

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )



**BHARAT SANCHAR NIGAM LIMITED**

(A Govt of India Enterprise)  
(Electrical Wing)

**O/o The Executive Engineer (E)  
BSNL Electrical Division-I**

No.22, Kellys Road,  
Chennai - 600010.

Office: 044-26470405, 26470123 Fax: 044-2647 0406  
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**E-TENDER DOCUMENT**

**Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )**

**NIT No. : 24/EEE/ED-I/BSNL/CH/20-21**  
**Date of opening:03-10-2020 11:30am**

This tender document contains **33 pages** pages only

*(To be filled in by the Contractor)*

**Name of the Agency** .....

**Address** .....

.....

.....

**Telephone No. of agency:**

For E Tender Help Desk of M/s ITI Limited.Tel.No.011 49424365;  
Mail Id : twhelpdesk680@gmail.com, [bsnlthelpdesk@gmail.com](mailto:bsnlthelpdesk@gmail.com)

Internet downloaded copy

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

The Executive Engineer (Elect), BSNL, **Electrical Division-I, Chennai** on behalf of the CMD, Bharat Sanchar Nigam Limited, invites online Item rate bids from eligible bidders in Single bid system for the following work:

The Executive Engineer (Elect), BSNL,ED-I, Chennai on behalf of the CMD,BSNL invites Item rate bids from eligible bidders in Single bid system for the following work:

1	Name of work	<b>Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )</b>
2	Estimated cost put to tender	<b>Rs.488334/- (Excl. GST)</b>
3	Earnest Money	<b>Rs.9767/-</b>
4	Period of completion	<b>7 Months</b>
5	Last date & time for online submission of tender	Up to 11:00 Hrs. on -03 10- <b>2020</b>
6	Last date & time for submission of original Tender cost and EMD	Up to 11:00 Hrs. on 03 -10 <b>-2020</b>
7	Date and time for opening of tender	11:30 Hrs. on 03 10- <b>-2020</b>
8	Tender cost (Non refundable)	<b>Rs.500/- (+) GST 18%= 590/-</b>
9	E-tender Processing fee (Non refundable)	<b>0.05% of estimate cost subject to the minimum of Rs.500/- and Maximum of Rs. 5000/- plus GST</b>

**Eligibility Criteria:**

The Contractors satisfying the following conditions:

- 1 Average annual turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost put to tender.

AND

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

OR

- 3 Experience of having successfully completed similar works in BSNL comprising of Electrical Installations as part of scope of work during last 7years 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 put to tender.

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OR

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

OR

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

**By Similar work means, Operation and/or maintenance of Electromechanical services with substation forming part of the work.]**

**IMPORTANT NOTE:**

1. The self-attested copies of the following documents shall be scanned and uploaded to the e-tendering website within the period of tender submission. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have scanned and uploaded the following documents (and whose uploaded documents are found to be in order), otherwise the bid will not be opened and shall lead to disqualification.
  - a. Tender Fee in the prescribed format
  - b. EMD in the prescribed format
  - c. Certificate of Financial Turnover from Chartered Accountant if applicable
  - d. Documents fulfilling Eligibility criteria.
  - e. Enlistment certificate issued by BSNL(For BSNL enlisted contractors)
  - f. Electrical license issued by TN Govt.
  - g. GST Registration Number Details
  - h. PAN Card
  - i. EPF and ESI Registration certificate (if applicable)
  - j. Undertaking to abide by EW-6 and EW-8 (Form 'A')
  - k. Undertaking regarding EPF and ESI provisions (Form 'B')
  - l. Certificate of work experience issued by client department (Form 'C') if applicable
  - m. Undertaking regarding No Near relative working certificate (Form 'D')

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

2. The Physical Tender Fee & EMD shall be deposited in the tender box available in the office of tender opening authority, by the bidder before **11:00 AM** on the tender opening date, failing which the tender shall not be opened.

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**BSNL EW-6**

Bharat Sanchar Nigam Limited

Electrical Wing

Electrical Division: **ED-I, Chennai**

Sub Division: **III, Chennai**

Item rate tenders on single bid system are invited on behalf of CMD,BSNL for the work **Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )** from the eligible bidders as per NIT notification. The enlistment of the bidders should be valid on the opening date of tender. In case the date of opening of tender is extended, the enlistment of bidder should be valid on the original date of opening of tender.

