

Name of work:- SITC of 2Nos. 380 KVA Engine Alternator set with Acoustic Enclosure for TE Bldg. RK Nagar, Chennai(sw:Providing Auxiliary works for 1No.380KVA EA set(second E/A set))



BHARAT SANCHAR NIGAM LIMITED

(A Govt of India Enterprise)
(Electrical Wing)

O/o The Executive Engineer (E)

BSNL Electrical Division-III

No.22, Kellys Road, Chennai - 600010.

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E-TENDER DOCUMENT

Name of work:- SITC of 2Nos. 380 KVA Engine Alternator set with Acoustic Enclosure for TE Bldg. RK Nagar, Chennai(sw:Providing Auxiliary works for 1No.380KVA EA set(second E/A set))

NIT No.45/ EE (E) /ED-III /CH/2021-22

This tender document contains 30 (**Thirty only**) pages only.

For E Tender Helpdesk Pls Contact M/s ITI LTD, Ph:91-80-40482000 &

Mail Id : twhelpdesk399@gmail.com, bsnlthelpdesk@gmail.com

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BSNL EW 6

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

Tender Notification

The Executive Engineer (Elect), BSNL, **Electrical Division-III, 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:

1	Name of work	SITC of 2Nos. 380 KVA Engine Alternator set with Acoustic Enclosure for TE Bldg. RK Nagar, Chennai(sw:Providing Auxiliary works for 1No.380KVA EA set(second E/A set))
2	Estimated cost put to tender	Rs.4,00,569/- Excluding GST
3	Earnest Money	<i>Nil. However undertaking as per Form-E need to be submitted.</i>
4	Period of completion	One month
5	Last date & time for downloading of tender document by bidder	Up to 14:55 Hrs. on 05-11-2021
6	Last date & time for online submission of tender	Up to 15:00 Hrs. on - 05-11-2021
7	Last date & time for submission of original EMD	Up to 15:00 Hrs. on - 05-11-2021
8	Date and time for opening of tender	15:30 Hrs. on - 05-11-2021
9	Tender cost (Non refundable)	Rs.500/- + GST 18% = Rs.590/-
10	E-tender Processing fee (Non refundable)	0.05% of estimate cost subject to the minimum of Rs.500 and Maximum of Rs. 5000 plus Service Tax

ELIGIBILITY CRITERIA

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

* In accordance with the instructions contained in Department of Public Enterprises' letter no. DPE/7(04)/2017-Fin. (Part-I) dated 19.11.2020 and MM Cell, BSNL Corporate Office's letter no. BSNLCO-MMT/12(15)/1/2020-MMT dated 05.12.2020, Bid Security (EMD) is discarded and Performance Guarantee is reduced from 5% to 3%. The above changes are applicable for the tenders which are opened upto 31.12.2021. However, a Bid Security declaration shall be given by the Bidder as per Form 'E'.

Name of work:- SITC of 2Nos. 380 KVA Engine Alternator set with Acoustic Enclosure for TE Bldg. RK Nagar, Chennai(sw:Providing Auxiliary works for 1No.380KVA EA set(second E/A set))

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 (**undertaking as per Annexure-E**)
 - c. Certificate of Financial Turnover from Chartered Accountant if applicable
 - d. Documents fulfilling Eligibility criteria (Please note that in case the bidder is authorised by the manufacturer, the original authorisation letter is to be scanned and uploaded)
 - e. Enlistment certificate issued by BSNL (for BSNL enlisted contractors)
 - f. Electrical license issued by TN Govt. if applicable
 - 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, and if applicable the original authorisation letter by the manufacturer, shall be deposited in the tender box available in the office of tender opening authority, by all the bidders before 15.00Hrs on the tender opening date, failing which the tender shall not be opened

