

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. Office: 044-26470123, 26448081 E-mail: <u>eeedn3@gmail.com</u>

TENDER DOCUMENT

Name of Work: SITC of Turbo Ventilator system for standalone BTS stations under ED III, Chennai Telephones. (SW:-SITC of Forced cooling system using Exhaust Fans with control in 368 GSM Sites in CHTD)

NIT no: 21/EEE/ED-III/BSNL/CH/2022-23

This tender document contains:
Technical Bid 41(FORTY ONE) pages only.
Financial Bid 4(FOUR) Page only

For E Tender Helpdesk Pls Contact: https:// etenders.gov.in. Ph: 0120-4200462/4001002/4001005/6277787 Mail Id:support-eproc@nic.in

CHECK LIST FOR THE TENDERER

<u>IMPORTANT NOTE</u>: Before on line submission of tender document, contractor must verify the check list properly.

	Technical & Commercial Bid/F	inancial Rid	
		mancial <u>Diu</u>	
-	ME OF THE VENDOR		
SI.	Description	Submitted/Uploaded	Detail of document
No	*	Yes/No	Submitted/Uploaded
1	The Firms who fulfil the following		
-	requirements shall be eligible to bid		
	<u>Eligibility</u>		
	BSNL enlisted contractors in Electrical		
	category of respective class as per their		
	tendering limit		
	The intending bidder has to fill all the details		
2.	such as Banker's name, Demand Draft/Fixed		
	Deposit Receipt /Pay Order/ Banker's Cheque		
	/Bank Guarantee number, amount and date		
	a) Cost of Bid Document: Demand draft amounting to Rs.1,180/- (inclusive of		
	GST) drawn in favour of " BSNL		
	Chennai Telephones payable at		
	Chennai ,(Demand Draft only). The		
	validity of the tender cost in the form of		
	DD shall be 60 days from the date of		
	opening		
	b) EMD -amounting Rs. 1,36,434/- in the form		
	of demand draft/FDR/ BG (As per format at Annexure-I) (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 guaranteed by the		
	Reserve Bank of India, drawn in favour of		
	" BSNL Chennai Telephones" The same		
	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 120 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		
3.	Self-attested Copy of PAN card.		
	Self-attested Copy of valid GST		
4.	registration		
E	Self-attested Copy of CA certificate for		
5.	turnover (if applicable)		
1	Self-attested copy of EPF Registration		
6.	certificate		
l			

7	Self-attested copy of ESI Registration certificate		
8.	The tenderer should give a certificate that none of his/her relative is employed in BSNL units(In the format as given in Form D)		
9.	Duly filled and signed undertaking regarding EPF and ESI Provisions (In the format as given in Form B)		
11.	Duly filled and signed Undertaking and to abide by EW6 and EW 8 (In the format as given in Form A).		
12.	Deviation if any in Technical & Commercial Bid of NIT will be given by the firm on its letter head duly signed & same shall be uploaded. In the absence of such letter it will be assumed that there are no deviations		
13.	I have read/Understood all the terms and conditions as mentioned in bid Document and accept the same unconditionally. It is certified that the Tender Document i/c all credentials has been re uploaded with Digital Signature.		
14.	Compliance Statement as per page no.38		
	Tender Document should be downloaded tal Signature. For E Tender Helpdesk Pls Contact: http Ph: 0120-4200462/4001002/40010 Mail id:support-eproc@r	os:// etenders.gov.in. 05/6277787	

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Note---Part II Price bid is attached as separate document in Excel file format for quoting the rates by the bidder.

BHARAT SANCHAR NIGAM LIMITED (A GOVERNMENT OF INDIA ENTERPRISE) <u>NOTICE INVITING e- TENDER (EW-6)</u>

The Executive Engineer [E], BSNL Electrical Division-III, Chennai -600010 on behalf of BHARAT SANCHAR NIGAM LIMITED invites online Item rate bids from eligible bidders in **SINGLE STAGE BIDDING & TWO STAGE OPENING SYSTEM** for the following work **1.0**

