



BHARAT SANCHAR NIGAM LTD.

Connecting India

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

(Electrical Wing)

O/O THE SUB-DIVISIONAL ENGINEER (E)

BSNL ELECTRICAL SUB-DIVISION

MAIN TELEPHONE EXCHANGE BLDG., M.G. ROAD, UPPER KHATLA

OPP. RAJ BHAWAN, AIZAWL(MIZORAM)-796001

TENDER DOCUMENTS

NIT No. 16/BSNL/ESD-AZL/NIT/2022-23

Name of Work :- **Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.**

Amount Rs. 37992.00

Tender Documents contains **24** Pages

Sub-Divisional Engineer (E)
BSNL Electrical Sub Division
Aizawl

(Seal of the firm)

Signature of Contractor / Firm





BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)
O/O The Sub-Divisional Engineer (E)
BSNL ELECTRICAL SUB-DIVISION, AIZAWL

Name of Work:-

Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.

Name & Address of the Firm:-

1	Estimated Cost :	Rs.	37992.00		
2	EMD Amount :	Rs.	760.00		
3	Last Date of Application:-	Date :-	22-Mar-23		
4	Last Date of Sale of Tender Document:-	Date :-	22-Mar-23		
5	Last date & Time of Submission of Wax Sealed Tender	Date :-	24-Mar-23	Time:-	Up to 03.00 PM
6	Date & Time of Opening of Tender	Date :-	24-Mar-23	Time:-	After 3.30 PM

Signature of Issuing Authority

Signature & Seal of Tenderer

PARTICULARS AND DETAILS OF TENDERER

(TO BE FURNISHED BY TENDRER)

Name of Firm & Registration Address :-

Phone No:-

Correspondence Address of Firm:-

Phone No:-

Whether it is Sole Proprietary or Partnership firm / Private Limited Co.

Name of the person authorised to enter in to & execute contract agreement & the capacity in which he is authorised

Name :-

Capacity :-

Note :- The Tenderer should sign each page of the tender document at the time of quoting the tender

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BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

O/O The Sub-Divisional Engineer (E)
BSNL ELECTRICAL SUB-DIVISION, AIZAWL**No-G(NIT)/BSNL/ESD-AZL/2022-23/57****Dated:- 14.03.2023****Notice Inviting Tender**

The Sub-Divisional Engineer (E), BSNL Electrical Sub-Division, Aizawl invites on behalf of the Bharat Sanchar Nigam Limited, sealed item rate tenders for the following work from the eligible contractors satisfying the following eligibility conditions.

NIT No.	Name of Work	Estimated Cost	Earnest Money	Period of Completion	Tender Cost	Last Date of Application	Last date of sale	Last date of Submission of Tender	Date opening
16/BSNL/ESD-AZL/NIT/2022-23	Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.	37992.00	760.00	15 days	Rs.150/- + 18% GST = Rs. 177.00	22-Mar-23	22-Mar-23	24-Mar-23	24-Mar-23
								Up to 03.00 PM	After 3.30 PM
NOTE :-APPLICABLE ELIGIBILITY CRITERIA:- 4.COMPREHENSIVE MAINTENANCE/AMC/REPAIRS OF SPECIALISED SERVICES:"									

ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDERS FOR ELECTRICAL / ELECTRO – MECHANICAL WORKS – BSNL ELECTRICAL WING

1 EI & FANS AND OTHER MISC. WORKS:-

The following eligibility criteria shall be adopted for the works like EI & Fans, Compound Lighting, Lightning Conductor, Pumps, Cabling, installation of Splits/WACs, LT Panels, shifting of DG sets, I.T.C. of AVRs up to 5 KVA (relay type), other miscellaneous petty works and any other work authorized by PCEs/Sr.CEs/CEs(Elect):-

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

2 Specialized Work:-

2.1 SUB-STATION

The Contractors satisfying the following conditions:

2.1.1 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

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

OR

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

Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender with transformer capacity not less than 80% of individual capacity of the Transformer proposed in the NIT.

OR

Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender with transformer capacity not less than 80% of individual capacity of the Transformer proposed in the NIT.

OR

One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender with transformer capacity not less than 80% of individual capacity of the Transformer proposed in the NIT.

2.2 DG SET

The Contractors satisfying the following conditions:

2.2.1 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

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

OR

2.2.3 BSNL CO (Electrical) approved Engine manufacturer with the approved capacity of engine not less than the DG set capacity proposed in the NIT.

OR

2.2.4 OEM authorized by BSNL CO (Electrical) approved Engine manufacturer with the approved capacity of engine not less than the DG set capacity proposed in the NIT. The letter of Authorization in Original from the Engine manufacturer will have to be produced by the OEMs.

OR

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

Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender with DG set capacity not less than 80% of individual capacity of the DG set proposed in the NIT.

OR

Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender with DG set capacity not less than 80% of individual capacity of the DG set proposed in the NIT.

Contractor

SDE(E)

OR

One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender with DG set capacity not less than 80% of individual capacity of the DG set proposed in the NIT.

