreement:-

a)
b)
c)

Signature _____
For & on behalf of the BSNL
Dated _____ Designation _____

MODIFICATIONS TO NEW BSNL EW 8

Sl No.	Reference	Pg. No.	New EW 8	To be read as
.	Para 2 of "Tender"		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…
.	Para 2 of "General Rules and Directions"		…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.
.	Para 14© of "General Rules and Directions" .	.	For the purpose of evaluation of financial Bid, composite price inclusive of all taxes and levies will be considered. The unit wise cost /break up is necessary for the purposes of information and Verification of composite price so quoted by the contractor/supplier. The contractor supplier shall submit to BSNL documents /proof of payment of al taxes /levies alongwith exemption certificate if any ,to avail CENVAT benefits by BSNL 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.	• 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 & taxes), sales tax, packing, forwarding, freight and insurance charges etc., as indicated in the price schedule. • 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. • In case the Duties & 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 & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & 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. • 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. • 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. • Invoice shall clearly indicate break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight / Packing Charges, Service Tax etc.
.	Para 25 of "General Rules and Directions" .	.	Does not exist	Agency has to observe all the labour rules & regulation in force. Agency shall be fully responsible for any violation observed at any time.
.	Para 26 of "General Rules and Directions" .		Does not exist	**Bye laws Indemnity against liabilities** • 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.

<table>
<tr><td></td><td></td><td></td><td></td><td>

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.
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.

</td></tr>
<tr><td>.</td><td>Para 27 of “General Rules and Directions”</td><td>.</td><td>Does not Exist</td><td>Currency of contract:
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.</td></tr>
<tr><td>.</td><td>Para 8.1 of “Conditions of Contract”.</td><td>.</td><td>For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest of three agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-
a) If the work stands distributed between the first three lowest tenderers, the proportion of work distributed shall be as below:-
50% to the lowest tenderer and remaining quantities to other two tenderers in INVERSE RATIO of their Evaluated price.
b) In case it is decided to split the work amongst the first two lowest firms, the proportion of work distribution shall be as follows:
i) 70% to the first lowest tenderer.
ii) 30% to the second lowest tenderer.
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.</td><td>For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-
<table>
<tr><th>Number of Bidders in whom the order is proposed to be placed</th><th>Distribution of Quantity</th></tr>
<tr><td>2 (two)</td><td>L1 shall be given 70%
L2 shall be given 30%</td></tr>
<tr><td>3 (three)</td><td>L1 shall be given 50%. Remaining quantities to othe selected bidders in INVERSE RATIO of t evaluated price.</td></tr>
<tr><td>4 (four)</td><td>L1 shall be given 40%. Remaining quantities to othe selected bidders in INVERSE RATIO of t evaluated price.</td></tr>
<tr><td>5 (five)</td><td>L1 shall be given 30%. Remaining quantities to o selected bidders in INVERSE RATIO of t evaluated price.</td></tr>
</table>
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.</td></tr>
<tr><td>.</td><td>Clause 7.3 of “Clauses of Contract”.</td><td>.</td><td>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 :-
a) 80% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.
b) 10% of prorata of the approved price breakup of contract value after successful installation of equipment.
c) 5% of the approved contract value after successful completion of Initial acceptance testing.
d) 5% of the approved contract value after successful completion of the final</td><td>Deleted</td></tr>
</table>

			acceptance testing. e) For the works where A/T is not applicable e.g. for substation, lift, fire fighting etc. 5% of the approved contract value shall be released after clearance by Electrical inspector/ lift inspector/ Fire officer respectively.	
			Does not Exist	**Annexure I** **MODEL FORM OF BANK GUARANTEE** **(for submitting EMD)** Whereas_____ (hereinafter called "the contractor(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 Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or 2. If the Contractor(s) having been notified of the acceptance of its Tender by the 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:
			Does not exist	**ANNEXURE II** **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 contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____. 3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment. 4. We(name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 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)

DECLARATION BY TENDERER

(No near relative)

(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 dated : 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

UNDERTAKING REGARDING EPF & ESI PROVISIONS

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

- 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".