BSNL EW-6
Bharat Sanchar Nigam Limited
Electrical Wing

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

Sub Division-**CANI, Chennai**

NIT No. DIVISION: 45/ED-III/CH/2021-22 DT 23.10.2021

Item rate tenders on single bid system are invited on behalf of CMD,BSNL for the work of **"SITC of 2 Nos. 380 KVA Engine Alternator set with Acoustic Enclosure for TE Bldg. RK Nagar, Chennai(sw:Providing Auxiliary works for 1No.380KVA EA set(Second E/A set))"** 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. Tenders which should always be placed in sealed covers with the name of the work written on the envelope will be received and opened by the tender opening authority as per the date and time mentioned in **INFORMATION AND INSTRUCTIONS FOR BIDDERS. Unsealed tenders will be summarily rejected.**
2. Intending bidder is eligible to submit the bid provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority as per the eligibility conditions mentioned in the NIT notification page.
3. The work is estimated to cost **Rs.4,00,569/-** This estimate, however, is given merely as a rough guide.
4. Agreement shall be drawn with the successful bidder on prescribed form as amended up to the date of opening of tender. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
5. The time allowed for carrying out the work will be **One Month** from the 10th day after the date of written order to commence the work.
6. The site for the work is available / or the site for the works shall be made available in parts. The successful bidder shall execute the work in coordination with other agencies working in the campus.
7. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **Chennai.bsnl.co.in** at free of cost. The BSNL EW-8 document can be seen from the web site **Chennai.bsnl.co.in** at free of cost.
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 Telephones** payable at **Chennai**. 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 Telephones** payable at **Chennai**. The validity of the EMD in the form of DD~~

Name of Work : Providing LT Panels and cabling for HT to LT Conversion at TE Mylapore, Chennai (Revised)..

~~shall be 60 days from the date of opening. If the EMD is in the form of CDR/FDR/BG, the validity shall be 180 days from the date of opening. In case of L1 bidder, the validity of CDR/FDR/BG is to be extended up to the observation period as that of the Performance guarantee / Security deposit. Exemption from payment of Tender Fee, Earnest Money and Security Deposit by any other unit/ department shall not hold good for BSNL.~~

10. The last date for submission of bid is **05-11-2021 up to 3:00 PM** and the bid submitted shall be opened at 03:30 PM on the day. If a holiday is declared on the tender opening day, the tender will be opened on the next working day.

1. **Performance Guarantee:** The bidder is required to furnish Performance guarantee for an amount equal to 3%* 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.**~~ In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, BSNL will be at liberty to disqualify the bidder from bidding for any contract with BSNL for a period of one year from the date of disqualification as may be notified by BSNL (without Prejudice to BSNL's rights to claim damages or any other legal recourse).

11. **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.**

12. If it is found at any stage of tender scrutiny after submission of tender that the bidder has made any correction/addition/alteration/omission intender documents vis-à-vis tender documents available on the website /original Draft NIT in office, the bid shall be treated as non-responsive and shall be summarily rejected and the 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.

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

** In accordance with the instructions contained in Department of Public Enterprises' letter no. DPE/7(04)/2017-Fin. (Part-I) dated 19.11.2020 and MM Cell, BSNL Corporate Office's letter no. BSNLCO-MMT/12(15)/1/2020-MMT dated 05.12.2020, Bid Security (EMD) is discarded and Performance Guarantee is reduced from 5% to 3%. The above changes are applicable for the tenders which are opened upto 31.12.2021. However, a Bid Security declaration shall be given by the Bidder as per Form 'E'.*

14. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
15. The competent authority on behalf of the CMD does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected. The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
16. 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.
17. 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.
18. 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.
19. The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, ~~then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.~~
 20. The bidder 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'**.
 21. **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.
 22. 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.
 23. 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 at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Standard BSNL EW-8 form

c. 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. 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.
5. 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.
6. GST and any other tax applicable in respect of this contract shall be borne by the bidder himself. The bidder shall quote his rates considering all such taxes. The TDS as per the Govt. regulations will be recovered from the contractor.
7. **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.
8. However, pursuant to the constitution (Forty-sixth amendment) act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contractors there upon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of Superintending engineer (whose decision shall be final and binding) be attributable to delay in execution of work within the control of contractor.
9. 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 there of to the Engineer-in-charge that the same is given pursuant to this

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condition, together with all necessary information relating thereto.