2.3 HVAC AND PACKAGE (HIGH SENSIBLE/PRECISION) AC UNITS :

The Contractors satisfying the following conditions:

2.3.1 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

2.3.2 BSNL CO (Electrical) approved Package AC Manufacturer.

OR

2.3.3 The dealer authorized by BSNL CO (Electrical) approved Package AC Manufacturers. The letter of Authorization in Original from the manufacturer will have to be produced by the dealers.

OR

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

Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender with Central/Package AC Plant with equipment Module not less than 80% of individual capacity of the Central/Package AC Plant.

OR

Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender with Central/Package AC Plant with equipment Module not less than 80% of individual capacity of the Central/Package AC Plant.

OR

One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender with Central/Package AC Plant with equipment Module not less than 80% of individual capacity of the Central/Package AC Plant proposed in the NIT.

2.4 AUTOMATIC FIRE DETECTION /ALARM/SUPPRESSION/FIRE FIGHTING SYSTEMS :

The Contractors satisfying the following conditions:

2.4.1 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

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

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

OR

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

OR

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

2.5 LIFT

The Contractors satisfying the following conditions:

2.5.1 The lift manufacturer of the makes proposed in the NIT.

OR

2.5.2 The dealer authorized by lift manufacturer of the makes proposed in the NIT. The letter of authorization in original from the lift manufacturer will be produced by the dealer.

3 COMPREHENSIVE MAINTENANCE AND OPERATION OF EMS:

The Contractors satisfying the following conditions:

3.1 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

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

OR

3.3 Experience of having successfully completed similar works in BSNL comprising of either substation or airconditioning service as part of scope of work during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following :

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

OR

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

OR

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

Note:- *The estimated cost of one year shall be considered to evaluate the eligibility criteria.*

4 **COMPREHENSIVE MAINTENANCE/AMC/REPAIRS OF SPECIALISED SERVICES:**

The Contractors satisfying the following conditions:

- 4.1 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

- 4.2 The manufacturer /authorized dealer /OEM of any of the makes of major equipment included in the NIT. The letter of authorization from manufacturer in original / photo copy attested by BSNL executive will be submitted.

OR

- 4.3 Experience of having successfully completed similar works in BSNL during last 7 years ending last day of month previous to the one in which applications are invited , should be either of the following:-

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

OR

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

OR

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

OR

- 4.4 BSNL / State Govt (PWD Electrification work) / CPWD / TSECL / BSF/ MES enlisted contractors in Electrical category of respective class as per their tendering limits.

Note:- *The estimated cost of one year shall be considered to evaluate the eligibility criteria.*

SPECIAL NOTE FOR ALL THE WORKS:

- 1 "Similar work" shall be properly defined and appropriately indicated in the eligibility criteria by the NIT approving authority.
- 2 For Rate Contract works, the eligibility criteria shall be derived based on capacity and estimated cost put to tender for one typical job. However, turnover shall be evaluated based on the total estimated cost put to tender.
- 3 In respect of the works not covered herein above, the PCEs/Sr CEs/CEs(Elect) may decide the eligibility criteria.

Testimonials

The contractor shall submit and confirm:-

- 1 The firm shall submit application for issue of tender documents on its printed letter head along with Documentary proof for satisfying eligibility condition according to type of work duly attested any BSNL executive & Declaration of 'No-Relative employed in BSNL Unit'.
- 2 Upto date income tax clearance.
- 3 Self attested copy of GSTIN, Valid Electrical Licence for the electrical work (Issued from State Govt.) & EPF Registration or certificate from Notary for not requirement of EPF.
- 4 The tenderer shall submit the tenders in 2 wax sealed cover marked cover 1st & 2nd. The first cover should contain the earnest money deposited in the shape of CDR/FDR/Demand Drafts/BG as specified in prescribed form, from the Scheduled Bank or Nationalized Bank guaranteed by Reserve Bank of India drawn / pladge in favour of Accounts Officer (Cash) BSNL , O/o the GMTD, Aizawl or DD / Pay Order of Schedule Bank in favour of Accounts Officer (Cash) BSNL , O/o the GMTD, Aizawl. Payable at -Aizawl and the second cover should contain the tender documents. In case 1st cover is not annexed or earnest money is not in proper form, the 2nd cover containing tenders will not be opened at all.
- 5 For the tenderers intending to download the tender from the web site, they shall submit the tenders in two sealed cover marked as cover 1st. and cover 2nd. The 1st.cover should contain original / attested copy of the credentials in support of fulfilling the work criteria & other documents as per NIT, the tender cost in form of demand draft in favour of Accounts Officer (Cash) BSNL, O/o the GMTD, Aizawl & Payable at -Aizawl and earnest money in the form of CDR/FDR/Demand Draft/BG of a Scheduled Bank or Nationalized Bank / State Bank Guaranteed by Reserve Bank of India or Bank Guarantee in the manner described in SI.No.4 above. In case 1st.cover is not accompanied or Earnest Money is not in proper form then the 2nd. cover containing tender will not be opened and will be rejected.
- 6 (a) The intending tenderers shall invariably sign the undertaking provided with the tender documents. Any failure to do so shall result in rejection of the tenders.
- 6 (b) If any difference / discrepancies are found between downloaded tender form, and hard copy of tender issued from Sub Division office, the contents in draft NIT shall be final & binding.
Tender will received & opened as per NIT. In case Sunday / holiday on the date of opening , the tender will be opened on the next working day.