(Seal of the firm) **(Dated Signature of Contractor)**

UNDERTAKING A TO ABIDE BY EW6 & EW8

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

(Seal of the firm) **(Dated Signature of Contractor)**

TENDER SUBMISSION UNDERTAKING

Date:_____

To,

_____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:_____

Name of Tender / Work:_____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby unconditionally the terms /conditions/clauses/undertakings contained therein.

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

4. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.

5. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.

6. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contractor will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or by publication in News papers/internet (designated web page) as the case may be.

2. This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of performance guarantee to be deposited by the successful tenderer(s). Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer inviting tender shall also be open for inspection by the contractor at the office of Officer inviting tender during office hours.

3. In the event of the tender being submitted by a firm it must be signed by the authorized signatory.

4. Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.

5. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any conditional rebates will be summarily rejected. However, tenders with unconditional rebate will be acceptable. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the works to which they refer written on the envelopes. The rates(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

6. The Officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same without any interest.

7. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and, will not be bound to accept the lowest or any other tender.

8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the concerned Accounts Officer.

9. The memorandum of work tendered for and the schedule of materials to be supplied by BSNL shall be filled and completed in the office of the Officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

10. The tenderer shall sign a declaration under the officials Secret Act, 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

11. Rates quoted by the Contractor in the tender both in figures and words shall be accurately filled-in so that there is no discrepancy in the rates written in figures & words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written in either in figures or words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

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

13. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

14. Other agencies will also simultaneously execute the works like horticulture, external services, installation of telephone exchange equipment and other building works for the same project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.

15. Some restrictions may be imposed by the security staff etc on the working and/or movement of labour, material etc. The contractor shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.

16. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

17. Agency has to observe all labour rules and regulations in force. Agency shall be fully responsible for any violation observed at any time.

18. Bye laws Indemnity against liabilities

- 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.
- 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.
- All liabilities / penal recoveries on matters arising out of tax/GST /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc, shall be borne by the contractor.

19. 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.

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

a)The evaluation and comparison of responsive bids shall be done on the basis of **Net cost to BSNL, Amount excluding GST, But including freight etc and Discount offered if any, as indicated in the price schedule** .The bid with lowest cost as elaborated above will be the L-I Bidder.

b) The vendor should furnish the correct GST Tariff Head in the price schedule if the Input tax credit , for GST paid under GST Act , is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head / Non compliance of GST Act , then the vendor will be liable to refund such non admissible amount, if already paid, along with penalty if charged by the concerned authority .

c)BSNL reserve the right to ask the bidders to submit documentary proof to confirming the correct Tariff Head for GST where the Tariff Head furnished against the particular tendered item by different bidder differs from each other or the same is found apparently not furnished in accordance with GST Tariff notification.

d) Invoice shall clearly indicates break up details of composite price i.e. basic ,GST ,freight ,Packing charges etc.

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).

6. 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 then 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.

7. 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.

8. The agreement shall be signed between the firm and Executive Engineer (E) BSNL Electrical Division…Bilaspur …**,** within a fortnight from the date of approval.

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

Annexure I

MODEL FORM OF BANK GUARANTEE
(for submitting EMD)

Whereas_____(hereinafter called "the contractor(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 Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Contractor(s) having been notified of the acceptance of its Tender by the 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

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

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

3. We under take 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)

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 NIL
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' Attached
Reference to General Conditions of contract.

Name of work:	**Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur.**
Estimated cost of work:	**Rs 4,81,440.00**
Earnest money:	**Rs 9,629.00**
Performance Guarantee	(5% of the Total Contract Value)
Security Deposit	10% of Gross Amount i/c 5% performance guarantee

GENERAL RULES And Direction :

Officer inviting tender EXECUTIVE ENGINEER BSNL ELECTRICAL Dn, Bilaspur
Definitions
2(v) Engineer-in-Charge EXECUTIVE ENGINEER (E) BSNL ED, BILASPUR

2(vi) Accepting Authority S.E. (E) BSNL ELECTRICAL Zone, RAIPUR.
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 from the date of LOI.**
Authority to give fair and reasonable extension of Time for completion of work S. E. (E), BSNL Electrical Zone, Raipur.