10. Bye laws Indemnity against liabilities:

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

11. 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.

12. 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.

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

FORM 'A'

Undertaking to abide by EW 6 & EW 8

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

(Seal of the firm)

(Signature of Bidder)

FORM 'B'

Undertaking regarding EPF provisions

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

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

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

No Near relative working certificate

I..... Son /Daughter ofShri.....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)

Bid Security/EMD DECLARATION (As per the BSNL CO Ltr No. BSNLCO-MMT/12(15)/1/2020-MMT dated 05-12-2020)

BID SECURITY / EMD UNDERTAKING & DECLARATION

I / We R/o
..... And authorized signatory of the firm M/s.
.....(Hereafter referred to as bidder)
have read, understood and agree with all the terms and conditions included in the tender documents for participation in the tender of work/supply of
..... vide tender No..... do hereby undertake and declare that:

1. If I/We fail to enter in to the agreement & commence the work in time as per BSNL order.
2. If any loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the bidder(s) of any of terms or conditions contained in the said tender document or by reason of the bidder(s) failure to perform the said agreement.
3. If anything is found false and / or incorrect and / or reveals any suppression of fact at any time.
4. if the bidder either registered with body specified by Ministry of Micro, Small & Medium Enterprise or Non MSE bidder claiming any concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations.

I hereby undertake that under any/all the above conditions, BSNL reserves the right to debar our tender offer / cancel the LOA/purchase/work order if issued, and to suspend/Debar/Ban for a period of one year from the date of such order/instance. BSNL can debar my/our firm from any further work/contract by BSNL for one year from the date of issue of such order.

In lieu of EMD/Bid Security, this declaration is submitting.

Date:..... Signature of the tenderer.....

Place : Name of tenderer.....
Along with date & Seal

** In accordance with the instructions contained in Department of Public Enterprises' letter no. DPE/7(04)/2017-Fin. (Part-I) dated 19.11.2020 and MM Cell, BSNL Corporate Office's letter no. BSNLCO-MMT/12(15)/1/2020-MMT dated 05.12.2020, Bid Security (EMD) is discarded and Performance Guarantee is reduced from 5% to 3%. The above changes are applicable for the tenders which are opened upto 31.12.2021. However, a Bid Security declaration shall be given by the Bidder as per Form 'E'.*

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

Not Applicable

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

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

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness:

ANNEXURE II PERFORMANCE SECURITY GUARANTEE BOND

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

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

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

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

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

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

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

Dated the _____ day of _____

for _____ (indicate the name of bank)

Dated the _____ day of _____ for _____ (indicate the name of bank)

Name of Work : Providing LT Panels and cabling for HT to LT Conversion at TE Mylapore, Chennai (Revised)..

Name of work:- SITC of 2Nos. 380 KVA Engine Alternator set with Acoustic Enclosure for TE Bldg. RK Nagar, Chennai(sw:Providing Auxiliary works for 1No.380KVA EA set(second E/A set))

Name of Contractor

SCHEDULE OF QUANTITIES

Sl. No	Description of Item	Qty	Unit	Rate per unit excluding GST	Rate in words	CGST		SGST		IGST		Rate per unit including GST	Total Amount ex GST (Net cost)	Total Amount i/c GST	HSN / SAC code
						%	Rate	%	Rate	%	Rate				
1	2	3	4	5	6	7	8 = 7x5	9	10 = 9x5	11	12 = 11x5	13 = 5+[(8+10) or(12)]	14=3x5	15=3x13	16
1	Providing by suitably extending the exiting foundation of PCC type with the ratio of 4:2:1. The length and breadth of the foundation shall be 300mm more from the respective length and breadth of the DG set. The height of the foundation shall be 400 mm i.e. 200 mm Below and 200 mm above the ground level.i/c Earth work in surface excavation not exceeding 30cm in depth but exceeding 1.5 m in width as well as 10sqm on plan including disposal of excavation earth upto 50m and lift upto 1.5m, disposal soil to be levelled and neatly dressed.	1 Cu mtr	Cu mtr												
2	Supplying and laying 2 runs of 3 1/2 X400 sq.mm PVC insulated and PVC sheathed armoured aluminium conductor cable of 1.1 KV grade in the following manner etc. as required.														
a	On surface of wall / floor	4Mtrs.	mtr												