Tender documents can be obtained from this office on all working days upto 4.00 PM of Last Date of Sale as per NIT Or can be downloaded from our website at www.ne1.bsnl.co.in/atender The tender document will neither be sent nor received by Post/Courier. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website www.electrical.bsnl.co.in as well as in this Sub-Division Office.

Conditional tender or tenders with conditional rebates shall be summarily rejected.

Sub-Divisional Engineer (E)
BSNL Electrical Sub-Division
Aizawl

IMPORTANT NOTE FOR THE CONTRACTOR/FIRM WHO DOWNLOAD THE TENDER FROM WEB SITE

The contractor/ firm who are down loading the tender form are instructed to go through the following points:-

- 1 The contractor/firm has to submit an undertaking (duly signed, in the format enclosed with the NIT) that he shall abide by the original standard forms PWD-6 and 8.BSNL forms.
- 2 The contractor/firm shall submit the following in FIRST ENVELOPE:-
 - a Application on the firm's printed letter-head
 - b Necessary documents for credentials for meeting the eligibility conditions.
 - c Non-refundable cost of tender documents (in the shape of demand draft).
 - d Earnest money (in the proscribed form and of prescribed amount).Bid Security/EMD shall be exempted for MSE/MSME Registered vendors/agencies with appropriate similar category of work as per the amendment to rule 170(i) of Financial rules (GFR) 2017.
(In case of demand draft, separate demand draft for Cost of tender documents and EMD are to be submitted)
- 3 After verification of the documents in FIRST ENVELOPE (i.e. credentials, cost of tender documents and earnest money, etc) and on finding them in order, the SECOND ENVELOPE containing the bid documents shall be opened.
- 4 It shall be the responsibility of the firm to clearly list the documents attached to establish their eligibility credentials in the application (on their printed letter head).
- 5 The credentials submitted shall be self attested and certified by any BSNL Executive (not below the rank of SDE). If not certified by BSNL Executive then original documents shall be produced at the time of tender opening.
- 6 EMD of non-eligible firms shall be returned in original at the time of opening of tender.
- 7 The tenderer has to submit the downloaded original computer print out of the documents from the web site. The photocopy shall be not accepted.
- 8 The tender in which rates are to be quoted should be properly bound and sealed. In case of loose / spiral bound submission of tender, the tender shall be liable for rejection (In case of the downloaded tender documents from the internet).
- 9 If during the opening of tender or during the process of tender finalization, it is detected that the tenderer has submitted tender documents after making any changes/additions/deletions in the tender documents from the web site, the offer shall be summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any action as per the prevalent rules.

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UNDERTAKING

It is to clarify that:-

- 1 I / We have read and examined the General Rules and Directions & Clauses of BSNL EW-8 and agree with the following modifications.
 - (a) The name of work, time allowed for work, estimated cost, tender cost, mode and amount of EMD etc. wherever appearing in BSNL EW-6/8 shall be as per the notice inviting tender available on the website.
 - (b) The deviation in quantity shall be governed as per condition No.12 in BSNL EW-8
- 2 I/We agree that the said BSNL EW 6/8 shall be made a part of the contract while entering into the agreement.
- 3 I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions.
- 4 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.
- 5 A sum of Rs -----AS NIT - is hereby forwarded in the form of Demand Draft / Pay Order / banker Cheque / FDR / TDR from a Scheduled Bank / Nationalised Bank / State Bank guaranteed by RBI as earnest money. If I/We, fail to commence the work specified I/We agree that the said BSNL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD 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.
- 6 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 authorised to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.
- 7 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".
- 8 I/We are submitting the downloaded original computer printout of the documents from the web site. I/We certify that no changes / addition / deletions in the tender documents from the web site have been made. If during the opening the tender or during the process of tender finalization, it is detected that I / We have submitted tender documents after making any changes / additions /deletions in the tender documents from the web site knowingly / by me / us be forfeited in addition I /We shall be liable for any other action as per prevalent rules.

Dated:- -----

(CONTRACTOR)
(Signature with Seal)

DECLARATION OF RELATIVES

(To be given by Tendering Agency)

All near relatives of any BSNL employee either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The detailed guide lines in this regard are given in the following paragraph.

- i) 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 manners 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 husband (brother in law).
- ii) As per Government of India's CCS conduct rule 4 , No Govt servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contact of his official superior. This clause is applicable to all BSNL employees and in view to this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For Non-Executive employee this authority is SSA head/ Circle head/Chief Engineer / Chief Arch./ Corporate Office under which he is posted. For Executive employee (at Present some of them are called Gazetted Officers) the prescribed authority for this purpose is Circle head/Chief Engineer / Chief Arch./ Corporate Office under whom he is posted.
- iii) (a) The company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relative(s) is/are posted. The unit is defined as SSA/Circle/Chief Engineer / Chief Architect / 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 unit 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 and in case of limited company by all the Directors of company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and EMD / SD will be forfeited at any stage whenever it is so noticed. The department 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.
- (b) In respect of case where the tender notice / work related orders have been issued and are waiting for submission the concerned unit should issue corrigendum for inclusion of above clause. However , here tender / work related documents have been opened and are waiting for finalization the certificate may be taken from the company or firm or any other concerned person giving details of the relative employed in the jurisdiction of the tender. The company or firm or the person concerned will not be debarred in this case but his work will be kept under proper watch to avoid any further complaint. Further, the relative will not be involved in the decision making & execution of the work.
- (c) Where the tenderers or the work are already in operation (or awarded) the tenderer may be requested to give details of relatives employed in the jurisdiction of the tender in such cases the tenderer will be allowed to continue the work but special watch may have to be kept about his performance to avoid any complaint. The concerned relative will not be involved in execution & settlement of claims of the contractor.

