

TENDER DOCUMENT

Divisional NIT NO.:- **NIT/RCH/2023-24 /144**

NAME OF WORK :- Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi .(SH: Laying of LT cable for Newly proposed Power plant)

I N D E X

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Certified that this NIT contains 52 pages plus BSNL EW8 form.

Executive Engineer (E)
BSNL Electrical Division, Ranchi

DETAILS OF OFFICERS FOR REDRESSAL OF ANY COMPLAINT:

S.N.	NAME OF OFFICE	POSTAL ADDRESS	Telephone Numbers	Fax Number
1	Chief Engineer (E), BSNL Electrical Zone, Ranchi.	203,First Floor,ARTTC Bldg, ARTTC Bldg., Ranchi-835217	0612-2200679	0612- 2200829
2	DGM (Vig.), BSNLJharkhand Telecom Circle.	D.G.M. (Vig.) – O/o CGMT, ARTTC Bldg., Ranchi-835217	0612-2225447	0612-2236881

BHARAT SANCHAR NIGAM LIMITED*(A Govt. Of India Enterprise)*

The Executive Engineer (E), BSNL Electrical Division, B-203,
FirstFloor,ARTTCBldg.,NearJumar River Bridge,Ranchi-835217
(E-mail Id:- bsnledranchi@gmail.com)

NOTICE INVITING TENDER (EW-6)

Divisional NIT No.:- NIT/RCH/2023-24/144

The Executive Engineer (E), BSNL Electrical Division, Ranchi invites item rate tender on behalf of BHARAT SANCHAR NIGAM LIMITED for the following work from Firms / Contractors satisfying the under mentioned eligibility conditions:-

Name of Work	Estimated Cost Rs.	EMD Rs.	Tender Cost Rs.	Payable at	Period Of Completion	Last date and time of submission of bid, EMD & other documents as specified in the press notice. Technical and Price Bid	Time and date of opening of Bid
1	2	3	4	5	6	7	8
Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi (SH: Laying of LT cable for Newly proposed Power plant)	Rs. 90,543/- without GST	Rs.1,811/-	Rs. 150+ 18 % GST (Non refundable)	AO (Cash),O/o the GMTD,BSNL, Ranchi	15 days	05.01.2024, 1500 hrs	05.01.2024, 1530 hrs

1. Eligibility Criteria: -The Firms who fulfill the following requirements shall be eligible to tender.

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

AND

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

NOTE: THE WORK COMPLETION CERTIFICATE ISSUING AUTHORITY IN RESPECT OF III ABOVE SHALL NOT BE BELOW THE RANK OF EXECUTIVE ENGINEER (E).

2. Accessibility of Tender Document:

2.1 Tender documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various clauses 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 free of cost from the BSNL website www.jharkhand.bsnl.co.in.

2.2 Tenders which should be always be placed in sealed covers with the name of work written on the envelope will be received by the Executive Engineer / ~~Sub-Divisional Engineer (Elect)~~ Division / ~~Sub-Division~~, Ranchi up to 1500 hrs on 05.01.2024 and will be opened by him in his office on the same day at 1530 hours.

Note 3: The Tender document shall not be available for download on its submission.

2.3(A) Tenderer must submit following documents **in physical form** to The Executive Engineer (E), BSNL Electrical Division, Ranchi on or before the due date & time of submission of tender on date 05.01.2024 up to 15:00Hrs. in a Sealed Envelopes to be deposited in Tender Box available in O/o Executive Engineer (E) Ranchi.

The envelope shall bear the tenderer name, name of work. NIT number and the words “DO NOT OPEN BEFORE (due date & time)” Tender should be deposited in the tender box provided by tendering authority. Each tender should be in two sealed cover, first containing credentials for meeting the Eligibility conditions along with the cost of tenders and EMD / copy of MSME registration certificate whichever applicable in proper form, and the second cover containing tender documents. The credentials shall be self-attested and certified by any BSNL Executive. If not certified by BSNL Executive, then original documents shall be produced at the time of tender opening. After verification of the contents of this envelope then second envelope containing the bid document shall be opened The envelope shall bear the tenderer name, name of work, NIT number and the words “DO NOT OPEN BEFORE (due date & time)”. These documents shall not be sent through the Courier / Post. The documents received through Courier / Post shall not be opened at all.

1. EMD amounting Rs.1,811/- in the prescribed form. It should be in the form of demand draft / FDR / BG (As per format at Annexure) / CDR of a nationalized / scheduled bank, drawn in favour of **Accounts Officer (Cash), O/o the GMTD BSNL, Ranchi** must accompany each tender. The Validity period of EMD shall be **90+30** days, from the date of opening of tender.

The Eligible MSE (Micro & Small Enterprises) bidders are exempted from submission of Bid Security and Tender Fee. Tender documents shall be issued to MSE bidders free of cost. Before issue of such documents free, the bidders have to submit details of their registration with the appropriate authority for the tendered item. Kindly Note Medium Scale Units are not eligible for exemption. The MSE (Micro & Small Enterprises) bidders have to submit

Bid Security Declaration’ (As per profarma as undertaking “D” on page no- 15).

- ii. Cost of Bid Document – Demand draft amounting Rs.150/- + 18% GST (Non refundable) drawn in favour of **Accounts Officer (Cash), O/o the GMTD BSNL, Ranchi.**

The MSE (Micro & Small Enterprises) bidders, who are registered with Appropriate Authority, for the tendered works, broadly, are exempted from payment of Tender Fee. A proof regarding registration of MSE (Micro & Small Enterprises) with Appropriate Authority for the tendered item under Ministry of MSME will have to be attached along with the bid, failing which the bid will be rejected. Kindly Note Medium Scale Units are not eligible for exemption.

(B) Tenderer shall also submit the attested scanned copies of following documents with the tender form .

- iii. Authorization Document in original if **Applicable.**
- iv. Documentary proof of satisfying the eligibility conditions as per 1 above
- v. Valid Electrical License.
- vi. Attested copy of PAN card.
- vii. Valid GST Registration.
- viii. CA certificate for turnover.
- ix. CA certificate for deposition of latest Income Tax
- x. Declaration by Contractor- EW-6 / EW-8 & Relative Certificate.

- xi. Original Undertaking-I Regarding Provisions B & Undertaking II–C by contractors.
- xii. EPF Registration.
- xii. ESI Registration.
- xiv. Self Declaration by Contractor that he is not blacklisted by GST Authorities.

Note:-

- 1- All above mentioned documents shall be self attested & counter attested by any Executive of BSNL/MTNL or gazetted officer of G.O.I. If not counter attested by Executive of BSNL/MTNL or Gazetted officer of GOI then original document is to be produced at the time of tender opening/scrutiny of bids.
- 2- All above documents must be clearly displayed & seen by the tender opening authority before opening the actual bid. If required, BSNL may ask to submit original copies of credentials for verification after opening of tender at any stage.
- 3- In case the eligibility credentials i/c registration with GST, 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.

2.4 Bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Cost of Bid Document, Authorization Letter if any & Tender Submission Format placed in the envelope are found in order. Tender not accompanied by documents as 2.3 (B) above shall be summarily rejected and will remain archived / unopened.

2.5 THE TENDER SUBMITTED SHALL BECOME INVALID, SHALL NOT BE OPENED AND TENDER COST SHALL NOT BE REFUNDED IF:

- (i) The tenderer is found ineligible.
- (ii) The Tenderer not submitted documents in physical form as detailed in PARA- 2.3 (A) above in Tender Box available in the O/o Executive Engineer(E).

2.6 General Conditions of Contract (BSNL EW-8) for works in BHARAT SANCHAR NIGAM LIMITED is available on BSNL website www.jharkhand.bsnl.co.in/ as well as in the Division Office. (For viewing only) Deviation if any in Technical specifications / Commercial Terms & Conditions of DNIT will be given by the firm on its letter head duly signed. In the absence of such letter it will be assumed that there are no deviations.