1.0						
NIT No.	21/EEE/ED-III/BSNL/CH/2022-23					
Name of Work	SITC of Turbo Ventilator system for standalone BTS					
	stations under ED III, Chennai Telephones. (SW:-SITC					
	of Forced cooling system using Exhaust Fans with					
	control in 368 GSM Sites in CHTD)					
Estimated Cost put to tender	Rs. 68,21,710/-					
Earnest Money	<mark>Rs. 1,36,434/-</mark>					
Cost of Bid Document	Rs1,180/- (Rupees One thousand one hundred and eighty only) i/c GST (Non-Refundable)					
Bid validity	120 days					
Period of completion	Two months					
Last date & Time of on line						
submission of Technical &	12.09.2022 upto 15.00 Hrs					
Financial Bid						
Period during which EMD, Cost of						
Bid Document shall be submitted in	within 5 days from the last date of online submission					
Division						
Time & Date of opening of hard						
copies of documents of intending	within 5 days from the last date of online submission					
bidders						
Time & Date of Opening of	15.30 Hrs on 13.09.2022					
Technical Bid						
Time & Date of Opening of	Opening of Financial bid shall be notified later after opening of					
Financial Bid	Technical Bid					

1.1 ELIGIBILITY CRITERIA :-

The Firms who fulfil the following requirements shall be eligible to bid.

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

1.2 The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date

(i) **Cost of Bid Document** -Demand draft amounting to Rs.1180/- (inclusive of GST) drawn in favour of "BSNL Chennai Telephones" payable at Chennai ,(Demand Draft only). The validity of the tender cost in the form of DD shall be 60 days from the date of opening

(ii) EMD - amounting to Rs. 1,36,434/- in the form of demand draft/FDR/ BG / CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of "BSNL Chennai Telephones" The same 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 120 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

2.0. The Bid documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with and other necessary documents, can be seen and downloaded from website https://etenders.gov.in free of cost

from 10.00 hrs on 26.08.2022 onwards and upto 15.00 hrs. on 12.09.2022

2.1But the Bid can only be submitted after uploading the following scanned documents (all documents shall be self-attested)–

a) Documentary proof of satisfying eligibility conditions as per 1.1 above.

b) Copy of PAN card, copy of valid GST registration, CA certificate for turnover, copy of EPF Registration certificate, copy of ESI Registration Certificate.

c) Demand draft of cost of tender documents.

d) EMD in prescribed form.

2.2 The contractor shall submit the DD for cost of Bid documents and EMD in the prescribed form , in a sealed envelope with mention of Name of work, date & time of opening of bids in a sealed bid box in the office of Executive Engineer (Electrical), BSNL Electrical Division-III, No.22, Kellys Road, Chennai - 600010 up to **15.00 hrs on 13.09.2022** and shall be opened on the same day at 15.30 hrs in presence of AO, SDE [E] and contractors present .

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

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

2.5 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

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

(i)The bidder is found ineligible. (ii) The bidder does not upload all the documents as per 2.1 above.(iii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

2.7 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 <u>https://etenders.gov.in</u>at free of cost. The BSNL EW-8 document can be seen from the web site <u>www.tamilnadu.bsnl.co.in/BSNL_EW_8_12072018.pdf</u>at free of cost.

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

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

2.10 The bidding process will be accepted only through e-Tendering platform.

As tenders are invited through e-Tendering process, physical copy of the tender document would not be available for sale.Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e- tendering portal.

2.11Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color. 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}.

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

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

4. Agreement shall be drawn with the successful Tenderer on prescribed Form No. **BSNL EW-6/8**, which is available on BSNL website <u>www.tamilnadu.bsnl.co.in/BSNL_EW_8_12072018.pdf</u> Tenderer shall quote his rates as per various terms and conditions of the said form

5. The time allowed for carrying out the work will be as mentioned above.

6.0 The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.

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

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

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

Two Bid System - (Single stage bidding & two stage opening)

The tender will be submitted online in two parts: Part -1:- TECHNICAL BID Part - 2: PRICE BID

> The technical bid will be opened on line at the first instance and evaluated by the Committee. At the second stage price bids of only the technical & commercially accepted offer will be opened for further evaluation and ranking before awarding the contract. The price bid shall be opened subsequently on a date and time to be notified by BSNL.

> The Original Instruments for Tender Fee and EMD (the scanned copies of which are uploaded) shall be deposited in the tender box available in the office of tender opening authority, by all the bidders within **5 days of bid submission end date failing which,** the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope), **shall be** rejected.

> The technical bid shall be evaluated by the tender evaluation committee and if necessary clarifications / confirmation, for deviations (if any) shall be taken from the eligible bidders so as to evaluate their bids as per terms and conditions of the tender documents to decide the technically responsive / non-responsive bidder.