DECLARATION TO BE GIVEN BY THE CONTRACTOR

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

Date:-

Signature (s) of Contractor

CONDITION OF BANK GUARANTEE FOR EMD IF IT IS MORE THAN Rs.20,000.00

- * The BG shall be from a schedule bank or a nationalized bank guaranteed by the Reserve Bank of India, in enclosed proforma for the prescribed value mentioned in NIT.
- * The bank guarantee shall remain in force for 30 days after the period, for which the tenders are valid.
- * The BG shall be furnished on the prescribed proforma duly stamped at the rate as applicable as per Indian Stamps Act 1899.
- * The BG may be got extended if required.
- * If the firm belongs to other state and stamp duty is lower in that state then It will require to be stamped with the excess amount so that total stamp duty is not less in accordance with the requirement of Mizoram State. If the BG is not in prescribed proforma duly stamped with the requirement of Mizoram State, tender shall not be opened.

ANNEXURE-I

MODEL FORM OF BANK GUARANTEE FOR EMD

Whereas _____ (hereafter called "The Contractor(s)") has submitted its Tenders dated _____ for _____ (Name of work) _____. KNOW ALL MEN by these presents that we _____ OF _____ having our registered officer at _____ (hereafter called "The Bank") are bound unto _____ (hereafter called "The BSNL") in the sum of _____ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are :

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

We undertake to pay to the BSNL up to the above amount upon the 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 of contracts.

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.

Name & Address of witness

Signature of the Bank

Signature of the Witness

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
NOTICE INVITING TENDER

Item rate tenders are invited on behalf of the BSNL from eligible contractors for the work of:-

Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.

The work is Estimated to Cost AS NIT (This estimate however is given merely as a rough guide)

- 1 Tenders will be issued to eligible B.S.N.L. as well as non B.S.N.L. contractors, provided they produce definite proof from the appropriate authority of having completed similar work of magnitude as specified in Eligibility criteria.
- 2 Agreement shall be drawn with the successful tenderer on prescribed Form No.8 which is available as a Govt. of India Publication; Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3 The time allowed for carrying out the work will be **As per NIT** from the 10th Day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any indicated in the tender documents.
- 4 The site for the work is available.
- 5 Receipt of applications for issue of forms will be stopped by 16:00 Hrs before four days of the date fixed for opening of tenders. Issue of tender forms will be stopped three days before the date fixed for opening of tenders.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Sub-Divisional Engineer (E), BSNL Electrical Sub Division, Aizawl between hours of 11.00 A.M to 04.00 P.M. every day except on Sunday and Public Holidays. Tender documents, excluding standard form, will be issued from this office, during the hours specified above on payment of tender cost + GST in form of DD in favor of Accounts Officer, (Cash) O/o The GMTD, Aizawl & Payable at Aizawl .

- 6 The tenderer must produce a Chartered Accountant Certificate in the revised form as modified under Ministry of Finance CBDT Circular No.153/191/2002-TPL dt.13-2-2003 as amended from time to time before tender papers can be sold to him.
- 7 Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Sub-Divisional Engineer (E), BSNL Electrical Sub Division, Aizawl & the same will be opened by him or his authorised representative in his office as mentioned in NIT.
- 8 The tender shall be accompanied by earnest money, (unless exempted) of Rs. As per NIT in CDR/FDR/DD/BG (as specified) of a scheduled Bank issued in favor of Accounts Officer (Cash) BSNL, O/o The GMTD, Aizawl & Payable at Aizawl the amount being credited to Nationalized Bank.
- 9 The description of the work is as follows: -

Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.

Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.

Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

- 10 The competent authority on behalf of the BSNL does not bind himself to accept the lowest or any other tender, and reserves to him the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Conditional tenders or tenders with conditional rebate shall be summarily rejected.
- 11 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited. The tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12 The competent authority on behalf of the BSNL reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

- 13 The contractor shall not be permitted to tender for works in the B.S.N.L. Electrical Zone (Responsible for award and execution of contracts) in which his near relative is posted in any capacity in BSNL in that Zone. He will also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person employed in BSNL, in that Zone. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of BSNL.
- 14 No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors' service.
- 15 The tender for the works shall remain open for acceptance for a period of ninety days, from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 16 The Notice Inviting Tender shall form a part of the contract document. The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall within 10 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.