3. a) The site for the work is available. In case the agency fails to start awarded work Performance Guarantee for the awarded amount shall be forfeited.
- b) Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.
4. Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL EW6 & 8, which is available in the **O/o Executive Engineer (E), BSNL Electrical Division, Ranchi**. 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 in the above table.
6. a) The EMD of all the unsuccessful tenderer shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.
 - a. Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

7. Performance Guarantee & Security Deposit

- a) Performance Guarantee (PG): - The Firm shall have to furnish Performance guarantee @ 5% of the contract value of the contract within Fifteen Days of the issue of commencement letter in the form of Bank guarantee on a Nationalized/Scheduled bank in standard format (Annexure B)/ CDR/ FDR/ DD. This performance guarantee shall be submitted in the Electrical Division in the name of concerned Accounts Officer. The validity period of the performance security in the form of performance bank guarantee shall be up to the date of actual completion of work. In the event of failure on the part of successful tenderer to furnish the performance guarantee within fifteen days, the EMD will be forfeited and tender shall be cancelled.
- b) Security deposit: A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the Tendered value of the work. This Security Deposit SD shall be refunded after one year from successful completion of work or Finalization of Bill (MIRO) whichever is later ..
8. The acceptance of a tender will rest with the **Executive Engineer(E), Ranchi**, who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
9. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10. The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
11. i) The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
- ii) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
- a) Members of a Hindu Undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother -in-law).
- iii) The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as BA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all BA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of limited company, certificate will be given by all the Directors of the company excluding Government of India / Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central.

Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at

any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. The format of the certificate to be given is prescribed on **Page No. 14**.

12. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractor's service.
13. The tender for the works shall not be witnessed by the contractor who himself/themselves has/have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
14. The tenders for the work shall remain open for acceptance for a period of **90 days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit **50%** (fifty percent only) of the said earnest money absolutely.
15. **Extension of validity:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by **30 days** beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
16. The contractor should read the tender documents carefully before submitting the tender.
17. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard BSNL EW-8 form.
18. **If any terms and conditions mentioned from P-1 to P-41 are in contravention to General Conditions of Contract 2010, the terms and conditions mentioned from P-1 to P-41 shall prevail.**
19. **SPECIAL CONDITIONS**
(As per O/o PGM (Elect), New Delhi ltr no:- 1-5/EW/2015 Dated :- 15/10/2015)
 - 1) 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.
 - 2) Indulging of Contractor in Criminal/Antisocial Activities & cases under investigation /Charge Sheeted by CBI OR Any other Government Agencies etc. :- If the CBI/Independent External Monitor (IEM)/Income Tax/ Sales Tax/ Central Excise/ Custom Departments/GST recommends such a course –Action will be taken as per the directions of CBI or concerned department.

EXECUTIVE ENGINEER (E)
BSNL Electrical Division, Ranchi
For & on Behalf of BSNL

**IMPORTANT INSTRUCTIONS TO TENDERERS DOWNLOADING
THE TENDER DOCUMENT FROM WEBSITE**

INSTRUCTIONS FOR BIDDERS

GENERAL

For participating in this tender, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Tender.

I. TENDER BIDDING METHODOLOGY:

Electronically Sealed Bid System –“Single Stage - Two Envelopes bid system”. In this case of two sealed envelopes bid system, the Eligibility document [Cover I]&Price Bid [Cover II] shall be submitted by the bidder at the same time.

The bidder shall submit his bid, through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures (for manual bidding process), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

II. BID RELATED INFORMATION FOR THIS TENDER (SEALED BID)

The bid-submission would be off-line TENDER. Broad outline of submissions are as follows:

- a) Submission of Earnest Money Deposit (EMD) & Documents for satisfying the eligibility criteria (Envelope-1) Offline.
- b) Price bid submission (Envelope-2)- Offline .

VI. OFFLINE SUBMISSIONS:

The contractor shall submit the DD for EMD in the form of DD/FDR/CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India] drawn in favour of **AO (Cash) O/o the GMTD, BSNL, Ranchi** in the prescribed form, in a sealed envelope mentioning Name of Work, time of opening of bids in the tender box available in the office of Executive Engineer (Electrical), BSNL Elect. Division, Ranchi up to the prescribed date & time as notified and shall be opened in presence of **Ex.En(E)**, and contractors present."

The MSME units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

The cover of first envelope shall contain the 'Original Copy' of the Techno commercial bid, subject to clause 14.2, duly marked 'TECHNOBSNL Procurement Manual for Electrical Equipments and Stores Page 42 COMMERCIAL BID'. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked 'FINANCIAL BID' Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder. If the envelopes not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

**Executive Engineer (E)
BSNL Electrical Division
Ranchi**

The tenderers, who have downloaded the tenders from the website, shall read the following important instructions carefully before quoting the rates and submitting the tender documents:-

1. The tenderer should see carefully and ensure that the tender document containing all the pages as per the index has been downloaded for making required entries. The balance pages of Standard **BSNL EW8** forms will be attached with the agreement after the award of work. The contractor shall read the **BSNL EW 8** and keep themselves aware of the said Clauses.
2. A clear print out of tender document shall be taken on good quality A4 size paper and the printer settings, etc., shall be such that the document is printed as appearing in the web and without any change in format, number of pages, etc., and shall also ensure that no page is missing. Only original computer printout of the document shall be used. Photocopy shall not be accepted.
3. 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 tenders.
4. The name of the tenderer shall be filled on the relevant pages of **BSNL EW 6** form etc., and all the pages shall be invariably signed and seal affixed.
5. The tenderer shall ensure that the downloaded tender document is properly stitched and sealed with sealing wax before submitting the document. Loose / spiral bound tenders shall not be accepted. Sealing of the tenders with adhesive tapes is not acceptable and the tenders are liable to be summarily rejected.
6. There shall be no correction / addition / alteration / omission made in the text of the downloaded tender document. If found otherwise, the same shall be treated as non-responsive and summarily rejected.
7. The tenderer shall sign the declaration enclosed before submitting the tender.
8. Tenders received by post/courier shall not be entertained.

TENDER SUBMISSION FORMAT (For Tender)

To,

The Executive Engineer (E),
BSNL Electrical Division,
Ranchi

Important Note: Bidder must verify the check list properly before submitting the tender document offline.

Subject: Submission of Tender for the work of "Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi .(SH: Laying of LT cable for Newly proposed Power plant)"

As per tender publication advertised by your office and display of Notice Inviting Tender on web site www.jharkhand.bsnl.co.in.we are hereby submitting the following documents duly attested.

ENVELOPE – I

S.N.	DOCUMENTS	DETAILS
1.	Tender due on	
2.	Tender Cost.	
a.	Demand Draft No.	
b.	Date	
c.	Amount	
d.	Name of Bank and Branch	
e.	In favour of	AO (Cash),O/o the GMTD,BSNL, Ranchi
3.	Earnest Money Deposit	
a.	DD / FDR / CDR /BG No.	
b.	Date	
c.	Amount	
d.	Name of Bank and Branch	
e.	In favour of	AO (Cash),O/o the GMTD,BSNL, Ranchi
4.	Details of firm / Company	
a.	Name of firm / Company, e-mail address (mandatory)	
b.	Name of Proprietor / Partner / Managing Director	
c.	Address	
d.	Pin Code	
	Telephone	
	E– mail address (MANDATORY)	

	Electrical Contractor's License No.	
e.	Issuing authority, Date of issue & Letter No.	
	Class of Registration	
	Limit	
	Valid up to	
f.	Electrical Supervisor license No.	
	In the Name of	
	Qualification	
g.	Address of Branch / Head Office Name In BSNL Division H.Q.	
	Pin Code	
	Phone	
	Mobile No	
	E-Mail Address	
5.	Income Tax returns / Chartered Accountant Certificate Date	
6.	GST Registration No. & Date	
7.	EPF Registration No.	
8.	ESI Registration No.	
9.	Bank details of agency for RTGS/online payment	
	Bank Account No:-	
	Bank Name & Branch:-	
	IFSC code:-	

I, _____ proprietor/ duly authorized representative of M/s. _____ hereby certify that the information given above is true to the best of my knowledge and belief. I have been duly authorized to sign and certify the documents. I understand that any wrong information/suppression of facts will disqualify us from being considered for the tender participation.