> The bidders shall not be at any stage allowed to revise / modify the price bid after the opening of Technical Bid.

BSNL EW-6 Bharat Sanchar Nigam Limited Electrical Wing

Electrical Division: ED -III, Chennai .

Sub Division: ESD GSM-I Chennai

Item rated tenders on Single stage bidding & two stage opening are invited on behalf of CMD,BSNL for the work **"SITC of Turbo Ventilator system for standalone BTS stations under ED III, Chennai Telephones. (SW:-SITC of Forced cooling system using Exhaust Fans with control in 368 GSM Sites in CHTD)"** 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.

The work is estimated to cost Rs 68,21,710/-

- 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 TWO Months from the 10th 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 <u>https://etenders.gov.in</u>at free of cost. The BSNL EW-8 document can be seen from the web site <u>www.tamilnadu.bsnl.co.in</u> at free of cost.
- 7. After submission of the bid, the bidder can revise the 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 the rate of all the items).
 - 8. The Tender Fee Rs. 1180/- 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 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) for Rs **1,36,434/-**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 same 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 120 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. 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. (CPPP) [CLAUSE DELETED]
- 11. 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.
- 12. The last date for online submission of bid is 12.09.2022 up to 15.00 hrs and the submitted bid shall be opened at 03:30 PM on 13.09.2022. If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
- 13. The e-Tender processing fee and tender cost are non-refundable
- 14. 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 (APO-Advance purchase order). This period can be further extended by the Engineer-incharge 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: TWO 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. The award letter (PO) shall be issued only after receipt of the performance guarantee. 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).
- 15. 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: TWO 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.
- 16. 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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. The tender for the work shall remain open for acceptance for a period of One Twenty Days (120) 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.
- 23. 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'**.
- 24. 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.

- 25. 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.
- 26. This notice inviting tender shall form a part of the contract document. The successful bidder, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender, subsequent amendments issued and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL EW-8 form

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The intending bidder must read the terms and conditions of BSNL-EW 6 carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required.

2. Information and instructions for bidders posted on website shall form part of bid document.

3. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.

4. Those bidders not registered on the website mentioned above, are required to get registered themselves beforehand. The intending bidder must have valid class-III digital signature to submit the bid.

5. Tender Bidding Methodology: - "Single Stage Bidding and Two stage opening system". In this system Technical Bid (Techno-commercial NIT document) and Price Bid shall be submitted by the bidder at the same time.

6. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

7. Bidder can upload documents in the form of JPG format or / and PDF format.

8. 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)

9. 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.

10. 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.

11. 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.

12. **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.

13. 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.

14. 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.

15. **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.

16. 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.

17. 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.

18. 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 underta	aking that I
have read the complete bid document and I am aware	of all the clauses and su	b clauses of
BSNL EW 6 & 8 forms and I confirm that I will abi	de 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
	here by give an undertaking that

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

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".

**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			
Resider	nt of	••••			
here by give	e an u	nder	taking t	nat	

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".

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

(Seal of the firm)

(Signature of Bidder)

Contractor

FORM 'C'

Performance report of works

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

Dated:

Executive Engineer or Equivalent

FORM 'D'

No Near relative working certificate

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

(Seal of the firm)

(Signature of Bidder)

Annexure I

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

Whereas	(hereinafter	called "the bidder(s)") h	nas
submitted its Tender dated	for the work		
		KNOW A	LL
MEN by these presents that	WE	(OF
having	our registered office	e at	
(hereinafter called "the Bank") are	e bound unto	(hereinaf	ter
called "the BSNL") in the sum of	for w	hich payment will and truly	to
be made of the said BSNL, the Ba	ank binds itself, its su	ccessors and assigns by the	ese
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, the (name of 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 ____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)

IMPORTANT INSTRUCTIONS TO THE TENDERERS

The tenderers are required to read the following carefully before quoting the rates and submission of the tenders. In case of any doubt in the downloaded tender, the same shall be got clarified from the Engineer in charge calling the NIT before submission of tender. Please note that the offers, which do not comply with the following, will not be considered and will be totally rejected. These instructions supersede the BSNL/EW 8 clauses in case of any Disparity.