Sub-Divisional Engineer (E)
Electrical Sub-Division, Aizawl
For and on behalf of the BSNL

||

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

STATE: MIZORAM
BRANCH: ELECTRICAL
ZONE: NE-1

CIRCLE: SHILLONG
DIVISION: SHILLONG

Item Rate Tender & Contract for Works (BSNL EW-8)

(A) Tender for the work of **Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.**

- (i) To be submitted by 15.00 Hours on -AS NIT
- (ii) To be opened in presence of tenderer who may be present at 15.30 Hours on AS NIT in the office of Sub-Divisional Engineer (E), BSNL Electrical Sub Division, Aizawl

Issued to
Signature of officer issuing the documents

Designation
Date of issue

Sub-Divisional Engineer (E), BSNL Electrical Sub Division, Aizawl

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E, & F, Specifications applicable, Drawings, & Designs, General Rules, and Directions, Conditions, of Contract, clauses of contract, Special conditions (if any), Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I / We hereby tender for the execution of the work specified for the BSNL within the time specified in schedule "F", viz schedule of quantities and in accordance in all respect with the specifications, designs, drawings, and instructions in writing referred to the rule-1 of general rules and Directions and in clause 11 of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions as far as applicable.

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.

A sum of **Rs -AS NIT-** is hereby forwarded in CDR/FDR/DD/BG as specified/ Deposit at call receipt of a scheduled Bank as earnestMoney. If I/We, fail to commence the work specified I/We agree that the said BSNL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carryout such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule "F" and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

I/We agree that should the BSNL or his successors in office decide to forefit earnest money mentioned for this work. Unless a sum equal to the earnest money is paid by us, forthwith, the competent authority, BSNL may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me / us under this contract or otherwise .

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person to whom I/We may be authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the BSNL and the same may at the option of the competent authority on behalf of the 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 be extended in the 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.

Dated:

Signature of Contractor:-
Postal Address:-

Witness:

Address:

Occupation:

ACCEPTANCE

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

Rs. _____ Rupees. _____).

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

(a)

(b)

For and on behalf of the BSNL

Signature _____

Dated _____

Designation _____

PROFORMA OF SCHEDULES
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE "A"

Schedule of quantities * Attached

SCHEDULE "B"

Schedule of materials to be issued to the contractors. * As per schedule of work attached.

Sl. No.	Description of Item	Quantity	Rates in figures & work at which the material will be charged to the contractor
1	2	3	4
-----NIL-----			

SCHEDULE "C"

Tools and plants to be hired to the contractors * Nil

Sl. No.	Description of Item	Hire Charges Per Day
1	2	3
-----NIL-----		

SCHEDULE "D"

Extra schedule for specific requirements / documents for the work if any * NIL

SCHEDULE "E"

Schedule of component of material, labour etc. for escalation * NIL

CLAUSE 10CC Not Applicable

SCHEDULE "F"

Reference to general conditions of contract *

Name of work:-

Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.

Estimated cost of work:-

AS NIT

Earnest Money:-

AS NIT

Performance Guarantee

NIL

Security Deposit

10% of Tendered Value.

General Rules & Directions:

Officer Inviting Tender:	*	Sub-Divisional Engineer (E), Electrical Sub Division,Aizawl
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clause 12.2 & 12.3.	*	As Under
Definitions:		
2(l) Engineer in charge	*	Sub-Divisional Engineer (E), Electrical Sub Division,Aizawl
2(viii) Accepting Authority	*	Sub-Divisional Engineer (E), Electrical Sub Division,Aizawl
2(x) Percentage of cost of material and labour / to cover all other heads and profit.	*	10%
2(xi) Standard schedule of Rates	*	DSR 2018 & M.R.
2(xii) Department	*	Bharat Sanchar Nigam Limited
9(ii) Standard BSNL contract form	*	BSNL EW 8 as modified & corrected up to date.
<u>Clause-2</u>		
Authority for fixing compensation under clause-2	*	Executive Engineer (E), Electrical Division,Shillong
<u>Clause-5</u>		
Number of days from the date of issue of letter of acceptance for reckoning date of start.	*	10-Days
Time allowed for execution of work	*	15 days
Authority to give fair and reasonable extension of time for completion of work.	*	Superintending Engineer (E), O/o the CGMT, NE-1 Circle, Shillong
<u>Clause-7</u>		
Gross work to be done together with net payment / adjustment of advances for material collected if any, since the last such payment for being eligible to interim payment.	*	As per NIT
<u>Clause-10CC</u>		
Clause 10CC to be applicable to contracts with stipulated period of completion exceeding the period shown in next column.	*	Not Applicable.
<u>Clause-11</u>		
Specifications to be allowed for execution of work.	*	As per Specifications attached
<u>Clause-12</u>		
12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply.	*	25%
12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work.	*	Not Applicable.
<u>Clause-16</u>		
Competent authority for deciding reduced rates.	.	.
<u>Clause-30</u>		
36(l) Minimum qualifications & experience required for Principal Technical Representative.	.	.
(a) For works with estimated cost put to tender more than	*	
(i) Rs.10 Lacs for Civil works	*	Graduate or retired AE possessing at least recognised diploma.
(ii) Rs. 5 Lacs for Elect/Mech. works	*	Recognised Diploma.
(b) For works with estimated cost put to tender.	*	
(i) More than Rs.5Lacs put less than Rs.10Lacs for Civil works.	*	NA
(ii) More than Rs.1 Lac put less than Rs.5 Lacs for Elect/Mech.work.	*	Recognized Diploma Holder.
(iii) Dicipline to which the Principal Technical Representative should belong.	*	Elect./Mech.
(iv) Minimum experience of works.	*	3 Years
(v) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36(l)	*	Rs.4,000/- P.M. for Graduate Rs.2,000/- P.M. for Diploma Holder.