Place:

Yours sincerely

Date:

(Signature)

(Name in block letter)

Seal of firm

GUIDELINES TO FIRMS FOR MAINTAINING QUALITY IMPLEMENTATION

1.0 INTRODUCTION

- 1.1** The BSNL Electrical Zone Ranchi is committed to provide world class Electro-mechanical services to its customers with devotion and dedication to ensure exceptional degree of dependability in the services rendered.
- 1.2** The BSNL Electrical Zone Ranchi unit has laid down its Quality policy and Quality Objectives which have to be met for continual improvement of Electro- mechanical services rendered and for maintaining the Quality Management system adopted by this unit.
- 1.3** The firms/contractors, may please note that, besides all other terms and conditions referred in various Para of this NIT, they have to make constant efforts for ensuring to meet the requirements as have been laid down by this unit in its Quality Policy and Quality Objectives given as under:-

2.0 QUALITY POLICY: Chief Engineer (Electrical),BSNL Electrical Zone Ranchi fraternity, consisting of officers and staff, avows to provide Electro-Mechanical services with Quality, Speed, Economy, Energy Conservation and System Optimization to all its customers and to ensure their continuous and reliable operation. We are committed to deliver defect free electrical services and will continuously improve our processes to meet the needs of our customers. For this, every individual of Electrical Zone will adhere to highest standards and will demonstrate its compliance in all spheres of activities. The quality objectives are as given below and communicated to all the members of the Organization.

3.0 QUALITY OBJECTIVES:-

- To work hard for planning, designing, installation, testing and commissioning of original Electro-Mechanical works, with quality and on time, so as to meet the customer's requirements.
- To make efforts through a constant dialogue with suppliers and involving of people at all levels to remove all possible irritants during the execution of works. Our endeavor shall be to achieve the above quality objective. Action shall be taken in case of any deviation.
- The Electro- Mechanical works to be completed so that they are accepted by T&D organization/customer. Cases of non acceptance by T&D organization during first testing shall not be more than 5%.
- The works are completed before the customers exchange equipment has reached at site.
- To meet the BSNL Exchange Commissioning Programs- Information to be sent to CE(E) for Exchanges where the equipment is received or likely to be received within 15 days but electrical works not completed not likely to be completed. Acceptance testing shall be done for all works and relaxations, if any, shall be obtained from CE(E).
- Providing International standard Electro-Mechanical services at BSNL Building, weekly monitoring by SE (E) and any anticipated delay to be reported to CE (E).
- For Administrative Bldgs. And staff Quarters- Works to be completed along with the building. Cases to be reported to CE(E) where electrical works are not likely to be completed along with buildings/quarters not occupied due to non-completion of electrical works.

1. DECLARATION BY CONTRACTOR

(To be furnished by the firm)

- 1.0 I / We do hereby undertake to have gone through the terms & conditions / clauses of all the tender documents including Form EW-6, EW-8 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.
- 2.0 I/we hereby declare that no addition /deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website.

In case of failure to comply as above, our offer will stand withdrawn and our tender documents may be returned in original at the time of opening of tender by the tender opening officer. The decision of tender opening officer in this regard shall be final & binding on me.

Signature of contractor/authorized representative

With seal of the firm

Format of the certificate to be given by the firm/person

I _____ S/o _____ R/o _____ here by certify that none of my **relative(s)** as defined below is/are employed in BSNL unit as per details given in the tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have absolute right to take any action as deemed fit/without any prior intimation to me.

The near relatives for this purpose are defined as:

- a. Members of a Hindu Undivided family,
- b. They are husband and wife,
- c. The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother in-law).

(Signature of the contractor with seal)

#to be signed by proprietor / all the partners / Directors of the company as the case may be.

UNDERTAKINGS TO BE FURNISHED BY THE TENDERER

1. UNDERTAKING “D” –

BID SECURITY/EMD UNDERTAKING & DECLARATION

(As per the BSNL CO Ltr No. BSNL CO-MMT/12(15)/1/2020-MMT dated. 05-12-20)

"I/ We,..... (Name of bidder Firm) do hereby undertake and declare that, under any/all of the below conditions / circumstances, BSNL reserves the **right to forfeit/cancel** our **bid /EOI/Purchase Order / Work Order** if any issued, and also can **suspend/debar/Ban** for a period of **1 (one) year** from the date of issue of such order for any further work/contract.

Conditions /Circumstances:

1. If I / we withdraws or amends the bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form.
2. If I / we not accept the APO/AWO/PO/WO and /or does not submit the PBG and / or fails to sign the contract / agreement and /or fails to commence the work in time as per BSNL Order.
3. If any loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach of any of terms / conditions contained in the said tender document or by reason of any failure to perform the said agreement by me/us.
4. If anything is found false and/or incorrect and / or reveals any suppression of fact at any time.
5. If subsequently I /we fails to obey any of the contractual obligations with respect to work awarded by BSNL.

This declaration is being submitted in lieu of EMD/Bid Security.

This declaration is being submitted in lieu of EMD/Bid Security.

Read, understood and agreed.

Date.....

Signature of Bidder.....

Place.....

Name of Bidder.....

Date & Seal of the Bidder

2. UNDERTAKING REGARDING EPF &ESI PROVISIONS-B

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

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

Any consequence arising due to non-complying of EPF & ESI Act provision shall be sole liability of the undersigned contractor. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

* Strike out whichever is not applicable

(Seal of the firm)

(Dated Signature of Contractor)

3. UNDERTAKING 'C'

I/ We hereby declare that I/we are not Black Listed by GST authority as on date. I/We undertake to intimate change of status during the currency of contract.

PAN No.:.....

GST Registration No:.....

* **The Agency shall fill up the above data**

(Dated Signature of Contractor)

(Seal of the firm)

4. UNDERTAKING TO ABIDE BY EW 6 & EW 8

"I.....Son 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 original standard BSNL EW 6 & 8forms.

(Seal of the firm)

(Signature of Bidder)

5. COMPLIANCE SHEET

I/We..... (Name of firm) have read/Understood all the terms and conditions as mentioned in bid Document and accept the same unconditionally.

I/We state to comply in full manner with all the General, Commercial, Technical and Operating financial conditions of the tender document for the work “**Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi .(SH: Laying of LT cable for Newly proposed Power plant)**” without any reservation and deviation

(SEAL OF THE FIRM)

(DATED SIGNATURE OF CONTRACTOR)

IMPORTANT NOTE: The BSNL EW 8 Form is available at <http://www.jharkhand.bsnl.co.in> for ready reference and download.

COMPUTERISED MEASUREMENT BOOK

CLAUSE 6A

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Sub-Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Sub-Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Sub-Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the

relevant standard, method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the "Same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent, in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall Inapplicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

1. As per the CPWD Works Manual 2014

Computerised Measurement Books (CMB's) and Bills to be submitted by the contractor

Application and format of the Computerised M.B.

(1) Irrespective of value of the work the conventional Measurement Books shall be replaced by a bound volume of computerized measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Sub-Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Sub- Division shall be serially numbered and a record of these Computerised Measurement Books shall be maintained in a separate Register in Form CPWA 92.

(2) The same format as in existing Measurement Books shall be used for the Computerised Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

Mode of measurements

(1) The measurements shall be recorded and entered in computerised format in the first instance by the contractor, and a hard copy shall be submitted to the Department. All entries shall be made exactly as per the existing procedure.

(2) These measurements shall then be 100% checked by the Junior Telecom Officer (E) If Junior Telecom Officer (E) is not available, the Sub-Sub-Divisional Engineer(E) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerised measurements, and submit to the department the corrected computerized measurements in

the form of a book, duly hard bound in red colour on the lines of the conventional Measurement Books now in use, and with its pages machine numbered.

(3) The Sub-Sub-Divisional Engineer(E)and the Sub-Sub-Divisional Engineer(E) shall test check these computerized measurements as per the existing instructions. This book shall be treated as a Computerised Measurement Book.

(4) The Junior Telecom Officer (E), Sub-Sub-Divisional Engineer(E)and the Sub-Sub-Divisional Engineer(E)shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerised Measurement Book.

(5) The Computerised Measurement Book shall be allotted a serial number as per the Register of Computerised Measurement Books.

Cutting or over-writing in the computerised M.B. not allowed

(1) The Computerized Measurement Book given by the contractor, duly bound, with its pages machinenumbered, shall have no cutting or over-writing.

(2) It is the responsibility of the Junior Telecom Officer (E) or the Sub-Sub-Divisional Engineer(E)as the case may be to ensure that the checks and test checks done by them in the initial draft measurementsare correctly incorporated in the Computerized Measurement Book before they record their certificates.