1. Intending bidder is eligible to submit the bid provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority as per the eligibility conditions mentioned in the NIT notification page.
2. The work is estimated to cost **Rs. 488334/- (Excluding GST)**. This estimate, however, is given merely as a rough guide.
3. Agreement shall be drawn with the successful bidder on prescribed form as amended up to the date of opening of tender. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **7 months** from the 10<sup>th</sup> day after the date of written order to commence the work.
5. The site for the work is available / or the site for the works shall be made available in parts. The successful bidder shall execute the work in coordination with other agencies working in the campus.
6. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **[www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)** at free of cost. The BSNL EW-8 document can be seen from the web site **[www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in)** at free of cost.
7. After submission of the bid, the bidder can re-submit revised bid any number of times but before last time and date of submission of tender as notified. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
8. The Tender Fee in the form of Demand Draft issued by the Nationalized / Scheduled bank authorized by the Reserve Bank of India, drawn in favour of **BSNL, CHENNAI TELPHONES** payable at **CHENNAI** shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the tender cost in the form of DD shall be **60 days** from the date of opening.
9. The Earnest money deposit (EMD) in the form of Demand Draft / FDR / BG (BG is only for Air Conditioning, Diesel Engine Alternator, Lifts, and Sub Station works wherever the amount of EMD is more than Rs.20,000)/ CDR of a nationalized / scheduled bank authorized by the Reserve Bank of India, drawn in favour of **BSNL, CHENNAI TELPHONES** payable at **CHENNAI** shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the EMD in the form of DD shall be **60 days** from the date of opening. If the EMD is in the form of CDR/FDR/BG, the validity shall be **180 days** from the date of opening. In case of L1 bidder, the validity of CDR/FDR/BG is to be extended up to the observation period as that of the Performance guarantee / Security deposit.

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10. The Physical **TENDER COST** and **EMD** of which the scanned copy is uploaded shall be deposited by all the bidders before **11:00 AM** on the tender opening date, failing which the tender shall not be opened.
11. Interested bidder who wishes to participate in the bid shall pay the e-tender processing fee to M/s. ITI Limited through their e-gateway by credit / debit card / internet banking / RTGS / NEFT facility.
12. All the documents as specified in the tender document shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
13. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited e-Tender Processing Fee with M/s ITI Limited and Earnest Money Deposit and other documents fulfilling eligibility criteria, scanned and uploaded are found in order.
14. If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
15. The e-Tender processing fee is non-refundable.
16. **Performance Guarantee:** *The bidder 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 acceptance letter. This period can be further extended by the Engineer-in-charge up to a maximum period of two weeks on written request of Bidder. The validity period of the performance security in the form of performance bank guarantee shall be: Three Months from the date of actual completion of work, for AMC works and One year from the date of actual completion of work for all other works. 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.*
17. **Security Deposit:** In addition to Performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the contract value of the work. **The security deposit shall be released after an observation period as follows: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works.**
18. In case any discrepancy is noticed in the documents as uploaded at the time of submission of the bid online, then the bid submitted shall become invalid and the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidder shall not be allowed to participate in the retendering process of the work.
19. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to

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be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

20. The competent authority on behalf of the CMD does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected. The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
21. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
22. Agreement shall be drawn with the successful bidder on prescribed form. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
23. The bidder should give a certificate as per the following that none of his/her relative is employed in BSNL units as per **Form 'D'**. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
  - a. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
    - i. Members of a Hindu Undivided family.
    - ii. They are husband and wife.
    - iii. The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).
  - b. The company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The bidder should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
  - c. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the bidder or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the bidders service.
24. The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as

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aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

25. The agency has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours/employees engaged by them for this work. Any consequence arising due to non-complying of provisions as specified above shall be the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per **Form 'B'**.
26. **Extension of Validity of tender:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request the bidder to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
27. 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.
28. This notice inviting tender shall form a part of the contract document. The successful bidder, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender, subsequent amendments issued and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b. Standard BSNL EW-8 form.