SCHEDULE OF WORKS

Name of Work:-		Replacement of faulty energy meters at different TE bldg./BTS sites in Lawngtlai SDE area under Mizoram BA.				
Sl. No.	Description of Items	Quantity		Rate per Unit i/c all taxes and duties excluding GST (in Rs.)	Unit	Amount (in Rs.)
1	2	3	4	5	6	7 = (3*5)
1	Replacement of the following energy complete with all accessories along with P&E Department Mizoram test certificate etc complete as reqd.(Make HPL/Bentec/Genus//Saral secured or similar superior make.)					
a	5-30 Amp Single phase digital type	2	Job		Job	
b	10-60 Amp Three phase	2	Job		Job	
c	CT operated energy meter having facility to read KWh,KVAh,KW etc	1	Job		Job	
d	CT having ratio 100/5 Amp of approved make	3	Each		Job	
					Total Rs.	
					Add GST Rs.	
					G.Total Rs.	

Notes for bidder:

- The Firm should be GST Compliant
- Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
- The firm shall be responsible to ensure that GST shown in the above columns is correct & Input Tax Credit for the amount shown above is admissible as per GST Act as amended up to date".
- Invoice /Bill should be pre-printed as per the GST format.
- The evaluation and comparison of responsive bids shall be done on the basis of **Net cost to BSNL** on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., **but excluding GST**
- The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the terms as specified in the scope of work.
- No advance payments can be made. Stipulations like levy of interest if payment is not made in a specified time are also not acceptable and the payment is governed by the normal BSNL practice.

Contractor

Sub-Divisional Engineer (E)
BSNL Electrical Sub Division
Aizawl

SPECIFICATION & CONDITION

- 1 The firm shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer.
- 2 The bidder shall quote only Net rate excluding GST on Goods & Services. All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices shall be borne by the supplier. The Labour welfare Cess & TDS as per the Govt. regulations will be recovered from the contractor. No concession form will be issued by the BSNL.
- 3 No additional condition whatsoever will be accepted for Turn Over Tax / Sales Tax / GST on works contract. In case of additional conditions for the payment of such taxes by the contractor the tender may be liable to be summarily rejected by the accepting authority. No conditional offer shall be entertained and the offer will be rejected.
- 4 Firm has option to deposit Earnest Money in form of Bank Guarantee for this work in attached format and manner wherever the amount of EMD is more than Rs. 20,000/-
- 5 All materials to be used on this work by the contractors shall be got approved from the Engineer -in-charge before installation at site. Unapproved materials if brought to site of work shall have to be removed immediately by contractor at his cost and risk.
- 6 The work shall be carried out according to approved drawing and as per instruction of Engineer-in-charge. However the department reserve the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout.
- 7 Rectification of damage done to the building during the execution of electrical works shall be responsibility of the electrical contractor & same will be made good immediately at his own cost to the satisfaction of the Engineer -in- charge. Any expenditure incurred by the department in this connection shall be recovered from the contractor & decision of the Engineer-in-charge about recovery shall be final.
- 8 Bad workmanship will not be accepted & defects shall be rectified at Contractors cost to the satisfaction of Engineer-in-charge. Progress of electricals works is to be co-ordinated in accordance with other works and no claim for idle labour will be entertained by the department.
- 9 All the debris of electrical work should be removed and the site should be cleared by the contractors immediately after the occurring of debris. Similarly any rejected materials should be immediately cleared off from the site by the contractor.
- 10 Issue of materials to the contractor where ever stipulated shall be according to the requirement of the site from time to time depending upon the progress of work. Nothing extra will be paid against transportation.
- 11 The contractor will have to give the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid to him on this account.
- 12 The contractor or the authorised representative is bound to sign the site order book as & when required by the Engineer-in-charge and to comply with the remarks therein.
- 13 The contractor shall make his own arrangement of electrical / general tools & plant, Testing & safety equipment required for the work.
- 14 No Form-D, Road permit shall be issued by the department. The road permit shall be arranged at their own cost by the tenderer.
- 15 The entire installation shall be at the risk & responsibility of the contractor until these are tested handed over to the department. However if there is any delay in utilization from the department side, the installation may be taken over in parts but the decision on the same shall rest with Engineer-in-charge which shall be binding on the contractor.
- 16 Acceptable make of the materials shall be as per latest issue of product diary circulated in BSNL, however a list of approved make is attached.
- 17 The contractor shall have to obtain prior approval from Engineer-in-charge before placing order of any specific materials. The Engineer -in-charge may approve any of the makes of brands out of the above list.
- 18 The tenderer must obtain himself at his own expense all the information necessary for the purpose of tendering. Contractor should inspect the site and acquaint himself with all the local conditions, means of access to work and nature of work etc. No claims shall be entertained on these accounts.
- 19 The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained.
- 20 The contractor shall submit the completion plan within 30 days of the completion of work.
- 21 While making the end connections of wires, no strand shall be cut and the termination of wire shall be done with necessary lugs and ferrules without any extra payment.
- 22 Lugs should be provided while terminating of 6 SWG G.I. wires for earth continuity without any extra payment.
- 23 Wherever electrical termination, connections are made between dissimilar metals like copper and aluminium suitable size bimetal strips, washer shall be used.
- 24 The final completion plans, general arrangement drawings and wiring diagram shall be supplied in triplicate before commissioning the installation.
- 25 Wherever electrical termination, connections are made between dissimilar metals like copper and aluminium suitable size bimetal strips, washer shall be used.
- 26 The contractor with co-ordination with PEDM will arrange shutdown for HT line at his own risks & for this nothing extra will be paid.
- 27 Any damage done to the building by the contractor during the execution of work shall have to be made good at his cost and risk. If he does not do it himself within a reasonable time as determined by the Sub-Divisional Engineer (E) then the same will be got at his cost departmentally after giving notice to him.