UNPRICED SCHEDULE

Name of Work : Providing LT Panels and cabling for HT to LT Conversion at TE Mylapore, Chennai (Revised)..

b	In the existing LT Panel / DB / EA Set Canopy / Metal pipe/Trench	10Mtrs.	mtr																
3	Providing and fixing 25mmx 5mm thick GI strip in following manner as required.																		
	a) On surface of wall or recess	25Mtrs.	Mtr.																
4	Supplying and making end termination with brass compression gland and aluminium lugs for 31/2X400Sqmm size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KVetc as required.	4 set	set																
5	Earthing with Copper Earth Plate 600 mm x 600 mm x 3 mm thick including accessories and providing masonry enclosure with cover plate , watering the pipe , with charcoal/coke and salt Complete as required	2 Nos	each																
6	Providing and fixing 25mmx 5mm thick copper strip in following manner as required.																		
	a) In 40 mm dia B class GI pipe as required.	20Mtrs.	Mtr.																
	b) On surface of wall or recess as required.	20Mtrs.	Mtr.																
7	Supplying and fixing 150mm dia B class MS pipe i/c MS fittings like elbows, flanges, etc. on surface i/c welding, providing & fixing suitable supports and painting with heat resistant aluminium paint etc as reqd	18Mtrs.	Mtr																
8	Providing and fixing 50mm glass wool insulation and cladding with 24 SWG aluminium sheet for 150mm dia MS pipe etc. as reqd.	6Mtrs.	Mtr																
9	Providing cladding arrangement with 50mm glass wool insulation and cladding with 24 SWG aluminium sheet for silencer of 380 KVA E/A Set etc. as reqd.	2 Jobs	job																

UNPRICED SCHEDULE

Name of Work : Providing LT Panels and cabling for HT to LT Conversion at TE Mylapore, Chennai (Revised)..

10	providing Scaffolding for carrying out fixing of exhaust pipe lines of 380KVA EA sets etc i/c transportation, labour, hiring of scaffolding materials complete as reqd.	20 Sq. mtr	Sq.mtr																
11	Supplying and laying 3X2.5Sqmm Copper conductor armoured cable in the following manner i/c gland etc as reqd																		
a	On surface of Wall/Recess	20Mtrs.	Mtr																
b	In trench/panel	5Mtrs.	Mtr																
12	Charging the existing 180AH battery form charging station i/c transportation etc as reqd	1 Job	Job																
13	Providing artificial resistive load suitable for 380 KVA Engine Alternator set with cabling ,switching arrangement etc for pre acceptance testing for running of E/A set 2hours full load 1Hour 110% load and 1Hour no load and final acceptance testing for Running of E/A set with full load for 6Hours and 110% load for 1Hour i/c transportation and Handling of diesel from petrol bunk to RK nagar TE for the above test and arranging specialized man power for testing and arrange to check the safety provisions in the engine such as Low lub oil pressure ,High water temperature and over speed/Over frequency tripping by authorized dealer and the same to be demonstrated to AT authority etc as reqd.	1 Job	Job																
14	Fixing the existing E/A set control panel in the existing 380KVA canopy etc as reqd	1 Job	Job																
15	Removing the existing corroded 8" MS exhaust pipe on surface of wall and shifting the pipe inside the Exchange premises as directed by engineering incharge etc as reqd	20Mtrs.	Mtr																

UNPRICED SCHEDULE

Name of Work : Providing LT Panels and cabling for HT to LT Conversion at TE Mylapore, Chennai (Revised)..