Competent Authority for Deciding reduced rates S.E. (E), BSNL Electrical Zone, Raipur.

CLAUSE 10 CC NOT APPLICABLE

CLAUSE-12 12.2(iii) 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

Clause 25

Competent authority for conciliation: S.E. (E) not in-charge of the work

Schedule of work

Name of Work - Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur.

Sl. No	Description of Item	Qty	Basic Rate Excluding all Taxes & Charges per unit	Freight,Packing, Insurance, Packing and forwarding & Other Miscellaneous Charges , 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)-7]	Unit price excluding GST But including freight etc and Discount offered if any . [(4+5]-7]	Total amount inclusive of all GST and freight etc. - Discount offered if any ((col. 3 x (col 8)	Net cost to BSNL,amount excluding GST, But including freight etc and Discount offered if any . (col. 3) x (col.9)
			Rs.		%	Rs.				Rs.	Rs.	Rs.	Rs.	
1	**2**	**3**	4	5	Total GST % rate	a	b	c	6=(a+b+c)	7	8	9	10	11
						SGST	CGST	IGST	Total GST Amount					
1	SITC of Wind operated Turbo Air Ventilator with base for prefabricated BTS cabin on ground consisting of following including making necessary opening in roof with cutting, drilling etc. complete as required. a) Air turboventilator having following specifications: Turbo Base Dia: Not less than 21 inch. Exhaust Dia.: Not less than 28 inch No. of Blades: 36 nos.[thickness not less than 0.5mm] Material: Stainless Steel / Aluminium. Connecting assembly: GI rod with high quality self lubricant Bearing ZZ / 2Z, make- Timken / NSK / SKF or simillar superior make FRP base plate : Length 6ft. , Width 3 ft. ,Thickness 02mm Note :- The agency should ensure that their should not be any water leakages , water sealing should be done for the cutting made in the prefab. Any damage to the equipment on this shall be recovered from the due payments.	**20 Job**							UNPRICED SCHEDULE					

2	ITC of Wind operated Turbo Air Ventilator with base for prefabricated BTS cabin on roof consisting of following including making necessary opening in roof with cutting, drilling etc. complete as required. a) Air turboventilator having following specifications: Turbo Base Dia: Not less than 24 inch. Exhaust Dia.: Not less than 32 inch No. of Blades: 42 nos.[thickness not less than 0.5mm] Material: Stainless Steel / Aluminium. Connecting assembly: GI rod with high quality self lubricant Bearing ZZ / 2Z, make- Timken / NSK / SKF FRP base plate : Length 6ft. , Width 3 ft. ,Thickness 02mm Note :- The agency should ensure that their should not be any water leakages , water sealing should be done for the cutting made in the prefab. Any damage to the equipment on this shall be recovered from the due payments.	**20 Job**							UNPRICED SCHEDULE					
3	Supplying and fixing of 2 Nos. fresh air inlet arrangement of size 400 mm x 400 mm made out of M.S. angle of size 30mm x 30mm x 4 mm with 4 Nos. 10 mm iron rod and 1/2 Sq. inch 14 SWG G.I.wiremesh at bottom of cabin etc.complete as required.	**40 Job**												
												Total Value of work Rs		

Note-

1. Opening on shelter for fixing Ventilator and Supply air grill shall be done by the contractor / agency. The opening shall be made in the required size and finishing shall be done to avoid further damage / tear of shelter material.
2. The joint between shelter and ventilator / SA grill assembly shall be made in order to avoid entry of seepage water.
3. Any damage to the installation(s) / Shealter cabin/Equipments 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.
4. 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 his work.

ECUTIVE ENGINEER (ELECT.)
BSNL Electrical Division,
BILASPUR

ABSTRACT OF COST

Name of the work: - Rate Contract for SITC of 40 Nos wind operated Turbo Air Ventilator System for BTS Shelter sites under BSNL Electrical Division Bilaspur.