**GENERAL INSTRUCTIONS TO THE BIDDERS**

1. The intending bidder must read the terms and conditions of BSNL-EW 6 carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
4. Those bidders not registered on the website mentioned above, are required to get registered themselves beforehand. The intending bidder must have valid class-III digital signature to submit the bid.
5. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
6. Bidder can upload eligibility documents in the form of JPG format or / and PDF format. Documents uploaded in any other format, which could not be opened may result in non opening of the bids.
7. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow colour. 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)
8. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
  - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
  - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
9. If any information furnished by the bidder is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in BSNL. The BSNL reserves the right to verify the particulars furnished by the applicant independently.
10. GST and any other 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 Govt. regulations will be recovered from the contractor.
11. **Tender Evaluation :**
  - (a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST. The bid with lowest net cost as elaborated above will be the L1 bidder.
  - (b) Vendors should furnish the correct GST Rate in the price schedule. If the Input Tax Credit is found to be not admissible at any stage subsequently owing to wrong furnishing of GST Rate, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
12. However, pursuant to the constitution (Forty-sixth amendment) act, 1982, if any further tax

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or levy is imposed by statute, after the last date of receipt of tenders, and the contractors there upon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of Superintending engineer (whose decision shall be final and binding) be attributable to delay in execution of work within the control of contractor.

13. The Contractor shall, within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of (Forty sixth amendment) act 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**14. Bye laws Indemnity against liabilities:**

- a. The bidder 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.
- b. The bidder shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto.
- c. The bidder shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages, costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the bidder.
- d. All liabilities / penal recoveries on matters arising out of tax/levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc., shall be borne by the bidder.

**15. 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.

**16. Indulging of contractor in criminal /antisocial activities and cases under investigation/charge sheeted by CBI or any other government agencies etc. :**

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

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

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**FORM 'A'**

**Undertaking to abide by EW 6 & EW 8**

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

(Seal of the firm)

(Signature of Bidder)

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**FORM 'B'**

**Undertaking regarding EPF provisions**

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

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

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

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

\* strike out whichever is not applicable

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

(Seal of the firm)

(Signature of Bidder)

**Undertaking regarding ESI provisions**

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

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

\* I/ We have registered as per the ESI and Miscellaneous provisions Act, 1948 and our registration no.\*\* is ----- . We undertake to keep it valid during the currency of contract.

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

\* strike out whichever is not applicable

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

(Seal of the firm)

(Signature of Bidder)

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**FORM 'C'**

**Performance report of works**

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

Dated:

Executive Engineer or Equivalent

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**FORM 'D'**

**No Near relative working certificate**

I..... Son /Daughter 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 Bidder)

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**Annexure I**

**MODEL FORM OF BANK GUARANTEE FOR EMD**

**(For submitting EMD for Air Conditioning, Diesel Engine Alternator, Lifts, and Sub Station Works wherever the amount of EMD is more than Rs.20,000/-)**

Whereas \_\_\_\_\_ (hereinafter called "the bidder(s)") has submitted its Tender dated \_\_\_\_\_ for the work \_\_\_\_\_

\_\_\_\_\_ KNOW ALL MEN by these presents that WE \_\_\_\_\_ OF \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ (hereinafter called "the BSNL") in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

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

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

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

**Signature of the Bank**

**Signature of the Witness**

**Name of Witness**

**Address of Witness:**

## ANNEXURE II PERFORMANCE SECURITY GUARANTEE BOND

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

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

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

4. We(name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

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

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



Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )

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)

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months)

SCHEDULE OF WORK													
Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )													
	NAME OF THE CONTRACTOR												
Schedule of Quantity													
Sl.no	Description of Item	Qty	Unit	Rate per Unit excluding GST	Total Amount Excluding GST (Net cost)	CGST		SGST		IGST		Total Amount including GST	HSN/SAC code
						%	Amount in Rs	%	Amount in Rs	%	Amount in Rs		
							Rs.		Rs.		Rs.	Rs.	
1	2	3	4	5	6	7	8=Col .(6 x 7)	9	10=col.(6 x 9)	11	12=col.( 6*11)	13=col. (6+8+10+12)	14
1	Providing round the clock operation of the following installations by deploying required manpower as per specifications & carrying out scheduled/routine, maintenance/ activities for smooth operation of installation on all working days, including all holidays and by arranging required tools and plants etc to keep all services operational i/c maintaining records , required up to standards complete as per specification etc as reqd.												
	a) EA set ( 2x 320 KVA)												
	b) Sub Station (2x 400 KVA)												
	c) 7TR Precision PAC units - 6 Nos												

Internet downloaded copy

Contractor

Page 18 of 29

Executive Engineer

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )

(d) Monitoring of Power plants alaram & intimating same to SDE Incharge											
Note: The Agency shall Engage the C license holder personal when need to operate/work with the HT installations											
All the above consists of one job	7 Mont h	Mont h		0.00		0.00		0.00		0.00	
				0.00						0.00	
Total Net Cost to BSNL in words (Col.-13)	#NAME?										
Total Cost including GST in words (Col.-14)	#NAME?										