(3) In case of any error, the Computerised Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerised bill is submitted to the Sub-Division for payment.

(4) The contractor shall submit as many copies of Computerised Measurement Books as may be required, and as are specified in the NIT/contract, for the purpose of reference and record in the various offices of the department.

Computerised Bill to be submitted by the contractor

(1) The contractor shall submit his running and final bills in a computerised form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure.

(2) The contractor shall submit as many copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department.

(3) The bill shall be carried forward from the previous running account bill as per the existing procedure.

(4) These computerised bills shall be processed by the various offices for payment, as per the existing procedure.

Review of Measurement Books

(1) The Measurement Books are required to be reviewed by Sub-Divisional Accountant under the supervision of Sub-Sub-Divisional Engineer (E). The Sub-Sub-Divisional Engineer(E)s are required to submit the Measurement Books in use in the Sub-Sub-Divisions to the Sub-Divisional Office, from time to time, so that at least once a year the entries recorded in each of the Books are subjected to a percentage check. The Sub-Divisional Officer should ensure that this annual review is conducted regularly and positively every year.

(2) The review by the Sub-Divisional Accountant shall be in the following respects:-

(i) To compare the books in use with part I of the Register of Measurement Books maintained in CPWA Form 92, and to note necessary corrections in the Register.

(ii) To see that no original sheet is torn out of a Measurement Book, nor any entry erased or disfigured, and that the corrections made therein are initialed.

(iii) To see that pencil entries are not inked over.

(iv) To test check the accuracy of calculations, and to ensure that the instructions regarding writing of Measurement Books, recording of measurements, and their test check are being followed properly.

(3) On receipt of the Measurement Books in the Sub-Divisional Office, the Sub-Sub-Divisional Engineer(E)should indicate in column 2 of the "Review Notes" in each Measurement Book as referredto in para 7.6(5) below as to which of the calculations are to be test checked by the Sub-Divisional Accountant. The extent of this check will be determined by the Sub-Sub-Divisional Engineer (E)having regard to the result of the last review, and should cover complete set of measurements.

(4) Payments based on the entries reviewed should be traced into various accounts and verified. Similarly, supplies or issue of materials should be traced into the various accounts, contractor's ledger, etc. and verified.

(5) Communication of discrepancies

The defects, discrepancies, etc. noticed should be communicated to the Sub-Sub-Divisional Engineer (E)concerned and summarized in the following form in the Measurement Book that has been test audited:

Review Notes by Sub-Divisional Accountant

Pages reviewed generally	Calculations selected by Sub-Divisional Officer for re-check		Defects and discrepancies noticed	Dated initials of	
	Pages	Dated initials		Sub-Divisional Accountant	Sub-Divisional Officer
1	2	3	4	5	6

(6) The Measurement Book completed and returned for record during the year should also be similarly examined prior to their final record in the Sub-Divisional Office.

Loss of Measurement Books

(1) When a Measurement Book is lost, an FIR should be lodged with the police.

(2) An immediate report of the facts of the case together with an explanation of all parties concerned responsible for the loss should also be made promptly to the Chief Engineer, who is empowered to sanction the write off of the lost Measurement Books. In case of theft or loss of a blank Measurement Book, the Superintending Engineer shall be the competent authority to write off the loss.

(3) Such losses for write off should be reported in the proforma as at Appendix 10.

(4) It is also necessary that the measurements in the lost Measurement Book should be reconstructed atthe earliest.

2. The M.B. movement Register is opened in the Sub Sub-Division and all other routine procedures followed in case of normal Measurement books are also followed in computer Measurement Books also.

BSNL EW-8
ELECTRICAL WING

Zone :- BSNL Electrical JKD Zone, Ranchi Division : BSNL Electrical Division, Ranchi

Sub-Division :- BSNL Electrical Sub-Division, RCH

(A) Tender for the work of:-

“Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi .(SH: Laying of LT cable for Newly proposed Power plant).”

Name of Contractor / Firm - -----

TENDER

- 1.0 I /we have read and examined the notice inviting tender, schedules, Specifications applicable , Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract , Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
- 2.0 I/We hereby tender for the execution of the work specified for the BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.
- 3.0 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.
- 4.0 A sum of **Rs.1,811/-** is hereby forwarded in the form of Deposit at call receipt/FDR//Bank guarantee of a Nationalized/Scheduled Bank as **earnest money**. If I/We, fail to furnish the prescribed performance guarantee within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy, amount of EMD with reference to estimated amount will be forfeited. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of performance guaranty absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- 5.0 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.
- 6.0 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 Fifteen Days from the date of issue of letter of Acceptance. I/We agree to keep the performance bank guarantee valid as per the terms of the NIT.
- 7.0 I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

(Signature of Contractor)

Dated _____

Seal of Contractor

ACCEPTANCE

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

_____)
The letter referred to below shall form part of this contract Agreement:-

- a)
- b)
- c)

Place _____ Signature

Dated _____

For & on behalf of the BSNL
Designation

GENERAL RULES AND DIRECTIONS

- 1.0** All works proposed for execution by contractor will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or by publication in News papers/internet (designated web page) as the case may be.
- 2.0** This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of performance guarantee to be deposited by the successful tenderer(s). Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer inviting tender shall also be open for inspection by the contractor at the office of Officer inviting tender during office hours.
- 3.0** Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.
- 4.0** Any person who submits a tender shall fill up the Price Bid (Schedule of work) stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates will be summarily rejected.
- 5.0** The Officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the participating tenders. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same without any interest.
- 6.0** The officer inviting tenders shall have the right of rejecting all or any of the tenders, and, will not be bound to accept the lowest or any other tender.
- 7.0** The tenderer shall sign a declaration under the officials Secret Act, 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
- 8.0** Other agencies will also simultaneously execute the works like horticulture, external services, Installation of telephone exchange equipment and other building works for the same project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.
- 9.0** Some restrictions may be imposed by the security staff etc. On the working and/or movement of labour, material etc., The contractor shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.
- 10.0** The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

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

12.0 Bye laws Indemnity against liabilities

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

13.0 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.

PROFORMA OF SCHEDULES

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

Clause 10

i) **SCHEDULE 'B'** :Schedule of materials to be issued to the contractor.

Sr. No.	Description of item	Quantity	Rates in figures and words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
<u>NIL</u>				

SCHEDULE 'D' :

i)

SCHEDULE 'F'	
Reference to General Conditions of contract.	
Name of work:	Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi (SH: Laying of LT cable for Newly proposed Power plant)
Estimated cost of work:	Rs.90,543/- (without GST)
i) Earnest money :	Rs.1,811/-
ii) Performance Guarantee :	(a) Performance Guarantee:- The contractor is required to furnish performance guarantee for an amount equal to 5% of contract value in the form of Bank Guarantee (of a Nationalized / Scheduled Bank in a standard format)/ CDR/FDR/DD within Fifteen Days from the date of issue of award letter. The validity period of the performance security in the form of performance bank guarantee shall be up to the date of actual completion of work.
iii) Security Deposit :	(b) 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 will amount to security deposit of 5% of contract value. (c)Incase the Firm wish to submit combine guarantee (Performance Guarantee & Security Deposit) the same shall be accepted by the BSNL. No SD shall be deducted from the running bills. This amount shall be refunded after one year of actual date of completion of work. The EMD deposited along with the tender shall be returned after submission of PG. (d) Refund of SD:-SD shall be refunded after one year from successful completion of work or Finalization of Bill (MIRO) whichever is later .
GENERAL RULES and DIRECTIONS:	Officer inviting tender EE (E), BSNL Electrical Division, Ranchi
Definitions:	See below
2(v)Engineer-in-Charge	Executive Engineer (E), BSNL Electrical Division, Ranchi
2(vi)Accepting Authority	Executive Engineer (E) BSNL, ED, Ranchi/Chief Engineer(E), BSNL Electrical Zone, RANCHI.
x) Percentage on cost of materials and labour to cover all overheads and profits.	10%