Total [Rs]	
Total amount inclusive of all GST and freight etc. - Discount offered if any (col. 10)	**Net cost to BSNL, amount excluding GST, But including freight etc and Discount offered if any . (col. 11)**
UNPRICED SCHEDULE	

Important note:

1	Invoice /Bill should be preprinted with serial number and GST registration number. Invoice / Bill favoring BSNL shall be issued by the supplier / Contractor indicating the Correct Tariff Head, Percentage and amount of GST.
2	If there is any Statutory variation in taxes/duties as per notification of Government of India ,same shall be applicable from due date .The same shall be payble / revised as per provision to firm , on submission of documentary proof and invoices as per new taxation/duties applicable.
3	The evaluation and comparison of responsive bids shall be done on the basis of **Net cost to BSNL, Amount excluding GST, But including freight etc and Discount offered if any, as indicated in the price schedule** . Local taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Local taxes will be paid extra, as per actual wherever applicable on production of proof of payment / relevant invoices / documents.
4	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. The bidder shall be required to quote rates for each item of schedule separately. They should not club the items while quoting.
5	The agency has to carry out all minor civil work, if any, during installation of Turbo Air Ventilator. Any damage in the bldg. during execution shall be made good by the agency.
6	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.
7	If any levy / duty/tax is not payable or documentary proof is not produced, the amount for the same shall be deducted.
8	The firm/agency shall get approval from EE [E] In-charge for one piece of Turbo Air Ventilator (models as per specification) before supply/installation of material at site.

ECUTIVE ENGINEER (ELECT.)
BSNL Electrical Division,
BILASPUR

Technical Specification of Turbo Air Ventilator with base

I) Turbo Base dia.: Not less than 21" , Exhaust dia.: Not less than 28" , Blades : 36 Nos
FRP base plate : Length 6ft. , Width 3 ft. ,Thickness 2mm

1 Top & Bottom Ring : Stainless Steel (Thickness: 02 mm)
2 Turbine blade : Double Edge(Thickness: not less than 0.5mm) -Stainless Steel /Aluminum
3 Bearing: Self lubricant ZZ / 2Z – make- Timken / NSK / SKF.or similar superior make
4 Shaft & Excel : GI with 6 spindles
5 Turbine Wheel: Stainless Steel Channel
6 Venture Doom : UV based fibre glass sheet (Size: 6ft (L) , 3ft(W), Thickness 2mm)

II) Turbo Base dia.: Not less than 24" , Exhaust dia.: Not less than 32" , Blades : 42 Nos
FRP base plate : Length 6ft. , Width 3 ft. ,Thickness 2mm

1 Top & Bottom Ring : Stainless Steel (Thickness: 02 mm)
2 Turbine blade : Double Edge(Thickness: not less than 0.5mm) -Stainless Steel /Aluminum
3 Bearing: Self lubricant ZZ / 2Z – make- Timken / NSK / SKF. or similar superior make
4 Shaft & Excel : GI with 6 spindles
5 Turbine Wheel: Stainless Steel Channel
6 Venture Doom : UV based fibre glass sheet (Size: 6ft (L) , 3ft(W), Thickness 2mm)

NOTE- The firm/agency shall get approval from EE [E] In-charge for one piece of Turbo Air Ventilator (models as per specification) before supply/installation of material at site.

Executive Engineer (E),
B.S.N.L. Electrical Division,
BILASPUR

SPECIAL CONDITIONS OF CONTRACT SCHEDULE –F

1 General

1.1 The following special conditions shall be read in conjunction with general conditions of contract and amendments /correction there to. If there are any provisions in this conditions which are at variance with the provision in the above mentioned documents, the provisions in the special condition shall take precedence.

1.2 **It is a consolidated NIT for a number of works to be executed at different sites under Chhattisgarh state. However for each work a separate letter of Intent will be issued on the basis of rates accepted and a separate & independent agreement shall be drawn for each work.**

1.4 The price shall be firm and validity of tenders shall be 90 days from the date of opening of tender.

1.5 The department also reserves the right to enforce curtailment in the quantities of work for any contractor (s) if the contract (s) defaults in regard to works contract execution.

1.6 Test Certificates, GST paid invoice/purchase bills for units shall be produced by the firms at the time of supply. The Firm shall furnish all the technical catalogues and Performance test certificates of the equipments offered.