Contractor

Executive Engineer(E)

**IMPORTANT NOTES:-**

1	The firm shall be responsible to ensure that GST shown in the above columns is correct & Input Tax Credit for the amount shown above is admissible as per GST Act as amended up to date".
2	Invoice /Bill should be pre-printed as per the GST format.
3	The evaluation and comparison of responsive bids shall be done on the basis of <b>Net cost to BSNL</b> on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., <b>but excluding GST</b>
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.
5	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.

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )

## **SPECIFICATIONS FOR WORK**

### **A. GENERAL**

#### **1.0 SCOPE**

1.1 Operation and maintenance of electrical services Technical/ Administrative/ Residential Building(s) as applicable in this contract means that all Electro Mechanical Services included in the schedule of work are kept in clean and working condition. Specific details of activities required with regard to each service are detailed under sections pertaining to those service/technical specifications.

1.2 Operation and maintenance of services shall be carried out as per instructions contained herein. All documents to be used shall be as per works instructions / forms & checklists, proforma schedules etc., forming part of the agreement and that are issued by from time to time. Services under operation shall be generally maintained clean.

1.3 Watch and ward of the installation under Operation shall be the responsibility of the contractor during contract period.

1.4 After the contract period is over the installation has to be duly handed over to the new agency along with the record of test results of equipments & associated items, under supervision of SDE (E)/JTO (E) in charge.

#### **2.0 METHODOLOGY**

2.1 It is presumed that contractor will provide minimum qualified staff at the site, which will be adequate to perform routine operational functions. For optimum utilization one person can be responsible for number of services. Also operation staff has to be available round the clock, even on holidays. However, strength may vary during day and night shifts. Scheme for staff employed shall be got approved by the Engineer-in-charge. Wherever the shifts/strength is indicated elsewhere in the specifications, the same shall be binding on the firm.

2.2 At the start of work, firm shall prepare an inventory of service under operation jointly with J.T.O (E)/SDE(E), concerned.

2.3 Before start of the work complete equipments/services under scope of operation/maintenance shall be thoroughly examined by the agency jointly with SDE(E)/JTO(E) concerned. All Defects/discrepancies should be brought to the notice of the SDE(E)/JTO(E) in writing within first 15 days of award of work. Based on the type of preceding contract, the Defects/discrepancies agreed upon by BSNL shall be got attended by the outgoing agency or by BSNL itself. Since the material for maintenance/breakdown are to be separately measured, agency shall maintain a record of breakdown and carryout urgent works upon information to SDE(E)/JTO(E). For items not covered in the schedule of work depending upon the necessity and requirements, agency shall carryout the same under specific instructions of SDE(E)/JTO(E).

2.4 A complaint / fault Register as per annexure shall be kept up-to-date at site by the firm and the same shall be available for checking & verification.

2.5 Firm shall maintain logbooks as per annexures.

2.6 If during the period of contract, any of the equipment(s) are added/ altered, the operation of those equipments/ services shall be done by the agency at no extra cost except for the situation where deployment of additional staff is required on permanent basis to manage operation. Similarly in case of deletion of any of the equipment, no recovery shall be made except for the situation when strength of operator on shifts on daily basis is reduced.

#### **3.0 OPERATION PERSONNEL**

Three Semi skilled labour per day

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )

3.1 The operating staff has to be available round the clock throughout the month even on holidays. Since the firm will be doing the operation of critical services such as Substation and standby genset, responsible & trained person(s) placed at site, should be able to take initial steps under emergency situation.

3.2 The operating staff shall also monitor the working of the DC power plants and should inform the alarm status to the concerned exchange incharge.

3.3 Agency shall issue identity cards to the workers and a list of personnel employed together with the copies of such identity cards should be submitted to SDE (E)/JTO (E) concerned. Before being posted at site police should be informed about the personnel and a copy of the intimation shall be submitted to SDE (E).

3.4 The workers engaged by firm should maintain proper discipline and good behaviour with occupants. The firm shall remove such workers from the site whose behaviour is found improper. Engineer – in – Charge's decision shall be final and binding.

3.5 The firm has to supply details as per annexure- II of all the workers likely to be engaged by it before start of the work.

3.6 The sitting arrangement for the staff engaged by the agency, space, water, telephone and electricity shall be made available by BSNL free of cost.