Standard BSNL EW contract Form	BSNL EW Form 8 latest (available on www.Jharkhand.bsnl.co.in)
Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	07 days
Clause 2 Authority for fixing compensation under Clause 2.	SE (E)/CE(E)
Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start	10days
Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work.	15 days EEE/ SE (E)/CE(E)
Clause 10CC Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	Not Applicable
Clause 11 Specifications to be followed for execution of work	Special conditions of Contract & Specifications attached with Schedule of work.
Clause 12 12.2(iii) Schedule of rates for determining the rates of additional, altered or substituted items that can not be determined under 12.2(i) & (ii)	NIL
Clause 12 12.2(iii) plus/minus +/- the % over the rate entered in the schedule of rates	NA
Clause 12 Deviation Limit beyond which clause 12.3 shall apply	25%
Clause 25 Competent Authority for Conciliation	In accordance with "The Arbitration & Conciliation(Amendment)Act 2015"
Clause 30.2 Minimum Qualifications and experience required for Principal Technical Representative.	
a) For works with estimated cost put to tender more than i) Rs. 2lakh but less than 5Lakhs for Electrical/ Mech. Works	Recognized diploma holder
b) For works with estimated cost put to tender more than i) Rs.5 Lakh for Elect/ Mech. Works	Graduate or Recognized diploma holder with 3years experience
Recovery to be effected from the contractor in the event of not fulfilling provision of clause 30.5	`4,000/- per month for works costing above 5 lakh `2,000/- per month for works costing between 2 lakh and 5 lakh

SCHEDULE "D"

(II) "Copy of Memorandum No.5-1-12/EW/94 dated 26th Sept.96"

Subject: -Option for Deposit of Earnest Money in the form of Bank Guarantee for Air-conditioning, Engine Alternator sets, Lifts and Sub-Station Works.

- 1.0 In modification of the existing procedure of Deposit of Earnest Money with each Tender in the shape of Cash/Demand Draft/Pay Order, it has been decided by the Telecom Commission to provide for an option to the Contractor(s) for depositing Bank Guarantee along with the Tenders for Air-conditioning, Diesel Engine Alternator, Lifts and Sub-station works wherever the amount of EMD is more than Rs.20,000.
- 2.0 The Bank Guarantee shall be from a Scheduled Bank or from a Nationalized Bank/State Bank.
- 3.0 The Bank Guarantee shall remain in force for 30 days after the period for which the tenders are valid.
- 4.0 The value of the Bank Guarantee to be deposited along with each Tender shall be at the rates of Earnest Money prescribed by the Government from time to time. The Bank Guarantee Bond for EMD Deposit shall be as per the Model form at Annexure-1.
- 5.0 The Bank Guarantee Deposit by the Contractors shall be entered in a register to be maintained by the Divisional Officer/Accounts Officer of the concerned Electrical Division and the register shall be reviewed periodically and appropriate action to be taken for extending/ en-cashing or release of this Bank Guarantee.
- 6.0 This is issued with the concurrence of Telecom Finance vide their U.O.No.274/FA-V dated 26th Sept.1996 and shall come into force with immediate effect.

Encl.: Annexure-I

MODEL FORM OF BANK GUARANTEE
(For submitting EMD)

Whereas _____ (hereinafter called “the contractor(s)”) has submitted its Tender dated _____ for the work _____

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

THE CONDITIONS of the obligation are:

- 1.If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
- 2.If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity.

(a)Fails or refuses to execute the Contract.

(b)Fails or refuses to furnish Performance Guarantee/ 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:

PERFORMANCE SECURITY GUARANTEE BOND

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

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

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

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

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

but for this provision, have effect of so relieving us.

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

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

Dated the _____ day of _____
for _____

(Indicate the name of bank)

SPECIAL CONDITIONS OF CONTRACT

Scope of work:

The works should be done as per the schedule, specifications and terms and conditions of the contract.

Note:-Warranty documents, test certificates, technical specifications. Manuals of major components like are to be submitted to the concerned SDE (E)/JTO (E) along with the bill documents.

Qualification of persons handling the installation:

For all services Electrical workman permit/workman's competency certificate/Electrical workman's license(certIFICATE OF COMPETENCY CLASS-II) OR any other equivalent certificate.

TOOLS & PLANTS:

All tools and plants required for carrying out various tasks relevant to work have to be arranged by agency.

COMMERCIAL:-

The tenderer must obtain himself at its own expense all the information necessary for the purpose of tendering, Inspect the site & acquaint himself with all the local conditions, means of access to work & nature of work etc. No claim shall be entertained on this account.

MISCELLANEOUS:

1. The workers engaged by firm should maintain proper discipline and good behavior with occupants. The firm shall remove such workers from the site whose behavior is found improper, Sub Divisional Engineer's decision shall be final.
2. The agency will provide the workers with, Testing and safety equipments.
3. Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
4. Firm shall issue ID card to their workforce whenever they enter premises for bonafide work. Nobody shall be allowed entry without work and nobody will be allowed overnight stay without work.
5. While working inside the premises, the agency shall be responsible to provide necessities to them as per labour law. However existing facilities like water, toilet and power for bonafide use shall be provided by BSNL. Any workforce not required for carrying out task shall not be permitted to stay in the premises.
6. The contractor has to keep all the electro-mechanical equipments and site neat and clean to avoid any accident or fire hazards.
7. Since the services are of critical nature, the firm will ensure that the persons engaged are well trained to take responsibility and initial steps under emergency situation.
8. In case of Emergency, contractor or his authorized supervisor shall be available at site on short notice from engineer-in-charge and make all efforts to make the situation normal at the earliest.
9. The firm shall ensure energy conservation by switching-on the services only when required.

• **INSTRUCTIONS FOR IMPLEMENTATION OF GST:**

1. The rates quoted must be full & final. Nothing extra is payable other than the quoted rates. GST shall be paid extra as applicable as indicated in the 'Schedule of Work' (BOQ).

The Evaluation & Comparison of bids shall be done on the basis of **NET COST TO BSNL** on the prices of the Goods / Services offered along with all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc. as arrived in "Schedule of Work" of the Bid document but excluding GST which is creditable to BSNL. If GST is not quoted separately same shall be treated as NIL and no payment shall be done on account of GST. The tender will be decided on the basis of quoted Basic Cost.

1. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as & when asked for.

3. BSNL shall deduct statutory taxes and duties like income tax, etc. from payments due to the firm as per rules of the State/Central Govt. The Accounts Officer of the concerned SSA shall issue certificates for such deductions to the firm.

4. For claiming the payment following documents shall be submitted:

a) Invoice clearly indicating breakup details of composite price ie Basic, GST any other duties & Taxes, Freight /Packing Charges etc

b) E-way bill as prescribed in the GST Law in case of movement of Goods

c) Proof of Payment of GST if applicable.

d) Timely uploading of correct & necessary information on GSTN Portal is mandatory as prescribed in GST Compliances.

e) Declaration by the Authorized signatory duly authorized by the company management along with a certificate from an independent CA/CMA that the benefits of tax credits are transferred to BSNL

Note: 1) If the bidder fails to furnish necessary supporting documents ie GST invoice/Customs invoices etc& also fails to upload the information on GSTN in respect of the Duties. Taxes for which input tax credit is available, the amount pertaining to such duties/Taxes will be deducted from the payment due to the bidder.

2) Tax amount will be paid to the bidder only after bidder declares the details of the invoices in its return in GSTR 1& GSTR 3 uploaded by the bidder& the same is reflected in GSTR-2A of BSNL on GSTN Portal.

5. In case the contractor is blacklisted during the currency of contract, BSNL will not bear any loss of Input Tax Credit arising due to default/blacklisting of Contractor.

6. Bidder should furnish the correct HSN/SAC classification in the price schedule. If the credit for the Duties, Taxes & Ceases under provision /rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the bidder will be liable to refund such non-admissible amount, if already paid along with penalty & interest if charged by the concerned authority.

7. In case the Duties, taxes & ceases which are not eligible for Input Tax Credit as per the quotes indicated in the Price Schedule by the bidder & subsequently at any stage it is found that Credit for such Duties, Taxes & Ceases is admissible as per provision of GST law, then the bidder will be liable to refund the amount equivalent of such duties, Taxes & ceases if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation & BSNL has all the documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit. viz upload the information on GSTIN. However, the BSNL may allow the bidder to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST Law.

8. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification /Customs Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST ACT/Customs Tariff notifications.