SPECIAL TERMS & CONDITION**1 Earnest Money**

- 1.1 Value :-The amount of earnest money to be deposited with each tender is 2% of the estimated cost put to the tender subject to a maximum of Rs. 2 cores. Earnest money will be acceptable in the form of CDR/FDR/DD/BG.
- 1.2 Validity Period :-The offer shall be valid for 90 days from the date of opening of financial bid. The validity period of the Earnest Money Deposit is kept 30 days beyond the tender validity e.g. 90 +30 = 120 days.
- 1.3 Extension of Validity :-In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL shall request all tenderer 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 15 days beyond the extended validity date of tender shall also be asked for.
- 1.4 Release of Earnest Money Deposit :- Earnest Money deposit of all unsuccessful tenderer shall be released on issue of award letter to the successful tenderer within one week of issue of award letter. In case of successful tenderer, the Earnest Money deposit shall be adjusted in 10%.of security deposit of work awarded value.

2 Eligibility :- As mentioned in NIT

- 2.1 **Tender Bid** :-The tender shall be in two bids (i) Eligibility bid (ii) financial bid. The agencies who qualify the eligibility bid, financial bid of only those shall be opened.

(i) **Eligibility Bid** :-The firm should submit following documents to meet eligibility conditions

- (a) Documentary proof for satisfying eligibility condition applicable to type of work as per NIT.
- (b) Submission of Income Tax up to date.
- (c) State Govt issued Electrical Licence for electrical work
- (d) GSTIN Registration.
- (e) The earnest money deposit in prescribed form
- (f) Separate DD for the Cost of tender paper i/c tax (for web down load)

(ii) **Financial Bid** :-The complete tender documents issued to the firms shall be submitted duly signed in token of acceptance by the firm, complete in all respect along with rates quoted in figures and words in schedule of work therein.

- 3 **Security Deposit** :- A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% of work awarded value.
NOTE: The security deposit deducted shall be refunded after satisfactory completion of guarantee period.
- 4 The acceptance of tender will rest with the SDE(E) / EE(E),Aizawl [As the case may be] who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.
- 5 If the performance of the firm is unsatisfactory, they shall be issued show cause notice and their contract shall be terminated if their explanation is found unsatisfactory. The decision of E.E. (Electrical) in this regard shall be final.
- 6 The work contract may be terminated for breach of contract or default and security amount may be forfeited by EE (E) on this account.
- 7 **Term of Payment** :- The payment shall & be paid on the submission of bills after completion of work, duly signed by the concerned authority & fund availability. BSNL will make payment to Vendor only after the invoice is uploaded by Vendor in GST outward return i.e.GSTR-1 and credit of GST is available (reflected in GSTR-2A) to BSNL.Vendor hereby agrees that it will be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charges / liability arising either our of laws/ regulations applicable in India or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India.
- 8 **Damage due to negligence:** Any loss / damage suffered by the plant or the allied equipment's/ controls due to negligence of the firm during work shall have to be made good to the entire satisfaction of the Engineer-in-charge.
- 9 **Progress of work:** The firm shall produce on demand the log sheet etc to the Engineer-in-charge for status of the work.
- 10 **Safety precaution and other site precautions:** - The firm shall adhere to, while executing the contract, the relevant safety rules of the Government of India. Any accident or damage during work will be the responsibility of the agency and BSNL will not entertain any claim, compensation, penalty etc. on this account or on account of non observance of any other requirement of law relevant to this work.
- 11 **Removal of workmen:** The firm shall on the request of the Engineer-in-charge, forthwith remove from the works any person employed thereon by him who in the opinion of the B.S.N.L /Engineer-in-charge, misconducts himself or misbehaves or has doubtful character. Such person shall not be employed again on the works.
- 12 **Labour laws:** - All the provisions of the letter no. BSNL / Admn.I / 29-5/2007 (Pt.) Dated the 5th November 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. on monthly basis to concerned field units.
- 13 **Force majeure:** Both the Department and firm shall not be considered in default in the performance of their obligation under agreement, if any, so long such performance is prevented or delayed because of natural calamities such as war hostilities, earth quake, civil commotion or a result of force majeure or because of any law and order, because of any act of God or any cause beyond the reach/ control of the party affected.
- 14 **Arbitration:** Except where otherwise provided in the contract all disputes relating to the meaning of the specification, design, drawing and instruction or as to the quality or workmanship or materials used in the work or arising out of them or/ and conditions of the contract during the progress of the work or after completion or abandonment thereof shall be referred to the sole arbitrator by the C.E. (Electrical) BSNL as per the clauses of contract.
- 15 **Deduction towards taxes:** 2% of the payment due to the firm or as applicable shall be deducted at the time of payment towards the income tax payable by them and shall be remitted to the Income Tax Department and certificate to this effect will be issued to the firm on each occasion of payment.