3.7 Provision of Supervisor shall also be made as per standard form of contract (EW8) which forms the part of this contract.

#### 4.0 DAMAGES TO BSNL INSTALLATION:

4.1 Any damage to the installation(s)/building during the period of contract due to the carelessness on the part of staff shall be the responsibility of firm. Firm is liable to be penalized for careless as per relevant penalty clauses.

4.2 Any accident or damage during /operation will be the responsibility of the firm/contractor & the Department 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.

#### 5.0 CURRENCY OF CONTRACT:

5.1 The currency of contract shall be 60 days. The Department reserves the right to terminate the contract by giving show cause notice of one-month duration at any time during the currency of the contract.

5.2 The Department reserves the right to extend the contract for a maximum period of 15 days at the same rates & conditions, without the consent of the firm and beyond this period with mutual consent.

#### 6.0 TERMINATION OF CONTRACT:

6.1 Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm or their workers, disobedience and abandoning the site etc. In such a case, Full Performance Guarantee shall be forfeited to BSNL. The Decision of the Engineer in charge in this regard shall be final and binding.

6.2 Right is reserved by BSNL for closure of the contract at any time by giving one month's notice for reasons not attributed to the Contractor. The Decision of the Engineer incharge shall be final and binding on the contractor for closure of contract and for which BSNL shall not entertain any claim.

#### 7 PENALTY FOR DEFICIENCY IN SERVICE:

(a) In case of major accident/ loss on account of negligence on part of the contractor, the contract shall be terminated and 10% (ten percent) of the tendered amount shall be recovered. Decision of the Engineer in charge shall be final and binding on the contractor.

(b) Contractor shall be responsible to ensure proper working of PF Capacitor panel and that the power factor is maintained within 0.90 lag-.95 lag. Any penalty on this account levied by Supply Company (attributed to the wrong setting in APFC relay/ faults in capacitor panel not brought to the notice of the JTO(E)/SDE(E) in writing) shall be recovered from the agency with an additional penalty of Rs.1000/- per

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occasion. However in case of inadequacy of the capacitor bank at the time of taking over or due to addition of any services / Load during period of contract, the extra requirement shall be met out departmentally.

(c) In case of absence of worker from the duty/site where operation is carried out, penalty shall be made @ Rs. 500/- per day per person per shift. (Staff employed of less than the prescribed qualifications shall be treated as absent). The Decision of the Engineer incharge shall be final & binding. In case of persistent non wearing of uniform by the operators, noticed and recorded in the relevant registers/records/conveyed in writing penalty of Rs.100/- per occasion shall be levied.

(d) If the performance is found to be unsatisfactory (Such as non-recording of data, continuous non availability of staff at site, not informing in writing to the SDE(E)/JTO(E) the faults and/or defects requiring maintenance activity in time etc.,) noticed by the Officers during their site visits / test checks, penalty upto 5% of one month's bill for that service for that site shall be recovered. This is in addition to the penalty for specific deficiencies as per Clause(s) above.

(e) Notwithstanding the compensation clause described above, BSNL reserves the right to take necessary steps for operation of the installation at the risk and cost of the contractor within a day's notice or as decided by the E-in-C, depending upon the graveness of the situation. BSNL also reserves the right to levy additional penalties, wherever deficiency in the work carried out by the firm results in loss to BSNL.

#### 8 GENERAL CONDITIONS:

8.1 The contractor has to keep all the equipments under operation and site neat and clean to avoid any accident and or fire hazards.

8.2 The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained.

8.3 The contractor agrees that he shall at all times indemnify BSNL against all claims for compensation under the provisions of any law for the time being in force or in respect of any person employed by it in carrying out the contract. Further, such staff has no right to claim employment in BSNL.

#### 9 TEST CHECK BY THE FIELD ENGINEERS:

9.1 For the purpose of assessing the quality of service rendered by the firm against the above contract, the EE,SDE & JTO shall carryout inspection & test checks of the service/work under the contract periodically.

9.2 During these test checks they shall record any deficiency in the work. As per the principle of sampling, if service during sample test check is not found to be satisfactory, then penalty shall be imposed on the contractor as per the penalty clause no. 7.

#### 10 ENERGY CONSERVATION

10.1 BSNL Electrical Wing, Chennai Telephones is committed to reduction in energy bills by the way of energy conservation over a year by 5%. The contractor shall continuously monitor & coordinate in energy conservation to save energy bills which includes suitable testing using energy monitoring instruments etc.,

10.2 The contractors are responsible for display of Energy conservation slogan stickers at prominent locations in the area under maintenance.