9. If the bidder fails to furnish necessary supporting documents i.e Tax Invoices/Customs invoices etc in respect of Duties, Taxes & Ceases which are eligible for input tax credit, the amount pertaining to such Duties, Taxes, Ceases will be deducted from the payment due to the firm.

10. If the bidder fails to perform the necessary compliances which would any manner restrict BSNL to claim input tax credit then the amount pertaining to such duties, Taxes & Ceases will be deducted from the payment due to the bidder.

11. If the bidder does not disclose the correct details on the invoice or on the GSTN viz GSTIN, Place of supply etc which restricts BSNL to claim input tax credit then the amount pertaining to such duties, Taxes & ceases will be deducted from the payment due to the bidder.

12. BSNL can adjust/ forfeit Bank Guarantee obtained from the bidder against any loss of input tax credit to BSNL on account of bidders default. In case BSNL has to pay GST on reverse charge basis the bidder would not charge GST on its invoices. Further the bidder undertakes to comply with the provisions of GST law as may be applicable.

13. The balance payment shall be made within a period of 6 months from the invoice date to ensure availability of input tax credit & subject to condition that there are no damage/shortages. In those cases where such shortages/damages are intimated to the bidder in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of contract. Further in case of any dispute on the payment to be made to the bidder, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the bidder & input credit on the said invoice is lost by BSNL, the same shall be recovered from the bidder.

14. BSNL has the right to recover input Tax credit loss suffered by it due to any mis-declaration on invoice by the bidder.

15. Any sum of money due and payable to the bidder (including security deposit refundable to him) under this

contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set of the same against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the bidder. GST would not be liable on security deposit. But if bidder set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

16. The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and customs law offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

17. GST Invoice:

17.1 All the details of bidder (name, address, GSTN / unregistered bidder, place of supply, SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.

17.2 Invoice/Supplementary invoice/Debit note /Credit note/Receipt Voucher need to be issued in compliant format and within the time limit prescribed under GST law.

17.3 In case of any deficient / incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment.

17.4 It would be the responsibility of the bidder to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case the eligibility of input tax credit is questioned or denied to BSNL on account of default by the bidder, the same would be recovered by BSNL from the bidder.

17.5 Registered location of both the parties i.e BSNL and bidder should be mentioned in the Agreement with GSTN No. Further, bidder should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.

17.6 BSNL could at any time instruct the bidder to raise its invoices at a particular location of BSNL

17.7 It is the responsibility of the bidder to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the bidder shall intimate to BSNL and give adequate time before rising of the invoices.

17.8 E-waybill number should be mentioned on the invoices.

17.9 Bidder shall be responsible for timely issuance and delivery of Invoice / DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

17.10.(a) It is the responsibility of the bidder to ensure that outward supply return (GSTR-1) would be filled correctly. If not, then cost would be borne by bidder.

17.10.(b) Reporting of correct outward supply by bidder in the outward return(GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by bidder include (but is not limited to) the following:

17.10.b.(i)Uploading appropriate invoice details on the GSTN within the stipulated time.

17.10.b.(ii)Issuing GST compliant invoice/CN /DN.PO issued by BSNL should be referred by bidder for capturing information on the invoice.

17.10.b.(iii)Bidder needs to pay the entire self assessed Tax on timely basis.

17.10.b.(iv)Where Invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details of GSTN is to be submitted by bidder. Such changes wrt.the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit(if any) would be recovered from the bidder.In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

17.10.b.(v)Bidder to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the bidder would be recovered from the bidder.

17.10.b.(vi)A self-declaration along with evidence that the bidder is not blacklisted by GST authority. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

18.It shall be the responsibility of the bidder to mention state of place of goods/services in the invoice issued to BSNL.

19. GST(if applicable) on account of liquidated damages due to delay in supply of goods would be borne by bidder.

20.Payment against GST Credit will be made only when GST compliant Invoice is submitted by the bidder.

21.In case the bidder does not agree with the POS or HSN/SAC code stated on the POS, it is the responsibility of the bidder to approach/request BSNL to revise the PO.

22. Any further amendment notified by the government in GST Rules during the currency of contract shall also be applicable without any separate notice.

- The EE(E)/SDE(E) are required to test check the activities to be performed as per the schedule of job in each bill. An indicative list of activities required for test check is given below.(As per letter no:- 1-5-1/EW/2015 Dt :- 30/07/2015 of PGM(E),New Delhi)

4. DAMAGES TO BSNL INSTALLATION:

4.1 Any damage to the installation(s)/building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm & shall be replaced/rectified by the firm without any extra cost.

4.2 Any accident or damage during maintenance/operation will be the responsibility of the agency & the Department will not entertain any claim, compensation, penalty etc. on this account or on account of non observance of any other requirement of law relevant to his work.

5.0 TERMINATION OF CONTRACT:

5.1 Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm, failure to attend breakdown in reasonable time, disobedience and abandoning the site etc. In such a case full 10% Security Deposit which includes Performance Guarantee shall be forfeited by BSNL. The decision of Superintending Engineer(E)/Chief Engineer(E) in this regard shall be final and binding.

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

5.3 In case of unsatisfactory performance, during the period one percent penalty of the bill amount shall be imposed for the particular period. In this regard the decision of Engineer-in-charge shall be final and binding.

6.0 GENERAL CONDITIONS

6.1 The agreement shall be signed by both the parties on Non judicial stamp paper of appropriate value which shall be purchased by the agency. The Performa of agreement to be prepared on Non -judicial stamp paper.

6.2 The contractor has to keep all the Electro-mechanical equipments and site, neat and clean to avoid any accident and or fire hazards.

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

7.0 PAYMENT TERM: -

1. Payment to the Contractors during progress of work is regulated for all the items as below.

a) 100% of the approved price of contract value on completion of work

2. For Claiming payment following document are to be submitted to paying authority by Agency.

(i) Invoice clearly indicating break-up details of composite price i.e. Basic, Goods and Services Tax (GST), any other duties and Taxes, Freight/packing charge etc.

(ii) E-way bill as prescribed in GSN Lay in case movement of goods

(iv) Timely uploading of correct and necessary information on GST portal is mandatory as prescribed in GST compliance.

v) BSNL will work payment as per availability of the funds and firm should be financially capable of carrying out work throughout the contract period as per requirement of BSNL.

Note: -1). If the supplier of goods/services fails to furnish necessary supporting document i.e. GST invoice/Custom invoice etc. and also fails to upload the information on GSTN in respect of the duties/Taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from payment due to the supplier.

2). Tax amount will be paid to the supplier of goods/service only, after the declaring the details of invoices in its return in GSTR-1 and GSTR-3 uploaded by the Agency and the same is reflected in GSTR-2A of BSNL on GSTN portal.

3). TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be)

4). BSNL can adjust/forfeit Bank Guarantee obtained from supplier against any loss of input tax credit to BSNL on account of supplier's default.

7 STORES AND SAFETY: -

All the stores and materials required for satisfactory completion of the work shall be arranged at work site by the contractor from his own sources. Space for storing the material may be provided on request from the contractor. However, safe custody of the material stores at site will be responsibility of the contractor

8.0 PERIOD OF CONTRACT

8.1 The Period of contract shall be **15 days**.

8.2 The Department reserves the right to extend the contract for a maximum period of six months (three months at a time) at the same rates & conditions.

9.0 EXTENSION OF VALIDITY

In case where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the Validity.

10.0 The firm should intimate his round the clock Local fixed/ Mobile Telephone number (s) within 15 days from date of award.