1. INCREASE / DECREASE OF TENDERED QUANTITY

- a) BSNL will have the right to increase or decrease up to 25% of the Contract value depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat orders up to 50% of the quantity of goods and services contained in the running tender/contract within a period of TWO months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

2. CURTAILMENT OF:QUANTITY

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

3. COMPLETION OF WORK:

The time period will be reckoned from the 10th day after the date on which the order to commence the work issued to the contractor. The normal time of completion shall be TWOmonths

4. EXTENSION OF TIME:

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer in charge within 30 days of the hindrance on the account on which he desires such extension as aforesaid, and the Engineer in charge shall if in his opinion reasonable grounds to be shown therefore, authorize such provisional extension of time, if any as in his opinion be necessary are proper.

5. COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to 0.5% per week of the tendered value for the first 10 weeks and 0.7% per week for next 10 weeks and thereafter subject to a maximum

of 12% of the tendered value for the location where the work is delayed and the firm is found responsible for the same. The clause 2 of BSNL - 8 forms stands modified accordingly. Flow chart of the Procurement process/ contract shall be supplied by the contractor and approved by Executive Engineer concerned.

6. EPF PROVISIONS:-

The agency has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours /employees engaged by them for this work. Any consequence arising due to non- complying of provisions as specified above shall be the sole responsibility of the firm only. Agency has to observe all the labour rules & regulations in force. Agency shall be fully responsible for any violation observed at any time.

7. PROGRAMME FOR EXECUTION

The firm shall supply a detailed programme to Engineer-in-Charge for execution of contract within fifteen days of award of work. The programme shall contain details about submission of drawing, supply of materials, tentative dates for installation and commissioning.

8. STORES AND SAFETY

All the stores and materials required for the satisfactory completion of the work shall be arranged at work site by the contractor from his own source. Space for storing the same materials may be provided on request from the contractor. **However safe custody of the material stores at site will be responsibility of the contractor.** 9. <u>CO-ORDINATION AT SITE</u>

At the site of work more than one agency may be working. Full cooperation shall be extended to other agencies during the progress of work. Further work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the BSNL engaged in erection as well as to normal routine work. 10.CHANGES IN SPECIFICATIONS

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

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

Or

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

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

11.I.S. Standards:

The entire system shall conform to relevant BIS including safety standards as amended up to date. Where IS standards are not available the British standard(s) shall be followed. In case of conflict, the requirements of these specifications shall be given over-riding priority. The electrical and earthing work shall be carried out as per CPWD specifications for electrical works (internal) and electrical works (external) as amended up to date. A list of relevant standards, approved makes of equipment is furnished and forms part of the tender document.

SCHEDULE OF QUANTITY

Name of work :SITC of Turbo Ventilator system for standalone BTS stations under ED III, Chennai Telephones. (SW:-SITC of Forced cooling system using Exhaust Fans with control in **368 GSM Sites** in CHTD)

Name of Work: SITC of Turbo Ventilator system for standalone BTS stations under ED III, Chennai Telephones. (SW:-SITC of Forced cooling system using Exhaust Fans with control in 368 GSM Sites in CHTD)

<u>Cl no</u>	Description of Itoms	Otv	Linit	Data	Total	CG	CGST		SGST	
SI.no	Description of Items	Qty	Unit	Rate	Amount excl. GST	% Rate	Rate per unit	% Rate	Rate per unit	including GST
1	2	3	4	5	6 = 3x5	7	8 = 6x7	9	10 = 6x9	11= (6+8+10)
	Sub-Head - I EXHAUST FAN									
1	Supplying, Installation Testing and commissioning of 300 mm sweep medium duty exhaust fan including making openings suitable for fixing 300mm exhaust fan, connections, testing, commissioning etc. as required. (Make: GE / Khaitan/Almonard/Crompton)	2	Job		UNP	RIC	ED S	SCH	EDI	JLE
2	Providing and fixing of 2 Nos. fresh air inlet arrangement of size 500 mm x 700 mm each with PPGI/PPGL louvers to prevent rain water seepage, and suitable size aluminium perforated sheet inside the shelter, including making suitable modification in the existing opening (after disconnecting and removing the existing AC units if available) to suit the above louvers i/c fixing with suitable rivets, providing water leak proof									