10.3 The firm shall follow energy conservation measures in respect of the services being maintained by him as when the same is issued.

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai.  
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**ANNEXURE**

**COMPLAINT REGISTER**

	Officer / Sections lodging complaint	Nature of complaint	Date & Time redressal of complaint	Acknowledgement of rectification by complaint	Remarks

**LOG BOOK FOR E/A SET AT \_\_\_\_\_**

**Name of work:**

**Name of contractor:**

**LOG BOOK FOR EA SET RUNNING OR THE MONTH OF**

Date	E/A set No.	Start time	Stop time	Voltage			Load Current			F r e q	Spe ed	Lub oil Te mp	Lub oil Pr.	Water Temp	Diesel level Ltrs		KWH	
		Hrs	Hrs	RY	YB	B R	R	Y	B	Hz	RP M		Kg/c m2		Start	Stop	Start	Stop

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### LOG BOOK FOR PAC Plant (Only Monitoring)

Date/Time	Plant			Plant		
	No of AC Units working	SI No of AC units working	Switch Room Temp	No of AC Units working	SI No of AC units working	Switch Room Temp
00.00 hrs						
03.00 Hrs						
06:00 hrs						

**Note: Only Printed Log books shall be used at site**

### LOG BOOK FOR SUBSTATION

The front cover of the log book shall indicate

**Name of work:**

**Name of contractor:**

1(a) Each page shall contain in one side the following table for recording data

DATE: \_\_\_\_\_

Time	HT PANEL			TRANSFORMER 1								TRAN SFOR MER 2	POWER MEASUREMENT				SIGN OF OPER ATOR	SIGN OF EXCH ANGE STAF F
	HT VOLTAGE	HT CURR ENT	MD REC ORD ED	HT Curre nt	LT Voltage			LT Current			Temp eratur e							
					RY	YB	BR	RY	Y B	BR								
10.00											Same as for transfo rmer 1							
12.00																		



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LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

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/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar

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		/ KSB / Mather & platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul
31	Compressors	Carrier/Emerson copeland/York/Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / Pilkington / UP Twiga
33	Expanded Polystyrene	BASF(India) Ltd.
34	Gauge	Feibig / H.Guru / Pricol
35	Controls	FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland
36	Fine Filters	Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37	GI Sheet	HSU Jindal / National / Nippon Denro / Sail / Tata
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/Honeywell Essar/Notifier
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor / Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald
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

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### **PROFORMA OF SCHEDULES**

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

#### **SCHEDULE 'A'**

Schedule of quantities : Attached

#### **SCHEDULE 'B'**

Schedule of materials to be issued to the bidder: Nil

#### **SCHEDULE 'C'**

Tools and plants to be hired to the bidder: Nil

#### **SCHEDULE 'D'**

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

#### **SCHEDULE 'E'**

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

#### **SCHEDULE 'F'**

Reference to General Conditions of contract :

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

General Rules & Directions: Officer inviting tender: Executive Engineer (E), ED-I, Chennai  
Definitions:

- 2(v) Engineer-in-Charge Executive Engineer (E), ED-I, Chennai  
2(vi) Accepting Authority EE (E), BSNL Electrical Division -I, Chennai  
2(x) Percentage on cost of materials and labour to cover all overheads and profits 10%(TEN)

#### **CLAUSE 5**

Time allowed for execution Two Months  
Authority to give fair and reasonable extension of time for completion of work: SE (E), EC-II, Chennai  
Competent Authority for deciding reduced rates : SE (E), EC-II, Chennai  
Clause 25  
Competent authority for conciliation: SE (E) not in-charge of the work.

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )

**BSNL EW-8**

Bharat Sanchar Nigam Limited  
Electrical Wing

Electrical Division: ED-I, Chennai

Sub Division: ESD III, Chennai

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
3. I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
4. If I/We, fail to commence the work specified, I/We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
5. Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered 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 award letter. I/We agree to keep the performance bank guarantee valid as per the BSNL terms and conditions.
7. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Name of work: Providing operation of Transformer Substation, Engine Alternator sets, PAC units at TE Building, Kodambakkam, Chennai. (SW:-For 7 Months )

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

**Acceptance of Tender**

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

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

- a)
- b)

For & on behalf of BSNL

Dated

Signature :

Designation :