- 16 Agreement:** The firm has to enter into the agreement on acceptance of his tender within 07 days of issue of letter of approval to them, failing which earnest money will be forfeited.
- 17 Taxes:** The firm shall include all taxes and duties as applicable on date except GST. If any new tax is levied, by the Government on maintenance contracts after opening of tender the same shall be reimbursed by the B.S.N.L on production of proof of payment. No any concessional form shall be issued by BSNL. The bidder shall quote only Net rate excluding GST on Goods & Services. All tax except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices shall be borne by the supplier. The Labour welfare Cess & TDS as per the Govt. regulations will be recovered from the contractor.
- 18 GST :** - Contractor shall submit invoice (Bill) duly segregating the amount of work executed excluding GST amount & GST amount along with Invoice no (bill no.) and all other details required under GST act. The Service receiver (BSNL) shall pay to contractor Gross amount of work executed i.e including GST duly deducting all other leviable taxes like I/Tax etc as applicable. The Contractor, as a service provider, shall be liable to pay GST amount to respective authority himself where as the service receiver (BSNL) shall deposit all other taxes deducted to concerned authority. Percentage rate of GST for various type of goods / Services as finalised by GST council can be obtained from the website www.cbec.gov.in. It shall be the responsibility of Vendor to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance/ default in raising appropriate invoice by Vendor. Further all invoices should be sent to BSNL promptly.
- 19 STANDING ORDER NO. 258 :-(i)** Tendered rates are inclusive of taxes and levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixty amendment) Act 1982, if any further tax or levy is imposed by statute after the date of receipt of tenders and the contractor(s) thereupon necessarily and properly pays taxes or levies the contractor(s) shall be reimbursed the amount so paid provided such payment if any is not in the opinion of S.E.(E) whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor(s).
- 20** (ii) The contractor(s) shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and shall furnish such other information /documents as the Engineer-in-Charge may require.

(iii) The contractor(s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (Forty Sixty amendment) Act 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto. NOTE : No additional condition whatsoever will be accepted for turnover tax/sales tax on works contract. In case of additional conditions for the payment of such taxes by the Contractor the tender may be liable to be summarily rejected by the accepting authority.

Compensation for delay: If the contractor fails to maintain the required services within the contract period or extended date of the contract period, he has to pay the compensation for delay which is limited to 1% per week of proportionate value of work order and thereafter subject to a maximum of 12% of proportionate value of the work order for the exchange where the work is delayed and the firm is found responsible for the same.

- 21 Extension of Time :-** If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge within 30 days of the hindrance on the account on which he desired such extension as aforesaid, and the Engineer-in-charge shall, if in his opinion reasonable grounds to be shown therefore, authorize such provisional extension of time, if any, as in his opinion be necessary or proper.
- 22 Increase / Decrease of Tendered Quantity :-**
- 23** (a) BSNL will have the right to increase or decrease up to 25% of the contract value depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- Loading, unloading, transportation, insurance etc shall be included in their offer.
- 24** All the material will be under the charge of contractor till it is completed and handed over. No materials will be removed from site without written permission of Engineer in charge.
- 25 (a) 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.

(b) Indulging of contractor in criminal / Antisocial activities and cases under investigation / charge sheeted by CBI or any other Government agencies etc.

If the CBI / Independent External monitor (IEM) / Income Tax / Sales Tax / Central Excise / Custom Departments recommends such a course- Action will be taken as per the direction of CBI or concerned department.

**PROFORMA FOR AGREEMENT
(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONTRACT AGREEMENT FOR THE WORK OFDATED.....Between M/S -----
----- (refer note) in the town of -----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 "Name of Work....." 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 of Contract , 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 Name of Work----- 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.

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

Signature and delivered for and on behalf of the Contractor

(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS

(CONTRACTOR)

Place:-

Place:-

Date :-

Date :-

IN PRESENCE OF WITNESSES

Signature :-

Name:-

LIST OF APPROVED MAKES -BSNL ELECTRICAL WING

Sl.No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 40 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 20 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6)	Biecco Lawrie / Crompton / Kirloskar / MEI / Jyoti Ltd
5	Transformer (Oil filled / Dry type)	
	a) Above 400 KVA	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar a) Above 400 KVA / Siemens
	b) Up to 400 KVA	In addition to above makes, Uttam/Automatic Electric Gear(AEG) /Patson/ Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(lcs=lcu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/ HPL/Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal /HPL / L&T/ ABB
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal)/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Battliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton

26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal / TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul
31	Compressors	Carrier/Emerson copeland/York/Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / 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 / Kirloskar/ 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 System
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS, Kone, Mitsubishi , Schindler,Johnson