Contractor

3	Providing and fixing of digital Temperature controller with Timer for cyclic operation of 2 Nos exhaust fans including toggle switch for byepass arrangement and Terminal blocks, Din Rail, locking arrangement, Signwriting in a Powder coated 16 SWG MS sheet steel enclosure for fixing the timer, giving connections, testing, commissioning etc as required (Timer Make : Selec- Model 800XC - Temperature controller Make/Model : STC 1000 or similar superior)	1	Job			mil	IF			
4	Supplying and fixing of Cowl arrangement of nominal mouth size of 40cm x 40cm made up of 24SWG GI sheet including cutting, fabrication, welding, grinding etc suitable for covering 12" exhaust fan opening for prevention of rain water entry including fixing 1/2"x1/2" weld mesh of suitable size at the opening of the cowl etc as required.	UNP 2	RIC job	ED	SCHI	יע				
5	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed 20mm dia medium class PVC conduitas required. 2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire (Up to - 6 Mtr Length -) - All the above comprises - 1 Job	1	Job							
		F	or one sit	e						
	Total Excl GST (A)	F	or 368 site	es			Total Inc	l GST (A1)	1	

Contractor

	Sub-Head - II (Buy-Back Arrangement - Items)									
1	Dismantling the following type A/C units from the shelter i/c all accessories etc., taking back the scrapped units under Buy-Back arrangement, cleaning , making good the damages etc as reqd									
a)	SpaceMaker Unit i/c Indoor & Outdoor units and accessories in as Is Where Is condition at site - (Under Buy-Back Arrangement - Base Rate - Rs.4000 / Unit . The Agency may quote Higher. if quoted rate is below base value then base value is taken as final quoted rate)	106 _		oe f	SCH	IED	ULE			
b)	Split Type AC Unit i/c Indoor & Outdoor units and accessories - in As Is Where Is condition at site - (Under Buy-Back Arrangement - Base Rate - Rs.2000 / Unit The Agency may quote Higher. if quoted rate is below base value then base value is taken as final quoted rate)	UN	PRI	Job	Jun					
c)	Window type A/C unit (Scrapped) - in as Is Where Is condition at site - (Under Buy-Back Arrangement - Base Rate - Rs.1250 / Unit The Agency may quote Higher. if quoted rate is below base value then base value is taken as final quoted rate)	193		Job						
	Total excl GST (B)						Total incl	GST (B1)		
	Grand Total (S	SH I - SH II) (excl GS	T) (A - B)						
	Grand Total (SH I - SH II) (incl GST) (A1 - B1)									

Note:

Contractor

1. The old AC units will be handed over on buy back mode and the amount against the type of AC Units will be deducted from the total amount of Sub Head - I

2. Any one of either 1a / 1b / 1c of SH II will be executed against the type of AC unit available in the site.

3.In site where none of the items as indicated in SH II is available no deduction towards buy back will be made.

4. Thebuy back item will be in "as-is-where-is condition" either working or faulty with available items.

5. Vendor intending to visit the site before quoting for the tender shall request to the tender calling authority atleast 3days before the last date of closing /submission of tender.

6. Vendor shall provide the sample of the items to be supplied and get its approval before supplying the required quantity



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 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 and IGST) as applicable.
7	Bidders must mandatorily mention correct HSN / SAC Codes

Technical Specification for Exhaust fan control system

A. Specification for Digital temperature controller

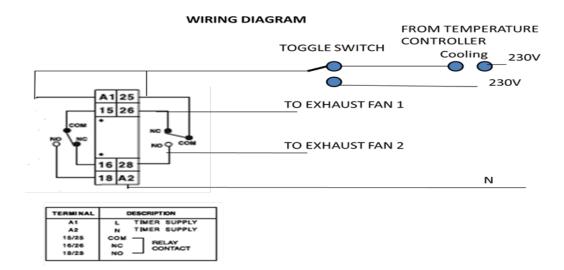
- 1. Temperature measuring range :-50°C~99°C
- 2. Resolution: 0.1°C
- 3. Accuracy:±1°C(-50°C~70)°C
- 4. Power supply :230V±10% 50 Hz
- 5. Sensor :NTC sensor
- 6. Relay contact capacity: 10A 250VAC
- 7. Ambient Temperature: 0°C~60°C

B Timer Specification

- a. Relay contact : 2 C/O DPDT
- b. Contact Rating : 5A @ 230V AC
- c. Mode Cyclic ON First or OFF First
- d. Time Ranges:
- 0-1Sec/min/hr(ON time)
- 0-10Sec/min/hr(ON time)
- 0-1Sec/min/hr(OFF time)
- 0-10Sec/min/hr(OFF time)
- e. Resolution :0.1 sec
- f. Reset On interruption of power. Reset rime < 100msec
- g. Supply voltage 20to 240V AC 50Hz
- h. Operating temperature: 0 to 50 °C

B. Functional Description

- 1. Normally the set temperature in the digital temperature controller is 35°C
- 2. Whenever the room temperature exceeds the set temperature the cooling contact the temperature controller close power to the timer and gives input to the common terminal of the timer
- 3. The timer must be set for 4 hours ON/OFF. According to the time the NO to NC change over taking place. The connected exhaust fans will work as pre the NO and NC



D. Mounting arrangement

1. The temperature controller ,timer other terminals etc to be mounted in a box made of powder coated 16 SWG MS sheet, in the front door the temperature controller timer to be fixed in the box.