11.0 Compliance of Labour Laws

All the provisions of the letter no:-BSNL/Admin I/29-5/2007 (Pt) Dated 5th Nov 2008 , Ltr no :- BSNL/Admn-I/20-2/2010 Dated 6th May 2010& up-to-date labour laws should be followed by the agency. The agency should provide documentary proof /receipt of labour showing amount paid, EPF Contribution, ESI documents etc to the labour on monthly basis to the concerned JTO, who should get it verified through concerned labour. The excerpts of the letter Dated 5th Nov 2008 are reproduced as below :- “The field units must also ensure themselves that the provision of such statutes are complied with by way of i) maintenance of prescribed records & registers ii) preparation & filling of required returns iii) Contractors/Agency possess registration/license from the appropriate labour authority & are furnishing particulars of their employees/workers engaged by them to execute the outsourced activities iv) such Contractors/Agency is making payment to its workers at the rates not less than the rates prescribed under the Minimum Wages Act 1948, for such employment wherever applicable & where the rates have been fixed by an agreement , not less than the rates so fixed v) the Contractor/Agency has obtained registration with PF/ESI authorities vi) monitoring that the contractors ensure timely deposit of PF & ESI dues of the employees with the appropriate authorities & contractor be asked to submit the documents in this regard to BSNL vii) the payment to workers may be made in the presence of authorized representative of BSNL who must certify at the end of entries of Wage Register viii) such Contractor is making payment to workers by cheque or by crediting the wages in their Bank account after obtaining written authorization of the workmen & ix) the employees of the Agency/Contractor deployed for the outsourced activity must be carrying their Identity Cards duly certified/issued by the Agency/Contractor as their employer& so on”.

12.0 CURRENCY OF CONTRACT:

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EE[E]

The contract shall be valid for issue of Job Order for 15 days including 25% deviation if any, after the date of its acceptance. **The work may have to be carried out mainly within Division /BA and if need arises then anywhere in Jharkhand under Jharkhand Electrical Zone.** The ordering quantity can be deviated up to the extent of 25% (deviation limit) without the consent of the firm. The firm shall execute such quantities at the rate quoted in the tender without any change in terms and conditions of the contract.

13.OPERATION OF THE CONTRACT:

- a) The Contract agreement shall be signed by the authorized representative of the firm within 15 days of issue of the acceptance letter in the Executive Engineer (E), Ranchi
- b) SD and other deposits as per terms and conditions of agreement for individual work shall be kept with the concern EE (E) and refunded / adjusted as per relevant clause of agreement.

Executive Engineer (E)
BSNL Elect Division, Ranchi

ANNEXURE-I

SPECIFICATION FOR THE WORK

- i) The work shall be carried out as per current CPWD specifications for Electrical works as amended from time to time and Indian Electricity Rules as amended up to date.
- ii) The work shall be supervised by a qualified technical staff.
- iii) Layout of the work will be given by the Engineer in charge or his duty authorized representative at the site of work.
- iv) Earthing sets work shall be carried out in the presence of the Engineer-in-charge or his authorized representative.
- v) samples of all the materials, fittings accessories switch gears etc., shall be approved from the Engineer-in-charge before using the same on the work. Rejected material shall be removed immediately from the site of work.
- vi) The contractor will have to carry out the following test at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
 - 1) earth test
- vii) Any damages done to the building by the contractor during the executing of the work shall have to be made good at his cost and risk. If it is not done within a reasonable time determined by the Executive Engineer (E) then the same will be got done at his cost departmentally after giving notice to him.
- viii) The contractors will have to make arrangements to take the materials to site of work at his own cost and risk. Octroi if paid by the contractor for the materials supplied by the Department can be claimed by him against the original vouchers.
- ix) The contractor shall submit the completion plan as required vide general specifications for electrical works. Part-I (internal) & part – II (external) as applicable within 30 days of the completion of the work. In case of contractor fails to submit the completion plan as aforesaid he shall be liable to pay sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 2500/- as may be fixed by the S.E.(E).

Contractor

Engineer in Charge

TECHNICAL SPECIFICATIONS

1. The work shall be carried out as per current CPWD specifications for Electrical works as amended from time to time and Indian Electricity Rules as amended up to date.
2. The work shall be supervised by a qualified technical staff.
3. Layout of the work will be given by the Engineer in charge or his duty authorized representative at the site of work.
4. Following categories of wiring shall be done on separate conduits.
 - a) Power plug
 - b) Light and fan wiring
 - c) Emergency light point wiring
 - d) Telephone wiring
 - e) AC unit wiring.
5. The No. of power plug points and emergency light point (fed from DC supply) shall not exceed 2 per circuit.
6. Earthing sets work shall be carried out in the presence of the Engineer-in-charge or his authorized representative.
7. Samples of all the materials, fittings accessories switch gears etc., shall be approved from the Engineer-in-charge before using the same on the work. Rejected material shall be removed immediately from the site of work.
8. The contractor will have to carry out the following test at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
 - 1) Earth test
 - 2) Polarity test
 - 3) Insulation test
 - 4) Earth continuity test of the surface recessed conduit pipes.
9. Any damages done to the building by the contractor during the executing of the work shall have to be made good at his cost and risk. If it is not done within a reasonable time determined by the Executive Engineer (E) then the same will be got done at his cost departmentally after giving notice to him.
10. The outlet boxes, IC boxes for switch gears and ends of conduit etc., for different categories of conduit runs catering for different types of electrical wiring as mentioned in clause above shall be painted inside/outside with different colours satisfying 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 pipes in the slab and in recess the contractor will keep wire of 15 SWG GI throughout the conduit pipe and will have to take special care so that the conduit does not pass through air conditioning ducts, grills columns, beams etc. If any such necessity is foreseen special written permission of Executive Engineer (Electrical) should be obtained before such work is carried out. In case of failure the contractor will not be paid on this account. The contractor should recess the conduit in the walls before they are plastered and co-ordination with the progress of building work. Any damages thus done will have to be made good at the cost of the contractor. The conduit pipes should be mechanically and electrically continuous.

12. The bakelite covers for the switches; plug sockets etc., shall not be removed or broken for taking connections which shall be done at their back by providing suitable wooden reaper in the IC boxes where found necessary. All wooden boxes for switches, plug, regulator etc., shall be provided with 1/8" thick bakelite sheet covers.
13. The runs of various circuits wiring at various places shall be kept minimum by taking the runs on walls where cross of columns is not necessary. This has to be decided before casting of slab so that unnecessary length of conduit is not laid there in.
14. All the IC distribution sub-main board and corresponding switch near shall be sign- written clearly indicating the No. of distribution boards, type of load it is serving and the number of circuits contained in the distribution box. Details of the routes led from a particular distribution box shall be placed in tabular form on the reverse of the cover of the distribution box.
15. Under ground cables both of 11KV and 1.1 KV grade should be subjected to pressure of insulation tests before and after laying the same in the ducts. In case of unsatisfactory tests, the cost of all repairs and replacement and all extra works of removal and relaying will have to be made good by the contractor at his own risk.
16. While making the end connections of wires, no strand shall be cut and the termination of wires shall be done with necessary lugs and ferrules without any extra payment.
17. The bus bars of the single-phase distribution box shall be of solid aluminum strip instead of sheet metal.
18. Lugs should be provided while terminating 8 SWG GI wire for earth continuity without any extra payment.
19. The termination of conduit etc., in the junction box to be provided above DBs should be done by making proper holes knockouts instead of cutting the box.
20. The contractors will have to make arrangements to take the materials to site of work at his own cost and risk. Octroi, if paid by the contractor for the materials supplied by the Department can be claimed by him against the original vouchers.
21. If any conduits were laid before award of this work the recovery for the same will be made from the contractor at rates specified in the SR 94 (internal) plus abatement of tender.
22. The contractor shall submit the completion plan as required vide general specifications for electrical works. Part-I (internal) & part – II (external) as applicable within 30 days of the completion of the work. In case of contractor fails to submit the completion plan as aforesaid he shall be liable to pay sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 2500/- as may be fixed by the S.E. (E).

PROFORMA FOR AGREEMENT

(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF ----- DATED -----

--
Between M/S ----- (refernote) in the town of (Address)-----
herein after called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited herein after called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- a. The BSNL is desirous that the execution of (Name of work)-----
----- at ----- to be performed as mentioned , enumerated or referred to in the tender including press Notice Inviting Tender , General conditions of the contract , Special conditions of the contract , Specifications , Drawing , Plans , Time schedule of completion of jobs , schedule of quantities and rates , agreed variations , other documents , has called for tenders.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has specified himself by carefully examinations before submitting his tender as to the nature of the surface , strata , soil , sub soil and grounds , the form and nature of the site and local conditions the quantities , nature and magnitude of the work , the availability of the labour and materials necessary for the execution of work , the means of access of site , the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender , documents or having any connection therewith and has considered the nature and extent of all the probable and possible situations , delays , hindrances or interferences to or with the execution and completion of the work to be carried out under the contract , and has examined and considered all other matters , conditions and things and probable and possible contingencies , and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the BSNL ,s press notice Inviting Tender , General conditions ofContract , special conditions of contract, Schedule of quantities and Rates , General obligations , Specifications , Drawings , Plans , Time schedule for completion of work. Letter of acceptance of tender and any statement of agreed variations with its enclosures copies which are hereto annexed form part of this contract through separately set out herein and are included in the expression contract wherever herein used.