1.7 The Firm shall furnish all the technical catalogues and performance test certificates of the equipments offered.

1.8 The Firm should clearly indicate the quantum of GST component.

2.0 INSPECTION OF SITE AND CONTRACT DOCUMENTS

2.1 For the purpose of inspection of site and relevant documents the Contractor is required to contact EE (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 before 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

2.2 Variation in quantities in respect of unit rated items will be governed by unit rates in the agreement. This applies to all variations ordered during the currency of the main contract regardless of the quantity of variations for any item of work not covered by the Schedule of work clause 12 of BSNL EW 8 shall apply.

3.1 SUFFICIENCY OF TENDER

3.2 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.

3.3 No additional conditions shall be stipulated by the tenderer.

4.0 PROGRAMMES FOR EXECUTION

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

5.0 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.

6.0 Coordination at site:

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

7.0 STORES AND SAFETY:

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

8.0 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.

a. **DATE OF COMPLETION;**

Date of successful Installation, Testing and Commissioning of work shall be taken as date of completion of the work. Formalities like grant of EOT etc. shall be initiated immediately after this date.

a. TIME ALLOWED FOR CARRIED OUT THE WORK;

The time allowed to carry out the individual work is one months from date of issue of LOI for the work.

11.0 **Bye laws Indemnity against liabilities**

10.1 The contractor shall comply with all by laws and regulations of the local and statuary authorities having jurisdiction over the works and shall be responsible for payment of all fee and other charges and giving the receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.

10.2 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.

10.3 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.

10.4 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.

10.5 Any alteration to original specification shall be made after mutual discussion and agreement between Department and contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause 12 of BSNL EW-8. The Clause 10CC of BSNL EW-8 form is not applicable.

12.0. MODIFICATIONS/ALTERATIONS:

a. Modifications or alterations in the design/specifications of any equipment / material will not be permitted by the Department as a matter of principle.

b. However, the Department may relax the above stipulations in exceptional circumstances; where:
   a) The same is necessitated due to non-availability of material/component of certain specifications or make. *OR*
   b) Such alterations constitute an improvement in the opinion of the contractor.

c. Prior written approval of the Department shall be obtained before execution of alterations / modifications.

13. CURRENCY OF RATE CONTRACT:

The tender rates accepted by the Department shall be valid for operation for a period **of (06) six *months*** from, the date of issue of acceptance letter.

Letter of intent for the works will be issued by the E.E.[E] Raipur/Bilaspur for Chhattisgarh Zone in consultation with SE[E] Raipur. Time for the completion shall be One month from the date of issue of L.O.I. for individual works .

14. 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 agreement shall be signed between the firm & E.E. (E), BSNL ED, Raipur/Bilaspur
2. Individual letter of Intent [L.O.I.] shall be issued by the EE [E] BSNL Electrical DIV Raipur /Bilaspur to the firm giving all details.
3. The rate contract shall remain in force for a period of **six months.**
4. A schedule of work indicating quantities of various items of works shall be supplied by Executive Engineer (E) in respect of individual work .
5. Formal work contract agreement (For each LOI) will be made between the Executive Engineer (E) & the firm on the basis of specimen agreement & the schedule of work . The date of commencement of individual works shall be reckoned from the date of L.O.I.
6. The LOI can be issued in the entire jurisdiction of CE (E) Raipur BSNL Electrical Zone Chhattisgarh. The agency will bound to work at any site under entire Chhattisgarh state at same rate and condition.

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

15. SPLITTING OF WORK QUANTITIES IN RATE CONTRACT:

Work/quantities of item of works can be split amongst the TWO Lowest agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-

a. L1 shall be given 70%.
b. L2 shall be given 30%.

In case lowest evaluated price (L1) is not accepted by L2 bidder BSNL reserves the right to award the entire quantity under this tender on the Lowest bidder(s) with lowest evaluated price.

16.0 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.

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

18.0 Important Note

"If the contractor fails to commence a work/ works of an R.C., the amount of the earnest money to be forfeited to the dept. will be @ 2% of the estimated cost of the individual work/ works".