16	Paainting the existing 8" MS Exhaust pipe by heat resistyant paint i/c cleaning the surface etc as reqd	20Mtrs.	Mtr															
17	Supply and drawing 95sqmm multistrand copper cable for interconnection of Control panle to alternator i/c providing copper lugs etc as reqd	16Mtrs.	Mtr															
TOTAL																		
Net Cost to BSNL Excluding GST in Words																		
Total Cost to BSNL Including GST in Words																		
IMPORTANT NOTE :																		
1	The firm shall be responsible to ensure that GST shown in the above columns is correct & Input Tax Credit for the amount shown above is admissible as per GST Act as amended up to date.																	
2	Tax Invoice /Bill of supply should be submitted with all the details as per the requirement under GST Act.																	
3	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.																	
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.																	
6	Bidders must mandatorily quote for all GST components (CGST, SGST, IGST) as applicable.																	
7	Bidders must mandatorily mention correct HSN / SAC codes.																	

UNPRICED SCHEDULE

Contractor

Executive Engineer(E)

GENERAL SPECIFICATION

- 1) The work shall be done as per current CPWD Specification for Electrical works amended from time to time & Indian Electricity Rules as attended up to date.
- 2) The work shall be supervised by qualified technical staff of the Contractor.
- 3) The layout of the work will be given by the Engineer in charge or his duly authorized representative at the site of work.
- 4) The following wiring shall be done in separate conduits:-
 - A. Power plug wiring.
 - B. Light & Fan point wiring.
 - C. Emergency Light point wiring(AC Supply/DC Supply)
 - D. Telephone wiring.
 - E. Clock wiring.
 - F. AC Unit wiring.
- 5) The number of power plug points, and emergency light points fed from DC supply shall not exceed two per circuit in any of the cases.
- 6) The earthing sets shall be provided in presence of engineer in charge or his authorized representative.
- 7) Sample of all the materials, fittings, accessories, IC switch gears etc., shall be got approved from the Engineer in-charge before using the same on work. The rejected materials shall be removed immediately from the site of work.
- 8) The Contractor will be have to carry out the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
 - a) Earth Test
 - b) Polarity test
 - c) Insulation test
 - d) Earth continuity test of the surface/recessed conduits.
- 9) Any damage done to the building, by the Contractor during the execution of work shall have to be made good at his cost and risk. If he does not do it himself within a reasonable time determined by the Engineer In-charge the same will be got done at his cost departmentally after notice given to him.
- 10) The outlet boxes, IC BOXES for Switches and end of conduits etc. of different types of electrical wiring as mentioned in clauses above shall be painted inside/outside with different colours each signifying the different categories mentioned so as to avoid mixing of various circuits and their wiring and nothing extra will be paid for this.
- 11) At the time of laying conduit pipe in the slab in recess, the contractor should keep fish wire of 16 SWG GI wire throughout conduit pipe and will have to take special care so that the conduit do not cross through AC ducts, grills, etc.
- 12) The contractor should recess the conduits in the walls before they are plastered and in coordination with progress of building works. The conduit should be mechanically and Electrically continues.

- 13) All the Switch board, SDB and DB shall be clearly sign written indicating the number/type of load/Circuit Nos. etc.
- 14) Under ground cables of both 1.1 KV and 11 KV should be subject to pressure/insulation tests before and after laying the same.
- 15) While making end connections of wire, no strand shall be cut and termination of wire shall be done with necessary lugs without any extra cost.
- 16) The termination of conduits etc. in the junction box should be done by making proper holes instead of cutting the box.
- 17) The Contractor will have to make arrangements to take the materials to site of work at his own risk and cost.
- 18) If any conduits are laid before the award of work, the same shall be recovered at rate mentioned in SR-2016 (Internal) enhanced by abatement of similar items in the tender.
- 19) ALL MATERIALS SHALL BE "ISI" MARKED OR APPROVED BY THE BSNL.