AND WHEREAS

The BSNL accepted the tender of M/S ----- (refer note at page -----
-----)(contractor) for the Operation &Comprehensive maintenance of EMS -----
----- at ----- and conveyed vide letter no -----dated -----
-- at the rates stated in the schedule of quantities for the work and accepted by the BSNL(herein after called the schedule of rates) upon the terms and subject to the conditions of the contract.

SDE[E]

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED
AS FOLLOW**

1. In consideration of the payment to be made to the contract for the work to be executed by him , the contractor hereby convenient with the BSNL that the contractor shall and will duly provide , execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to implied and there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned. In the contract and
2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the schedule or rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right , title or interest in the site made available by the BSNL for execution of the works or in the building , structures or works executed on the said site by the contractor or in the goods , articles , materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor , their servants , agents and materials belonging to the contractor and lying on the site.

In witness where of the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of BSNL
the Contractor

Signature and delivered for and on behalf of

(BHARAT SANCHAR NIGAM LIMITED) (CONTRACTOR)
OFFICIAL ADDRESS

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

BHARAT SANCHAR NIGAM LIMITED

LIST OF APPROVED MAKES- BSNL ELECTRICAL WING
(AS ON 29.02.2016)

1. Engine	Ashok Leyland /Cummins/ Cater pillar /KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to30 KVA)/ Eicher (up to 35 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)	BieccoLawrie / 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/Patson/Rajasthan Transformer and Switchgear
6. Air Circuit Breaker	L&T/ Schneider Electric / Siemens
6.1 AIR BREAK SWITCH	NATIONAL / KIRAN / PACTIL / ATLAS / SIGMA / SCPL/APPROVED MAKES OF SUPPLY COMPANY(ISI)
7. MCCB(Ics=Icu)	L&T/ Schneider Electric / Siemens
7.1 PIN & DISC INSULATOR	JAYSHREE / WS / IEC / PCL / BHEL/ MAYUR / APPROVED MAKES OF SUPPLY COMPANY(ISI)
8. SDF units	L&T/ Schneider Electric / Siemens/ HPL/ Havells
8.1 LIGHTNING ARRESTOR	ELARO / LAMCO / INTERNATIONAL / GE / ATLAS / OBLUM/ APPROVED MAKES OF SUPPLY COMPANY(ISI)
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 40 Ducati/Syntron/ABB EE[E]
12. Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/SchneiderElectric/ABB/L egrand/Zeta

SDE[E]

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/Yokins
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/ABB/HPL
18. MS/ PVC Conduit	ISI mark
19. Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20. HT/LT Cables	ISI mark
21. PVC insulated copper conductor wire	ISI mark
22. Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather &platt / WASP/Grundfos
23. Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24. Motors	ABB/ Bharat Bijlee / Crompton Greaves/Schneider Electric / HBB / KEC/Siemens/Jyoti Ltd
25. Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26. Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27. Single Phase Preventer	40 EE[E] L&T / Minilec / Siemens / Zerotrip
28. GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith

SDE[E]

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

SDE[E]

EE[E]

44. Lift	OTIS/ Schindler/Johnson	Kone/ Mitsubishi/
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NOTE-

1. In case of External / PMC works, the list of approved makes may be modified as per client's requirement.

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

3. Any additional makes may be approved by concerned PCEs/Sr CEs/CEs(Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07-2007.

BHARAT SANCHAR NIGAM LIMITED
(A Govt. Of India Enterprise)

The Executive Engineer (E), BSNL Electrical Division, 203,F.Floor ,ARTTC Bldg.
Near Jumar River Bridge, Hazaribagh Road,Ranchi-835217

TENDER NO: - NIT/EEE/BSNL/RCH/2023-24/531

Dated 22.12.2023

DNIT No. NIT No.:- NIT/RCH/2023-24/144

Name of Work:- - Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi .(SH: Laying of LT cable for Newly proposed Power plant).

DIVISION NIT NO.:- NIT No.:- NIT/RCH/2023-24/144

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	Name of work:- Providing Electrical Infrastructure for room proposed for 4G Core (Phase IX.2) equipments, transmission room and battery power plant room at T.E. Building, ARTTC campus, Ranchi .(SH: Laying of LT cable for Newly proposed Power plant)					
	NIT No.:- NIT/RCH/2023-24/144					
	Name of the Bidder:-					
Sl. No.	Description of item	Quantity		Rate without GST in Rs.	Unit	TOTAL AMOUNT Without GST in Rs. Net cost to BSNL
1	2	3		4	5	6=3x5
1	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on cable tray as required.					
a)	Above 35 sq. mm and up to 95 sq. mm (clamped with suitable size TIE)	52	Mtr		Mtr	
b)	Above 95 sq. mm and up to 185 sq. mm (clamped with Suitable size of TIE)	160	Mtr		Mtr	
2	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.					
a)	3.5 X 185 sq. mm (57mm)	8	set		set	
3	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ sub main wiring/ cable as required.	212	Mtr		Mtr	
4	Fixing of Ladder type Iron cable tray along Wall with providing suitable support i.e. L type angled iron including fixing on wall and painted (min 25x25x5 mM angled iron) or suspended from the ceiling with M.S. suspenders including bolts & nuts, painting suspenders etc as required.	35	Mtr		Mtr	
5	Supplying and fixing of 100 Amp , 4 pole Terminal connector in suitable size painted MS Box i/c fixing it on wall and complete connection as per site reqd.	1	Job		Job	
6	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.					
a.	Above 35 sq. mm and up to 95 sq. mm (clamped with 25x3mm MS flat clamp)	25	Mtr		Mtr	
b.	Above 95 sq. mm and up to 185 sq. mm (clamped with 25/40x3mm MS flat clamp)	10	Mtr		Mtr	
7	Supplying and fixing of 18 inch the 6mmx50mm GI Bus Bar with suitable breaking voltage capacity bakelite support insulator and complete connection as per site reqd.	1	job		job	
8	Shifting of scrabble , dismantled DG set and unused dismantled cable pieces recovered	1	Job		Job	

	from exchange building to Energy block i.e. loading and unloading as per site reqd.					
9	Supplying and Fixing of following MCCBs with thermo magnetic release and terminal spreader after necessary modification in BUS BAR in the Existing Panel i/c all connection and testing as per site required.					
a.	250 Amp ,50KA , Four pole	2	Nos		Each	
10	Supplying and fixing of the following materials i/c making all connection and testing as per site reqd.					
a.	Rotary handle suitable for 250 Amp MCCB	2	Nos		Nos	
	Total value of work Rs. =					
	Less credit for Dismantled cable tray					
	G.Total Value of work Rs. (A) [without GST] =					
	CGST Payable extra on above Value (A) @ _____% (B)=					
	SGST Payable extra on above Value (A) @ _____% (C)=					
	IGST Payable extra on above Value (A) @ _____% (D)=					
	Total inclusive of Taxes: (A)+(B)+(C)+(D) =					

Executive Engineer (E)
BSNL, Electrical Division, Ranchi

Note :-

- 1) Rates quoted shall be inclusive of all taxes & duties but without GST for determining L-1 tender.
- 2) The GST shall be paid extra on actual basis. The agency shall submit GST Invoice with each claim of bill separately.**
- 3) In case of ambiguity, between schedule and specifications, schedule shall prevail. If there is ambiguity between “schedule and specification” verses IS / BS standards, “schedule and specification” shall prevail.
- 4) The Bidder who submits the offer with concessional GST shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL, It should be included in the price of Goods/Services.
- 5) In case, dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount.

DECLARATION BY BIDDER:

- 1) We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced wef 1 July 2017 & further extended on more items till date.
- 2) We hereby certify that HSN/SAC correct & credit of GST for the amount are admissible as per GST laws.

**Executive Engineer (E),
BSNL Electrical Division, Ranchi**