2.All Wiring shall be made using 1.5 sq.mm

3. The terminal blocks used must be of at least 10 A capacities

4. The toggle switch for bypassing the temperature controller to mounted in front door

5.All the components must be properly sign written.

GENERAL SPECIFICATION

- 1. The work is to be carried out as per CPWD specifications (Internal/External) and I.E. Rule amended from time to time & Indian Electricity Rules as amended up to date.
- 2. Good workmanship is an essential requirement to be complied with. The entire work of Manufacture, Fabrication, assembly and installation shall conform to sound engineering practice. Rates quoted shall be inclusive of packing, forwarding, insurance, freight and delivery at site Watched ward of all materials.
- 3. All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connection as required and all other sundry items which are useful & necessary for proper assembly and efficient working of the various components of the works shall be deemed to have been included in the tender.
- 4. Following works shall be carried out by the contractor and therefore their cost shall be deemed to be included in their tendered cost.
 - a) The contractor shall be responsible for repairing all damages and restoring the same to their original finish. He shall also remove at his cost all unwanted and waste materials arising out of his work from his site.
 - b) All chases required in connection with the electrical works shall be provided and filled by the Contractor to the original finish.
 - c) Temporary shed if required over the storage space and locking arrangement, watch and ward of the materials shall be provided by firm till completion of the work and final taking over of the installation by the department.
- 5. The contractor shall employ qualified engineer / supervisor as required and intimate names of Such Persons to the Engineer-in-charge on commencement of work. Failure to employ will attract penalty as per agreement.
- 6. Termination of all connections on main board, sub main board & distribution boards will be done by Crimping method & nothing extra will be paid on this account.
- 7. Numbering and sign writing of the entire installation shall be carried out by the contractor as per Instructions of the Engineer-in-charge for which nothing extra shall be paid.
 - a) On completion of installation following tests shall be carried out.
 - b) Polarity test
 - c) Earth continuity test

8. On completion of installation a certificate shall be furnished by the contractor in prescribed Performa, this certificate shall be in addition to the certificate required by local electric Supply Company.

SPECIAL CONDITIONS OF CONTRACT

1.0 General:

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

1.2 THE PRICE SHALL BE FIRM AND VALIDITY OF TENDERS SHALL BE 90 DAYS FROM THE DATE OF OPENING OF THE TENDER.

1.3 The department also reserves the right to enforce curtailment in the quantities of work if the contract defaults in regard to works contract execution.

2.0 INSPECTION OF SITE AND CONTRACT DOCUMENTS

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

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

3.0 SUFFICIENCY OF TENDER

- 3.1 The contractor shall be deemed to have satisfied himself before entering into the contract as the correctness and sufficiency of his offer for the work and of the rates and prices quoted in the schedule of works and items/quantities or in bills of quantities for the contract period. These rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion of works.
- 3.2 No additional conditions shall be stipulated by the tenderer.

4.0 PROGRAMMES FOR EXECUTION

Thefirm shall supply detailed programme to Engineer in charge for execution of contract within 15 days of award of work. The programme shall contain the details about submission of drawing, supply of materials etc. The tentative dates for installation, testing and commissioning shall also be submitted.

5.0 PACKING FORWARDING AND STORING AT SITE:

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

6.0 Coordination at site:

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

7.0 STORES AND SAFETY:

The contractor from his own sources shall arrange all the stores and materials required for the satisfactory completion of all the work at work site. Lockable space for storing the materials may be provided at the request of the contractor. However safe custody of materials stored at site shall be responsibility of the contractor. It shall be the responsibility of the contractor to protect the materials/items supplied , from the vagaries of weather by providing proper covering and BSNL is not responsible for damages/deterioration like rusting, disfiguring,breakingetc., till the completion of the work.