I S Standard

All the materials used are conforming to various standards amended up to date wherever applicable.

19.0 <u>Compensation for delay</u>

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

20 Rejection of Defective Equipments

1. If the completed Equipment 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 Equipments.

2. Should the contractor fail to rectify the defects and or make good the defective equipments within a stipulated time mentioned in the written notice or replace the Equipment 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 equipments which is defective or fails to fulfill the requirements of the contract.

3. All equipments shall be tested as per tender specifications.

21. Change in specification

The department reserves the right to make changes in specification of the work if in its opinion the same is found necessary. However such alteration shall be made after mutual discussion and agreement between the department and contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause-12 BSNL EW-8.The department as a matter of principle will not permit modification / alteration by the contractor in the design / specification of any equipment /material. However the same can be agreed by the department under the exceptional circumstances where –

The same is necessitated due to non availability of materials / components of certain specifications or make.

OR

Such alterations constitute an improvement in the opinion of the contractor and department.

Prior written approval of the department is necessary before undertaking any alteration / modification in the specification of the equipments.

22. Guarantee & Defects Liability Period

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

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

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

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

(v) In case the contractor fails to depute his representative within 24 hours of notification of the defect or fails to cause remedial action within reasonable time as decided during joint

inspection, the BSNL may proceed to do so at the contractor's risk and expenses and without prejudice to any other right.

NOT COVERED UNDER GURANTEE:-

1 Consequential losses and damages.
2 Parts subject to normal wear and tear such as electrical contacts.
3 Failure of parts due to corrosive atmosphere.

23. **Payment Terms:**

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

No advance payment will be made. The payment terms for all items shall be governed as under. Stipulations like levy of interest if payment is not made in specified time are not acceptable to the BSNL.

For supply of items 85% of the price shall be paid on receipt of goods at site by the consignee. For claiming this payment the following documents are to be supplied to the paying authority:-

a. GST gate pass / Invoice or equivalent document favouring BSNL shall be supplied by the supplier. Invoice clearly indicating breakup details of composite price ie Basic, GST any other duties & Taxes, Freight /Packing Charges etc
b. Delivery challan.
c. Proof of Payment of GST if applicable
d. COP Certificate in the name of Manufacturer valid on the date of Invoice
e. E-way bill as prescribed in the GST Law in case of movement of Goods
f. Timely uploading of correct & necessary information on GSTN Portal is mandatory as prescribed in GST Compliances
g. Declaration by the Authorized signatory duly authorized by the company management alongwith a certificate from an independent CA/CMA that the benefits of tax credits are transferred to BSNL
h. Remaining 15% of of the approved contract value after successful commissioning of equipment.

NOTE:-

1. In cases where shortage / damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the P.O.
2. No payment will be made for goods rejected at the site on testing. Payment, if made for such items shall be recovered from subsequent bills or other bills.

Executive Engineer [E]
BSNL Electrical Division
Bilaspur

APPROVED MAKES- BSNL ELECTRICAL WING
As on dated. 29.02.2016

S. 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)	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/Automatic Electric Gear(AEG)/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
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal)/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ lsolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / lndokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / WASP/Grundfos

23	**Submersible Pump**	**Crompton/Amrut / BE / Calama / Kirloskar / KSB**
24	**Motors**	**ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd**
25	**Fresh Air Fans**	**GE / Khaitan/Almonard/Crompton**
26	**Starter**	**ABB / BCH / Schneider Electric / L&T / Siemens /**
27	**Single Phase Preventer**	**L&T / Minilec / Siemens / Zerotrip**
28	**GI/MS Pipe**	**ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith**
29	**Foot Valve**	**ISI mark**
30	**Gate Valve**	**Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul**
31	**Compressors**	**Carrier/Emerson copeland/York/Danfoss (for chillers only)**
32	**Resin Bonded Glass wool**	**Fibre Glass / Pilkingston / 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 Sensors**
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. **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.**
2. **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**
3. **Any other make approved by BSNL EW, corporate office till the last date of sale of tender is also acceptable.**