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 / 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

Name of Work : Providing LT Panels and cabling for HT to LT Conversion at TE Mylapore, Chennai (Revised)..

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

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 other makes which are approved by BSNL CO up to the last date of sale of tender can also be used in this contract.

LIST OF INDIAN STANDARDS

- I.S.277 Galvanized steel sheets.
- I.S.325 Three Phase Induction Motors
- I.S.655 Metal Air Ducts
- I.S.732 Code of Practice for Electrical Wiring and fittings for Buildings.
- I.S.778 Gun Metal Gate, Globe and Check Valves for general purposes.
- I.S.900 Code of Practice for Installation and Maintenance of Induction Motors.
- I.S.996 Single Phase small AC and Universal Motors.
- I.S.1239 Mild Steel Tubes, G.I. Pipes, Tubular and other wrought steel fittings.
- I.S.1248 Direct Acting Electrical Indicating Instruments.
- I.S.1520 Horizontal Centrifugal Pumps for clear, cold and fresh water.
- I.S.1554 PVC Insulated (heavy duty) Electrical Cables (Part-I) for working voltages upto and including 110 volts.
- I.S.2372 Timber for cooling towers.
- I.S.2516 AC Circuit Breakers.
- I.S.2592 Recommendation for Methods of Measurements of Fluid flow by means of Orifice Plates and Nozzles.
- I.S.1822 Motor Starters of Voltage not exceeding 1000 volts.
- I.S.2208 HRC Cartridge Fuse – Links upto 650 volts.
- I.S.3589 Electrically welded steel pipes for water, gas and sewage.
- I.S.3624 Bourden Tube Pressure and Vacuum Gauges.

- I.S.4047 Heavy Duty air break switches and composite units of air break switches and fuses for voltage not exceeding 1000 volts.
- I.S.6392 Steel Pipe Flanges.
- I.S.7403 Code of Practice for Selection of Standard Worm and Helical Gear Boxes.
- I.S.8148 Specification for packaged air conditioning.
- CPWD General Specifications for Heating, Ventilation & Air conditioning (HVAC)-2004

IMPORTANT NOTE

All references to I.S.I. appearing in this specification may be read as Bureau of Indian Standards, Latest amended versions.

LIST OF SAFETY STANDARDS

- I.S.618 Code of Practice for safety and health requirements in Electrical and Gas Welding and Cutting Operations.
- I.S.659 Safety code for Air Conditioning.
- I.S.660 Safety code for Mechanical Refrigeration.
- I.S.3016 Code of Practice for Fire precautions in welding and cutting operations.
- I.S.3210 Code for Safety procedures and practices in Electrical works.
- I.S.3696 Safety for Scaffolds and Ladders.

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities : Attached

SCHEDULE 'B'

Schedule of materials to be issued to the bidder: Nil

SCHEDULE 'C'

Tools and plants to be hired to the bidder: Nil

SCHEDULE 'D'

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

SCHEDULE 'E'

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

SCHEDULE 'F'

Reference to General Conditions of contract :

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

General Rules & Directions: Officer inviting tender: Executive Engineer (E)
Electrical Division-III Chennai

Definitions:

2(v) Engineer-in-Charge Executive Engineer (E)
Electrical Division-III Chennai

2(vi) Accepting Authority Executive Engineer (E)
Electrical Division-III Chennai

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

CLAUSE 5

Time allowed for execution **One Month**

Authority to give fair and reasonable extension of time for completion of work: EE(E),ED-III,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.

BSNL EW-8
Bharat Sanchar Nigam Limited
Electrical Wing

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

Sub Division: ESD CANI

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 to reject the work and disqualify us from bidding for any contract with BSNL for a period of one year from the date of disqualification as may be notified by BSNL (without Prejudice to BSNL's rights to claim damages or any other legal recourse
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 therefrom to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

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

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

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

- a)
- b)

For & on behalf of BSNL

Dated

Signature :

Designation :