8.0 Test Certificate

Contractor

The firm shall submit original type test certificate of main motor contactors and original manufacturer certificate for ropes.

9.0 Bye laws Indemnity against liabilities

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

9.2 The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties.

9.3 License fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.

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

10.0 Currency of contract:

Rates quoted by the contractor shall be firm and shall be valid for the currency of contract. No cost escalation shall be permitted during the currency of contract.

11. Any alteration to original specification shall be made after mutual discussion and agreement between Department and contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause 12 of EW-8.

The Clause 10CC of EW-8 form is not applicable.

12. MODIFICATIONS/ALTERATIONS:

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

12.2 However, the Department may relax the above stipulations in exceptional circumstances; where:

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

OR

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

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

12.4 The Department also reserves the right to enforce the curtailment in the assigned quantum of work for any contractor(s) on the following grounds:-

Default(s) in regard to works contract execution assigned.

13.GUARANTEE& DEFECT LIABILITY

- (a) The Guarantee shall be valid for a period of **twelve months** from the date of completion. The contractor shall guarantee that all equipments shall be free from any defect due to the defective materials and bad workmanship and that equipment shall work satisfactory and that the performance and the efficiencies of the equipments shall be not less than guaranteed values. Any parts found defective during the guarantee period shall be replaced without any charge whatsoever. The services of the contractor's personnel, if requisitioned during this period for such work, shall be made available free of any cost to the department.
- (b) The contractor shall depute his representative to the site within **24hrs** of notification of defects by the department.
- (c) A joint inspection report will be made by the departmental representative and representative of the firm regarding the nature of defects and remedial action required in time schedule for the Engineer in Charge

rectification/remedial action.

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

15. CHANGES IN SPECIFICATIONS

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

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

0r

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

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

16.I.S. Standards:

The entire system shall conform to relevant BIS including safety standards as amended up to date. Where IS standards are not available the British standard(s) shall be followed. In case of conflict, the requirements of these specifications shall be given over-riding priority. The electrical and earthing work shall be carried out as per CPWD specifications for electrical works (internal) and electrical works (external) as amended up to date.

TERMS OF PAYMENT

Payment to the Contractors is regulated as below:

a) 70% of the price shall be paid on the receipt of goods at site by the consignee. For claiming this payment the following documents are to be submitted to the paying authority:

i) GST invoice.

ii) Delivery Challan/Eway bill.

iii) Consignee receipt.

b) 20% on Installation & Trial Testing.

c) 10% on successful completion & Final Inspection by the Engineer -in-charge.

d) In cases where shortages/ damages are intimated to the supplier in writing, the balancepayment shall be released only after the cases are settled in accordance with the provision of the P.O.

e) No payment will be made for goods rejected at the site on testing. Payment, if made, for such items shall be recovered from subsequent bills or other bills.

f) Cost of buyback items will be deducted in First (1st) RA bill.

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 200 KVA) /Escorts (up to 30 KVA)/				
		Eicher (up to 35 KVA)				
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd				
3	Battery (Lead Acid /	Amara Raja / AMCO / Farukawa / Hitachi				
	Mntc. Free)	/ Exide/ Prestolite / Standard				
4	HV Switchgear (Vacuum Circuit	BieccoLawrie / Crompton / Kirloskar / MEI / Jyoti Ltd				
	Breaker/SF6)*					
5	Transformer (Oil filled / Dry type)	ABB / Schneider Electric /Andrew Yule /				
	a) Above 400 KVA	Bharat Bijlee / Crompton / EMCO /Kirloskar / Siemens				
	b) Up to 400 KVA	In addition to above makes, Uttam/ Patson /Rajasthan				
		Transformer and Switchgear				
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens				
7	MCCB(lcs=lcu)	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/	Moeller/L&T/Schneider Electric/ABB/ Legrand /Zeta				
	Sandwiched Bus Duct					
13	Power Capacitors	L&T/EPCOS(Siemens)/ABB/Crompton/				
	(MPP/APP)	Schneider Electric / Neptune Ducati				
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/Meco / Rishabh				
		/Universal/HPL/L&T/ABB/Yokins				
15	Cold shrink HT/LTCable Joint	Denson / 3M(M-Seal)/ Raychem				
16	Rubber Matting	ISI mark				
17	MCB/ Isolator	Crompton / Havells / Indokopp / MDS				
	/ELCB/RCCB/	Legrand / L&T / Schneider Electric/				
	Distribution Board	Siemens / Standard/ABB/HPL				
18	MS/ PVC Conduit	ISI mark				
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab				
20	HT/LT Cables	ISI mark				
21	PVC insulated copper conductor	ISI mark				
	wire					
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi /Crompton / Jyoti / Kirloskar / KSB				
		/ Mather &platt / WASP/Grundfos				
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB				
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves /				

		Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd					
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton					
26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /					
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip					
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA /					
		JST / Jindal /TTA / Tata/Zenith					
29	Foot Valve	ISI mark					
30	Gate Valve	Advance/Audco/Johnson Controls / Zoloto /Annapurna /					
		Fountain /Kirloskar / Leader / Sant / Trishul					
31	Compressors	Carrier/Emerson copeland/York/Danfoss					
		(for chillers only)					
32	Resin Bonded Glasswool	Fibre Glass / Pilkingston / UP Twiga					
33	Expanded Polystyrene	BASF(India) Ltd.					
34	Gauge	Feibig / H.Guru / Pricol					
35	Controls	FLICA / Honeywell / Indfoss / Penn- Danfoss / Ranco / Ranutrol /					
		Sporland					
36	Fine Filters	Anfiltra Effluent / ARW / Athlete/ Airtake / Dyna / Kirsloskar/					
		Puromatic/ Purafill/ Purolator / Tenacity					
37	GI Sheet	HSU Jindal / National / Nippon Denro /					
		Sail / Tata					
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System					
		Sensor/Wormald/Honeywell Essar/Notifier					
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System					
		Sensor /Wormald					
40	Photo Electric SmokeDetector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton /					
		Wormald /System Sensor					
41	Fire Panel(Microprocessor	Agni Instruments / Agni Devices/ Aruna Agencies / Carmel Sensor					
	based)	/ Ravel Elect. / Honeywell Essar / Notifier / Navin Systems					
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark					
43	Fire Extinguisher	ISI mark					
44	Lift	OTIS, Kone, Mitsubishi , Schindler, Johnson, Thyssenkrupp					
		Elevator(India)					

NOTE:

1. Any other make approved by PCE (E)/ CE (E) of this zone till date of opening of tender can also be used in this contract.

2. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer/HT Panel/DG /AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.

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

COMPLIANCE STATEMENT

For and on behalf of (Name of Firm)

(Seal of the contractor /Company /Firm) (Postal address) (Signature of contractor/Authorized Signatory)
Dated.....

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer) <u>SCHEDULE 'A'</u> Schedule of quantities : Attached

<u>SCHEDULE 'B'</u> Schedule of materials to be issued to the bidder: **Nil**

 $\frac{\text{SCHEDULE 'C'}}{\text{Tools and plants to be hired to the bidder: Nil}}$

<u>SCHEDULE 'D'</u> Extra schedule for specific requirements/documents for the work, if any: Nil

<u>SCHEDULE 'E'</u> Schedule of components of Materials, Labour etc. for escalation: Nil

<u>SCHEDULE 'F'</u> Reference to General Conditions of contract :

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

Executive Engineer (E)

Electrical Division-III, Chennai

General Rules & Directions: Officer inviting tender:

Definitions:

2(v) Engineer-in-Charge Executive Engineer (E) ED-III, Chennai 2(vi) Accepting Authority SrCE(E), TNEZ, Chennai. CLAUSE 5 Time allowed for execution **TWOMonths** 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.

BSNL EW-8 Bharat Sanchar Nigam Limited Electrical Wing

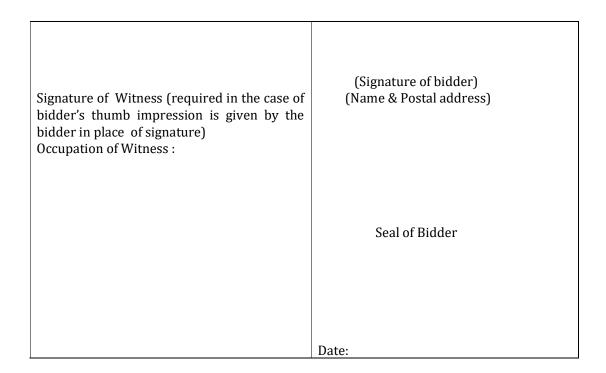
Electrical Division: ED III, Chennai

Sub Division: ESD,GSM - I, 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 One Hundred and Twenty (120) 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 3%

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.



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	а	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: