

# **Bharat Sanchar Nigam Limited**

(Electrical Wing)

Office of

Executive Engineer (E)
BSNL Electrical Division I,
Second Floor, Kellys Telephone Exchange
Kellys, Chennai-10
Ph.No.044-26448484

#### **TENDER DOCUMENT**

Name of the work :-

Replacement of 6 x7TR PAC units with (5+1)x 1.5TR S/T AC in EWSD/NGN, (4+1)x1.5TR S/T AC in MSC OCB and(6+1)x 1.5TR S/T Inverter type AC units in TXM room at TE Kodambakkam Exchange, Chennai (SW: Installation of Aluminium partition for NGN / BB / TXM Exch's at 1st floor of Kodambakkam TE, Chennai )

NIT No.: 44/EEE/ED-I/BSNL/CH/23-24

This tender document contains	<b>37 ( Thirty Seven )</b> pages only
	(To be filled in by the Contractor)
Name of the Agency	
Address	
•••	
Telephone No. of agency:	
E_mail ID of agency:	

Contractor Page 1 of 37 Executive Engineer

# **INDEX**

SL. No	Description	Page no.
1	INFORMATION AND INSTRUCTIONS FOR BIDDERS	3
2	Notice Inviting Tender form - BSNL EW6	6
3	General Instructions to the Bidders	10
4	Undertaking to abide by EW 6 & EW 8 (Form 'A')	12
5	Undertaking regarding EPF& ESI provisions (Form 'B')	13
6	Performance report of works (Form 'C')	14
7	No Near relative working certificate (Form 'D')	15
8	Model form of Bank Guarantee for EMD (Annexure-I)	16
9	Model form of Performance security Guarantee bond (Annexure-II)	17
10	Schedule of Quantities	19
11	Specifications	22
12	PROTECTION OF LIFE , PROPERTY AND EXISTING FACILITIES	29
13	ADDITIONAL CONDITIONS	30
14	LIST OF PREFERRED MAKES FOR VARIOUS ITEMS OF WORK	31
15	Proforma of agreement	33
15	Proforma of Schedules	35
15	BSNL EW – 8 form	36

Contractor Page 2 of 37 Executive Engineer

### **INFORMATION AND INSTRUCTIONS FOR BIDDERS**

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

1	Name of work	Replacement of 6 x7TR PAC units with (5+1)x 1.5TR S/T AC in EWSD/NGN,(4+1)x1.5TR S/T AC in MSC OCB and(6+1)x 1.5TR S/T Inverter type AC units in TXM room at TE Kodambakkam Exchange, Chennai (SW: Installation of Aluminium partition for NGN / BB / TXM Exch's at 1st floor of Kodambakkam TE, Chennai)
2	Estimated cost put to tender	Rs. 1,53,606/-
3	Earnest Money	Rs.3,072/-
4	Period of completion	Fifteen (15) Days
5	Tender Fee(Non- refundable)	Rs.500 (+) 18% GST= Rs 590/-
6	Last date & time for submission of tender	Up to 13:00 Hrs. on 10-11-2023
7	Date and time for opening of tender	13:30 Hrs. on 10-11-2023

Contractor Page 3 of 37 Executive Engineer

#### **ELIGIBILITY CRITERIA**

The bidders satisfying the following conditions:

- 1. Eligible contractors of D.O.T/ BSNL, Non BSNL contractors, registered with Public Works Organizations like CPWD, State PWD(B&R), DOP, MES & Railways having valid GST and EPF registration, for the work of
- 1.1.0 Eligible contractors provided they produce proof of their valid enlistment, GST registration & EPF registration with the appropriate authorities.
- 1.1.1 Criteria of eligibility for Non-BSNL registered contractors of Public Works Organizations like CPWD, State PWD (B&R), DOP, MES & Railways.
- 1.1.2 For works above Rs7 Lakhs and up to Rs5.00 Crore, the applicant should have completed similar works as per details below during the last 7 years ending last day of the month previous to one in which tenders are invited:
  - a. Three similar completed works each costing not less than Rs. 3,99,980/- or,
  - b. Two similar completed works each costing not less than Rs. 4,99,975/- or,
  - c. One similar completed work costing not less than Rs.7,99,960/-

For the purpose of this clause "Similar works" means "Buildings Works executed for Central / State Govt. / Public sector under takings".

The experience certificate shall be issued by an officer not below the rank of Executive Engineer.

Contractor Page 4 of 37 Executive Engineer

# IMPORTANT INSTRUCTIONS TO BIDDERS DOWN LOADING THE TENDER DOCUMENT FROM WEB SITE

The bidders, who have down loaded the tenders from the web site, 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 down loaded for making required entries. The balance pages of Standard BSNL EW8 form will be attached with the agreement after the award of work.
- 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.
- 4. The name of the bidder shall be filled on the relevant pages of tender document and all the pages shall be invariably signed. (With stamp)
- 5. The tenderer shall ensure that the downloaded tender document is properly stitched before submitting the document.
- 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 rejected.
- 7. The tenderer shall sign the declaration enclosed before submitting the tender.
- 8. The tenderer shall submit the tenders in 2 covers marked as No.1 and No.2. The tenderer shall submit the credentials for meeting the eligibility conditions along with the cost of the tender fee and EMD in the prescribed format as detailed in NIT, along with a covering letter on his printed letter head stating the details of enclosures in the first cover. The credentials shall be self-attested. The second cover shall contain the price bid. The rates and amounts should be filled in the schedule of work attached thereto.
- 9. The **cover-1** shall contain the following.
  - a. Tender Fee in the prescribed format
  - b. EMD in the prescribed format
  - c. Certificate of Financial Turnover from Chartered Accountant if applicable
  - d. Documents fulfilling Eligibility criteria (Please note that in case the bidder is authorised by the manufacturer, the original authorisation letter is to be scanned and uploaded)
  - e. Enlistment certificate issued by BSNL if applicable
  - f. Electrical license issued by TN Govt.
  - g. GST Registration Number details
  - h. PAN Card
  - i. EPF and ESI Registration certificate, if applicable
  - j. Certificate of work experience issued by client department (Form 'C') if applicable

# Not submitting the above documents in Cover-1, the Cover-2 will not opened

10. The **Cover-1 and 2** shall be deposited in the tender box available in the office of tender opening authority, by all the bidders before **1:00 PM** on **10-11-2023** the tender opening date, failing which the tender shall not be opened.

Contractor Page 5 of 37 Executive Engineer

**BSNL EW-6** 

# **Bharat Sanchar Nigam Limited**

Electrical Wing

#### **NOTICE INVITING TENDER**

Electrical Division: **ED-I, Chennai** Sub Division: **ESD-III, Chennai** 

NIT No.: 44/EEE/ED-I/BSNL/CH/23-24 dtd 01/11/2023

Item rate tenders on single bid system are invited on behalf of CMD,BSNL for the work "Replacement of 6 x7TR PAC units with (5+1)x 1.5TR S/T AC in EWSD/NGN,(4+1)x1.5TR S/T AC in MSC OCB and(6+1)x 1.5TR S/T Inverter type AC units in TXM room at TE Kodambakkam Exchange, Chennai (SW: Installation of Aluminium partition for NGN / BB / TXM Exch's at 1st floor of Kodambakkam TE, Chennai )" from the eligible bidders as per NIT notification. The enlistment of the bidders should be valid on the opening date of tender. In case the date of opening of tender is extended, the enlistment of bidder should be valid on the original date of opening of tender.

- Tenders which should always be placed in sealed covers with the name of the work written on the envelope will be received and opened by the tender opening authority as per the date and time mentioned in INFORMATION AND INSTRUCTIONS FOR BIDDERS. Unsealed tenders will be summarily rejected.
- 2. Intending bidder is eligible to submit the bid provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority as per the eligibility conditions mentioned in the NIT notification page.
- 3. The work is estimated to cost **Rs 1,53,606/-** This estimate, however, is given merely as a rough guide.
- 4. Agreement shall be drawn with the successful bidder on prescribed form as amended up to the date of opening of tender. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 5. The time allowed for carrying out the work will be **One Month** from the 10<sup>th</sup> day after the date of written order to commence the work.
- 6. The site for the work is available / or the site for the works shall be made available in parts. The successful bidder shall execute the work in coordination with other agencies working in the campus.
- 7. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.chennai.bsnl.co.in at free of cost. The BSNL EW-8 document can be seen from the web site www.chennai.bsnl.co.inatfree of cost.
- 8. The Tender Fee in the form of Demand Draft issued by the Nationalized / Scheduled bank authorized by the Reserve Bank of India, drawn in favour of **BSNL**, **Chennai Telephones** payable at **Chennai.** The validity of the tender cost in the form of DD shall be **60 days** from the date of opening.
- 9. The Earnest money deposit (EMD) in the form of Demand Draft / FDR / BG (BG is only for Air Conditioning, Diesel Engine Alternator, Lifts, and Sub Station works wherever the amount of EMD is more than Rs.20,000)/ CDR of a nationalized / scheduled bank authorized by the Reserve Bank of India, drawn in favour of BSNL, Chennai Telephones payable at Chennai.

Contractor Page 6 of 37 Executive Engineer

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

- 10. The last date for submission of bid is **10-11-2023 up to 1:00 PM** and the bid submitted shall be opened at 03:30 PM on the day. If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
- 11. **Performance Guarantee**: The bidder is required to furnish Performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee/CDR/FDR/DD (of a Nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of acceptance letter. This period can be further extended by the Engineer-incharge up to a maximum period of two weeks on written request of Bidder. The validity period of the performance security in the form of performance bank guarantee shall be: One Monthfrom the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works. **In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the bidder will not be allowed to participate in the re tendering for the same work.**
- 12. **Security Deposit**: In addition to Performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the contract value of the work. **The security deposit shall be released after an observation period as follows: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works.**
- 13. If it is found at any stage of tender scrutiny after submission of tender that the bidder has made any correction/addition/alteration/omission intender documents vis-à-vis tender documents available on the website /original Draft NIT in office, the bid shall be treated as non-responsive and shall be summarily rejected and the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidder shall not be allowed to participate in the retendering process of the work.
- 14. The Tender documents shall not be sent through the Courier/Post. Tender documents received through Courier/post shall not be opened / considered at all. All communication with the bidders shall be in writing. Fax / E-mail shall be covered under this category and considered as adequate means of communication.
- 15. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the

Contractor Page 7 of 37 Executive Engineer

- 16. contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
- 17. The competent authority on behalf of the CMD does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected. The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
- 18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- 19. Agreement shall be drawn with the successful bidder on prescribed form. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
- 20. The bidder should give a certificate as per the following that none of his/her relative is employed in BSNL units as per **Form 'D'**. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
  - a. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
    - i. Members of a Hindu Undivided family.
    - ii. They are husband and wife.
    - iii. The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother -in-law).
  - b. The company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The bidder should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Contractor Page 8 of 37 Executive Engineer

- Name of the work :- Replacement of 6 x7TR PAC units with (5+1)x 1.5TR S/T AC in EWSD/NGN,(4+1)x1.5TR S/T AC in MSC OCB and(6+1)x 1.5TR S/T Inverter type AC units in TXM room at TE Kodambakkam Exchange, Chennai (SW: Installation of Aluminium partition for NGN / BB / TXM Exch's at 1st floor of Kodambakkam TE, Chennai )
  - c. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the bidder or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the bidders service.
  - 21. The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
  - 22. The bidder has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours/employees engaged by them for this work. Any consequence arising due to non-complying of provisions as specified above shall be the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per **Form 'B'**.
  - 23. **Extension of Validity of tender:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request the bidder to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
  - 24. 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.
  - 25. This notice inviting tender shall form a part of the contract document. The successful bidder, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
    - a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender, subsequent amendments issued and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
    - b. Standard BSNL EW-8 form

Contractor Page 9 of 37 Executive Engineer

## **General Instructions to the Bidders**

- The intending bidder must read the terms and conditions of BSNL-EW 6 carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required.
- 2. Information and instructions for bidders posted on website shall form part of bid document.
- 3. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
- 4. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
- a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
- 5. If any information furnished by the bidder is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in BSNL. The BSNL reserves the right to verify the particulars furnished by the applicant independently.
- 6. GST and any other tax applicable in respect of this contract shall be borne by the bidder himself. The bidder shall quote his rates considering all such taxes. The TDS as per the Govt. regulations will be recovered from the contractor.

#### 7. Tender Evaluation:

- (a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST. The bid with lowest net cost as elaborated above will be the L1 bidder.
- (b) Vendors should furnish the correct GST Rate in the price schedule. If the Input Tax Credit is found to be not admissible at any stage subsequently owing to wrong furnishing of GST Rate, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- 8. However, pursuant to the constitution (Forty-sixth amendment) act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contractors there upon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of Superintending engineer (whose decision shall be final and binding) be attributable to delay in execution of work within the control of contractor.
- 9. The Contractor shall, within a period of 30 days of imposition of any further tax or levyin pursuant to the constitution of (Forty sixth amendment) act 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Contractor Page 10 of 37 Executive Engineer

## 10. Bye laws Indemnity against liabilities:

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

#### 11. Termination of contract on death of contractor:

Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.

- 12. Indulging of contractor in criminal /antisocial activities and cases under investigation/charge sheeted by CBI or any other government agencies etc.: If the CBI/Independent External Monitor (IEM) /Income tax/ Sales Tax /GST/ Central Excise/Custom Departments recommend such a course Action will be taken as per the directions of CBI or concerned department.
- 13. As a general notion, the terms and conditions/instructions contained in various pages of this document are addressed assuming the bidder as 'Male'. However, the same shall remain and assumed to be addressed in case of 'Female' bidder also, except for the gender centric words, which shall be 'female' centric at appropriate places.

Contractor Page 11 of 37 Executive Engineer

## FORM 'A'

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

	Son / Daughter of
hereby give a	an undertaking that I have read the complete bid document es and sub clauses of BSNL EW 6 & 8 forms and I confirm
	and conditions available in BSNL EW 6 & 8 forms.
(Seal of the firm)	(Signature of Bidder)

Contractor Page 12 of 37 Executive Engineer

## FORM 'B'

# **Undertaking regarding EPF provisions**

"IResident ofhereby give an undertaking that
* I/We have employed only persons in our establishment and hence the EPF and Miscellaneous provisions Act, 1952 is not applicable to my / our establishment.
* I / We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our registration no** is We undertake to keep it valid during the currency of contract.
In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".
* strike out whichever is not applicable
**Attach a self-attested photo copy of the above said EPF registration certificate.
(Seal of the firm) (Signature of Bidder)
<u>Undertaking regarding ESI provisions</u>
"I
* I / We have employed only persons in our establishment and hence the ESI and Miscellaneous provisions Act,1948 is not applicable to my / our establishment.
* I / We have registered as per the ESI and Miscellaneous provisions Act, 1948 and our registration no.** is We undertake to keep it valid during the currency of contract.
In case at any stage, it is found that the information given by me is false / incorrect BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".
* strike out whichever is not applicable
**Attach a self-attested photo copy of the above said ESI registration certificate.

Contractor Page 13 of 37 Executive Engineer

	<u>Perform</u>	FORM `C' lance report of works
1.	Name of Agency	
2.	Name of work	
3.	Agreement no.	
4.	Final Value of Work Done	
5.	Date of start of work	
6.	Actual date of completion	
7.	Performance: Satisfactory / Not Sati	sfactory
	Dated:	Executive Engineer or Equivalent

Contractor Page 14 of 37 **Executive Engineer** 

FORM 'D'

## **No Near relative working certificate**

I	Son /	Daughter	of	Shri			Resident
of hereby	certify tha	t none of 1	my rela	tive(s) as	defined in the	e tender	document
is/are employed in BSNL	unit as pe	r details giv	ven in t	ender docu	ment. In case	e at any s	tage, it is
found that the information	given by m	e is false/in	ncorrect	, BSNL sha	II have the ab	solute rigi	ht to take
any action as deemed fit/wi	ithout any p	rior intimati	ion to r	ne.			
(Seal of the fir	m)			(	(Signature of E	Bidder)	

Contractor Page 15 of 37 Executive Engineer

# Annexure I MODEL FORM OF BANK GUARANTEE FOR EMD

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

Whe	reas				(hereinaft	er called	"the	bidder(s)") has submitted
its T	ender dat	ed	for the v	vork	`			( ) ,
								KNOW ALL MEN
by	these	presents	that	WE				OF
			_ having	our	registered	office	at	
(her	einafter c	alled "the Ba	nk") are l	bound (	unto			(hereinafter called
"the	BSNL") ir	n the sum of			for which	ch payme	ent w	ill and truly to be made of
the s	said BSNL	, the Bank bi	nds itself,	its succ	cessors and a	assigns b	y the	se presents.

# THE CONDITIONS of the obligation are:

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

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

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

**Signature of the Bank** 

Signature of the Witness Name of Witness

**Address of Witness:** 

Contractor Page 16 of 37 Executive Engineer

# ANNEXURE II PERFORMANCE SECURITY GUARANTEE BOND

1.	In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt (hereinafter called 'the said bidder(s)') from the demand under
	the terms and conditions of an agreement/Advance Purchase Order No
	for the supply of (hereinafter called
	dated made between and (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said bidder (s) of the terms and conditions contained in the said Agreement, on production of the bank
	guarantee forwe, (name of the bank) ( hereinafter refer to as "the bank") at the request of
	(bidder(s)) do hereby undertake to pay to
	the BSNL an amount not exceeding against any loss or damage
	caused to or suffered or would be caused to or suffered by BSNL by reason of any
	breach by the said Bidder(s) of any of the terms or conditions contained in the said Agreement.
2.	We (name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said bidder(s)' of any of the terms or
	conditions contained in the said Agreement or by reason of the bidders(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the
	decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding
3.	We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s)/supplier(s) shall have no claim against us for making such payment.
<b>1.</b>	We (name of the bank) further agree that the guarantee
	herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have
	been fully paid and its claims satisfied or discharged or till
	(office/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said bidder(s) and accordingly discharges this
	guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from
	the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

Contractor Page 17 of 37 Executive Engineer

Kodambakkam TE, Chennai ) \_\_\_\_\_ further agree with the BSNL that 5. We (name of the bank) the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s)/supplier(s). 7. We (name of the bank) lastly undertake not to revoke this quarantee during its currency except with the previous consent of the BSNL in writing. Dated the \_\_\_\_\_ day of \_\_\_\_\_

for\_\_\_\_\_\_ (indicate the name of bank)

Name of the work :- Replacement of 6 x7TR PAC units with (5+1)x 1.5TR S/T AC in

EWSD/NGN,(4+1)x1.5TR S/T AC in MSC OCB and(6+1)x 1.5TR S/T Inverter type AC units in TXM room at TE Kodambakkam Exchange, Chennai (SW: Installation of Aluminium partition for NGN / BB / TXM Exch's at 1st floor of

Contractor Page 18 of 37 Executive Engineer

Name of work: Replacement of 6 x7TR PAC units with (5+1)x 1.5TR S/T AC in EWSD / NGN, (4+1)x1.5TR S/T AC in MSC OCB and(6+1)x 1.5TR S/T Inverter type AC units in TXM room at TE Kodambakkam Exchange, Chennai (SW: Installation of Aluminium partition for NGN / BB / TXM Exch's at 1st floor of Kodambakkam TE, Chennai )

SI.	Description of Item	Qty & Unit	Rate / Unit Excluding GST	Total Amount Excluding GST	% LS92	CGST Amount in Rs.	% LS9S	SGST Amount in Rs.	% ISSI	IGST Amount in Rs.	Total Amount including GST
1	Providing and fixing aluminium work for partition with available aluminium sections, pre-laminated particle boards and Glass panels in paneling supplied departmentally with necessary new expansion hold fastners, screws, clips etc. including necessary filling up of gaps at junctions, top, bottom etc. all as directed by the Engg-in-charge	260 Sqm									
2	Sorting, loading and transportation of Aluminium sections, Particle boards and glass from 2nd floor of St. Thomas Mount Exchange to Kodambakkam Exchange including unloading and stacking at 4th floor using mechanical transportation etc. complete all as directed by the Engineer in charge.	1 Job									

Contractor Page 19 of 37 Executive Engineer

SI. no	Description of Item	Qty & Unit	Rate / Unit Excluding GST	Total Amount Excluding GST	% LS92	CGSTAmount in Rs.	% LS9S	SGST Amount in Rs.	IGST %	IGST Amount in Rs.	Total Amount including GST
3	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer of approved make such as Dyna or equivalent (having brand logo with ISI, IS: 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	6 Nos									
4	Providing and fixing aluminium Aldrop of approved make or equivalent with necessary accessories and screws etc. complete.	6 Nos									
	Total Net cos	t (excl. G	ST) Rs.				Tota	l cost (Ir	ncl. GS	ST) Rs.	

CONTRACTOR EE(E), ED-1

Contractor Page 20 of 37 Executive Engineer

### **IMPORTANT NOTES:-**

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

Contractor Page 21 of 37 Executive Engineer

### **SPECIAL CONDITIONS OF CONTRACT**

The completed work may be inspected for approval by the "Acceptance Testing Unit of the Telecom Circle / Client". It shall be the responsibility of the contractor to offer the completed work for inspection and approval of the A/T in co-ordination with and as per the directions of the Engineer-in-charge and nothing extra shall be payable on this account. The agency shall be responsible for getting the clearance from the AT wing of the department at specific stages as may be fixed by the Engineer-in-charge. Necessary co-ordination with the AT wing will be arranged by the Engineer-in-charge or his authorized sub-ordinates. If the completed work is not found satisfactory as per the prescribed specifications, corrective measures ordered by the Engineer-in-charge shall be carried out immediately by the contractor without any additional expenditure liability to the BSNL

- 1 The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- 2 The structural drawings as required for the work shall be issued in stages taking into consideration the approved programme as well as the actual progress.
- 3 Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying / burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduits for electrical wiring / cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
  - The contractor shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 4 The rates quoted shall include all taxes, GST, CWWC, royalty, seigniorage charges that are applicable from time to time as per statutory rules of State / Central Government. The rate quoted will be exclusive of EPF. The EPF will be reimbursed to the extent of contractor contribution on the submission of proof of payment to the concerned authority.
- All cement bags and all other similar perishable items shall be stored by the contractor in a separate go-down which shall be exclusively constructed by the contractor for this purpose at his own cost as per general guidelines given in the "Typical Sketch for Cement Godown" under clause 3.2.1.4 of the Specifications. The dimensions given in the said sketch are only indicative and the contractor shall be bound to construct the storage godown of sufficient size so as to properly store the appropriate quantity of cement required for consumption for not less than ONE MONTH. Such go-down shall have weather proof roof and walls. The go-down shall be provided with a single door with arrangement for locking it simultaneously with two locks. The contractor shall be fully responsible for the safe custody of all the materials even if the materials are kept
  - and stored under double lock system. The account of daily receipts and issues of the cement bags shall be maintained in the said register which shall be signed daily by the contractor or by his authorized agent in token of correctness of the entries.
- 6 The contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

Contractor Page 22 of 37 Executive Engineer

- The contractor shall be responsible for the watch and ward / guard of the work, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the work is physically handed over to the department. No extra payment shall be made on this account.
- The work is to be carried out in the client's premises, where free movement of contractor's vehicle and labour may be restricted. The contractor has to follow the security requirement of client for the campus area viz. entry passes for the labour and vehicle, security checks at entry / exit gates, restriction on movement of vehicles, restricted timings of working etc. BSNL however shall assist the contractor in obtaining such passes for movement of vehicle and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour in the campus area including restrictions in working hours, if there is any.
- 9 The work in general should be carried out following the necessary guide lines/ norms of CPCB (Central Pollution Control Board) and rules of local administration /municipalities / Police authorities. No extra payment shall be made on this account.
- 10 Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer in- Charge , well in advance of actual execution.
- 11 Fine/ Coarse Sand: Wherever the use of river sand is not specified in the relevant item of schedule of quantities, the locally available crushed stone sand shall be used in the work as approved by Engineer-In-Charge and shall conform to the relevant provisions in the CPWD Specifications.
- Cement: The contractor shall procure 43 grade (Conforming to IS: 8112) Ordinary Portland Cement, as required in the work, from reputed manufactures of cement, having a production-capacity of one million tonnes per annum or more, such as A.C.C. L&T, Vikram, Shri Cement, Ambuja, Zuari, Coromandal, Ramco, Dalmia and Cement Corporation of India etc. as approved by Ministry of Industry, Government of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of the relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- 13 Unless otherwise specified in the schedule of quantities the rates for all items of the work below ground level shall be considered as inclusive of cost of pumping out or bailing out of water if required. For which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water or due to any other cause whatsoever.
- 14 GST,Building and other construction workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. For payment of GST, please refer correction slip No. 5 of tender document. Payment of GST shall be governed by it. Nothing extra shall be paid on this account.
- 15 The order or preference in case of any discrepancy as indicated in condition No.8.1 under "Conditions of Contract" given in the General Conditions of Contract for BSNL-2006 form may be read as the following:

Contractor Page 23 of 37 Executive Engineer

- (i) Nomenclature of items as per schedule of quantities.
- (ii) Particular specifications, special and additional conditions etc., as stipulated in tender document.
- (iii) Contract clauses of Standard BSNL Contract form 2006 as corrected and modified up to last date of receipt of tenders.
- (iv) CPWD Specifications.
- (v) Architectural Drawings.
- (vi) Indian Standard Specifications.
- (vii) Sound Engineering Practice.
- (viii) Manufacture Specifications.
- (ix) Decision of Engineer-in-Charge shall be final and binding.

A references made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.

- 16 The Contractor shall be bound to follow the instructions and restrictions imposed by the client department Administration / Police authorities / local authorities on the working and /or movement of labour, materials etc. and or due to less/ restricted working hours or any detours in movement of vehicles. Nothing extra shall be payable on this account.
- 17 The Contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers, etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be payable on this account.
- 18 All material shall only be brought at site as per programme finalized with the respective Engineer-In-Charge. Any pre-delivery of the material, not required for immediate consumption shall not be accepted and thus not paid for.
- 19 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications" (Refer Schedule F) and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes/ Specifications shall be followed and the rates should be all inclusive.
- 20 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting /shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.
- 21 The Contractor shall make his own arrangements for electricity required for the execution of the work. Necessary payment shall be made by the Contractor directly to the department concerned. In case the statutory authority fails to sanction the electric connection or delays the sanction of electric connection, the Contractor shall make his own arrangements by providing diesel generators of adequate capacity at his own cost. No delay on this account shall be accepted. Nothing extra shall be paid on this account.
- 22 The Contractor shall make his own arrangement for backup power at his own cost. No interruption of work shall be accepted due to power failure. Nothing extra shall be paid on this account.

Contractor Page 24 of 37 Executive Engineer

- 23 No walls or terraces shall be cut for making any opening after water proofing has been done without written approval of Engineer-in-Charge. When permitted cutting of water proofing work shall be done very carefully so that other portion of water proofing is not damaged. On completion of work at such place the water proofing work shall be made good and ensured that the opening / cutting is made fully water proof as per contract specifications/ directions of Engineer-in-Charge. Nothing extra shall be payable on this account.
- 24 No structural member shall be chased or cut without the written permission of the Engineer-in-Charge.
- 25 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 26 The contractor, his agents / representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 27 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 28 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 29 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and municipal body / corporation where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.
- 30 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 31 In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.
- 32 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified /specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 33 In case of surplus excavated earth available at site, if the department wants to dump whole or part of surplus earth at a place as directed by the Department, the contractor shall dump it at the place so directed and the carriage for lead beyond 50 metre shall be paid as per Clause 12 of the agreement, otherwise the contractor shall dispose it off with the permission of Engineer-in-charge at the places of his choice and no carriage shall be paid for such disposal.

Contractor Page 25 of 37 Executive Engineer

- 34 Surplus excavated earth which is beyond the requirement of the B.S.N.L shall have to be disposed of the contractor at his own cost beyond the municipal limits or at places identified by the local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge and no payment will be made by the Department for such disposal of this surplus excavated earth.
- 35 In accordance with requirements of the pollution control board:
  - a. The contractor shall ensure that, the vehicles for bringing construction material to the site shall be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours / at such hours as are permitted by the local authorities. Nothing extra shall be payable on this account.
  - b. The contractor shall ensure that, ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Nothing extra shall be payable on this account.
  - c. The contractor shall ensure that, adequate measures to reduce air and noise pollution during construction have been adopted as per CPCB norms on noise limits. Nothing extra shall be payable on this account
  - d. The contractor shall ensure the safety equipments like boots, helmets, safety belts, gloves etc. must be provided for the workers and best and safe engineering practices must be adopted. Nothing extra shall be payable on this account.
  - e. The contractor shall ensure, the stipulations under the provisions of Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006 shall be ensured. Nothing extra shall be payable on this account
- 36 Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water. Nothing extra shall be payable on this account.
- 37 If, any levy / fine is imposed by the regulatory authorities / inspecting authorities on account of violation of the above specified norms, the same shall be recovered from the contractor.
- 38 No Payment shall be made to the contractor for any damage caused during the execution of work because of cause(s) not covered under Clause 43 of the Contract. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
- 39 Some restrictions may be imposed by the security staff etc. on the working and/ or movement of labour, materials etc. and the contractor shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- 40 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable and nothing extra shall be payable on this account. The work shall be carried out without infringing on any of the local Municipal Bye-Laws.
- 41 The contractor shall give a performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra what so ever shall be payable to the contractor for the tests.

Contractor Page 26 of 37 Executive Engineer

- 42 The contractor shall engage licensed plumber for sanitary, water supply, drainage work and also get all the materials and system (including the materials supplied if any, by the department) tested by the Municipal Authority, whenever required, at his own cost including testing fees, transport etc. according to Municipal by Laws. The contractor shall produce necessary certificate from the Municipal Authorities after completion of work. Nothing extra will be paid on this account. The Contractor shall execute the guarantee for removal of defects after completion in respect of water supply and sanitary installation.
- 43 The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.
- 44 Communication and commuting: In order to maintain instant and effective communication at all times, the contractor shall provide one set of communication system to the site so as to receive and pass on the instructions to and from the staff of department/ contractor irrespective their place and location. The rates quoted by the contractor shall be deemed to be inclusive of this cost. No additional payment shall be made to the contractor for providing these facilities.
- 45 Transportation and office Infrastructure:- In order to complete the work within the schedule time if the contractor shall be required to do the work in more than one shift and accepted by the department, the contractor will provide vehicular facilities to the BSNL site staff to reach the site and their residences at his own cost for their services required beyond the normal office hours. In case the contractor fails to provide the facilities, Engineer-in-charge shall be at liberty to make the arrangement themselves and deduct the respective cost from the contractor's bill.

# 46 The intending bidders are advised to visit the site to acquaint themselves of the site conditions before quoting for the work

- 47 All statutory deductions such as contribution to State Construction Workers Welfare Fund and deductions towards income tax and work contract tax etc at the prevailing rates will be recovered from the bills of the contractors and remitted directly to the concerned authorities.
- 48 None of the contractor's representatives/ workers will be permitted to stay in the working place beyond the normal working hours. In case where the work has to be carried out beyond normal working hours prior permission shall be obtained in writing from the competent authority.
- 49 All tools and plants required for the work will have to be arranged by the contractor and shall readily be available at the site of work.
- 50 The contractor shall carry out at free of cost any damage caused to any structure/ property of BSNL on account of the subject construction.
- 51 The intending bidders shall remain aware that this NIT and the conditions contained therein (except for the schedule of quantities) are very brief and indicative in nature as to the fuller terms and conditions including all corrections/ amendments / specific formats etc. of the "GENERAL CONDITIONS OF CONTRACT" as available with the Executive Engineer, which can be had for reference on request, and (or) as available in downloadable form at websitewww.chennai.bsnl.co.in at free of cost. Should there be any difference between the Specific conditions mentioned above and conditions mentioned elsewhere in the General Conditions of Contract, the former shall prevail.

Contractor Page 27 of 37 Executive Engineer

- 52 The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and Employees Provident Fund Scheme 1952, in respect of labourers / employees engaged by the bidder for carrying out works.
- 53 Non compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.
- 54 The claim bill of contractor must accompany.
- (i) The list showing the details of labourers / employees engaged.
- (ii) Duration of their engagement.
- (iii) The amount of wages paid to such labourers / employees for the duration in question.
- (iv) Amount of EPF contributions (both employer's & employees' contribution), paid to the EPF Authorities.
- (v) Copies of Authenticated documents paid to EPF Authorities.
- (vi) A declaration from the bidder regarding compliance of the conditions of EPF Act 1952 must be submitted along with the bid.
- (vii) Copy of latest GST return submitted

Contractor Page 28 of 37 Executive Engineer

#### PROTECTION OF LIFE, PROPERTY AND EXISTING FACILITIES

- 1. The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works, and for keeping the construction site in reasonable safe condition. The contactor shall protect all life and property from damage of losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public
- 2. Copy of Insurance policy for workers, from any of the Nationalized Insurance companies, covering all the workers and Supervisory staff employed/ to be employed, during the course of execution, is to be submitted before commencement of work.
- 3. In this connections, the attention of the contractors are drawn to the safety measures and precautions including code of conduct while safety carrying out the work and also detailed Engineering Instructions enumerated in this tender document.
- 4. Necessary safety belts, helmets, harnesses and other necessary safety equipments are to be adequately provided to all the labourers.
- 5. The contractor shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and over ground structures or other properties and undertake to indemnity and keep indemnified the BSNL from and against all actions, cause of actions, damages, claims and demands what-so-ever either in law or in quality and all losses and damages and costs (inclusive between attorney and clients), charges and expenses in condition therewith and / or incidental thereto.
- 6. The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal or property damages resulting there from.

Executive Engineer (Electrical)

Contractor Page 29 of 37 Executive Engineer

# SCHEDULE-D ADDITIONAL CONDITIONS

(i) GOODS and SERVICE TAX The quoted rate shall be inclusive of GST.

#### (ii) CONSTRUCTION WORKERS WELFARE CESS

Cess under building and other construction worker's welfare cess "Act 1996" and building and other construction workers Cess rules not withstanding anything contained in this contract, cess at the rate stipulated under Clause 3(1) of the Building and other construction worker's welfare Cess Act 1996, shall be recovered from the gross amount of the bill / bills payable under this contract.

#### (iii) OTHER CONDITIONS

- i) Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc., for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc., as may be required for other agencies, conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- ii) All safety precautions are to be taken by the agency for the working labour and inspecting officers by taking appropriate actions. (Insurance, safety helmets, safety belts, glues etc.)
- iii) The contractor shall take instructions from Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- iv) Nothing extra will be paid to the contractor for storing the excavated earth beyond 50 meter lead and bringing back excavated earth to the site for refilling under plinth and in raising the formation level as per the architectural drawing and disposing the surplus available excavated earth. The agency has to make own arrangement for storage and conveyance of the excavated earth. Neither anything extra shall be paid for the disposal of surplus excavated earth beyond 50 m lead nor will anything extra be charged from the agency for giving him possession of the surplus earth. Agency will be at his liberty to take away the surplus earth and dispose it as per his own requirement and convenience.
- v) Nothing extra will be paid separately on account of labour charges and wastages of materials for making any projections or depressions in ACP cladding as required as per architectural drawing.
- vi) Nothing extra will be paid for storing the construction materials like Steel, Cement, Coarse aggregate, fine aggregate etc at any location other than the site of work if required.
- vii) Nothing extra will be paid for providing safety barricade all around the compound construction upto appropriate height with synthetic / jute material to arrest the dust, loose materials and debris falling from the construction site to safeguard the trespassers from injury. The decision of Engineer-in-charge in the matter will be final and binding.
- viii) The Contractor shall provide necessary barricading all around the structure with GI Sheet to arrest all the loose materials spreading during construction to safeguard the trespassers from any injury.

Contractor Page 30 of 37 Executive Engineer

- ix) No hindrance will be given on account of rains during the agreement period, as the work is to start during the period of monsoon.
- x) All materials that are tested for use in the work shall be procured well in advance so that enough time is available for testing and approval of these materials by the Engineer-in-Charge.

### (iv) MATERIAL MAKES

The tenderer has to provide items specified as under for corresponding item of work and no other equivalent item shall generally be accepted. However, the Engineer-in-Charge reserves right to accept any other equivalent item for the work on satisfaction that the stipulated item is not available in the local market or for any other reason.

Contractor Page 31 of 37 Executive Engineer

# LIST OF PREFERRED MAKES FOR VARIOUS ITEMS OF WORK

S.No	PRODUCT NAME	SPECIFICATIONS	APPROVED BRAND
1	Vitrified tiles	Nano tiles of homogeneous full body vitrified tiles of size 600 x 600 mm	Kajaria, Johnson, Somany, Orient, Nitco
2	Ceramic/wall tiles	200 x300 size for walls. 300 x 300 mm for floors	Kajaria, Orient, Somany, Johnson
3	Water closet European	wall mounting with integral flushing tank having capacity of 6 litres	Parryware, Hindware, Jaguar
4	Water closet Indian	white vitreous Orissa pattern of size 580 x 440 mm	Parryware, Hindware, Jaguar
5	Health faucet	15 mm PVC with 1200 mm length flexible hose	water tech, Prayag
6	Wash basin	white vitreous flat back of size 500 x 400 mm with single 15 mm Cp pillar Tap	Parryware, Hindware, Jaguar
7	CPVC pipes	20 mm and 25 mm	Ashirwad, Astral,Finolex, Supreme
8	PVC soil pipe	Conforming to IS	Finolex, Supreme, Avonplast
9	Acrylic emulsion	lighter shades	Asian, Dulux, Berger

I/We hereby undertake that, I/We/my authorized representative have received the copy of the stated list (along with the tender documents) of brand names of various items to be used for the above work and I/we shall quote my rates of various item accordingly.

CONTRACTOR

**Executive Engineer (Electrical)** 

Contractor Page 32 of 37 Executive Engineer

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF (refer note) in the town of	DATED	Between M/s.
term shall unless excluded by or repugnant to be subject or co		
assigns) of the one part and BHARAT SANCHAR NIGAM LIMITED	hereinafter called	the BSNL (which term
shall unless excluded by or repugnant to the subject or contex other part.	t include its succes	sses and assigns) of the
WHEREAS		
A)BSNL is desirous that the construction of	at «	should be executed as
mentioned, enumerated or referred to in the tender included Conditions of the Contract, Special conditions of the contract, Special conditions of the contract, Schedule of Completion of jobs, Schedule of Quantities and Report of Conditions of the Contract, Special conditions of the Contract	ding Press Notice ract, Specification	Inviting Tender, General is, Drawings, Plans, Time
B) The contractor has inspected the site and surroundings of the and has satisfied himself by carefully examination before submisurface, strata, soil, subsoil and grounds, the form and nature of quantities, nature and magnitude of the work, the availability execution of work, the means of access to site, the supply of paccommodation he may require and has made local and incomplete information as to the matters and things referred to having any connection therewith and has considered the nat possible situations, delays, hindrances or interferences to or with be carried out under the contract, and has examined and conthings and probable and possible contingencies, and general ancillary thereof affecting the execution and completion of the him in making his tender.  C) The tender documents including BSNL's Press Notice Inviting Special Conditions of Contract, Schedule of Quantities and Rolling and Possible Conditions of Contract, Schedule of Quantities and Rolling and Possible Conditions of Contract, Schedule of Quantities and Rolling and Possible Conditions of Contract, Schedule of Quantities and Rolling and Possible Conditions of Contract, Schedule of Quantities and Rolling and Possible Conditions of Contract, Schedule of Quantities and Rolling and Possible Conditions and Cond	nitting his tender as of the site and loca of labour and mater ower and water the dependent enquiries or implied in the teture and extent of a the the execution are unsidered all other notification and which are work and which ag Tender, General	to the nature of the of all conditions, the perials necessary for the hereto and the less and obtained lender documents or all the probable and and completion of work to matters, conditions and lental thereto and a might have influenced conditions of Contract,
Special Conditions of Contract, Schedule of Quantities and Ro Drawing, Plan, Time Schedule for completion of work, Letter of of agreed variations with its enclosures copies of which are hel though separately set out herein and are included in the expre	Acceptance of te re to annexed form	ender and any statement in part of this contract
AND WHEREAS		
The BSNL accepted the tender of M/s(reflectionatand conveyed vide In the rates stated in the Schedule of quantities for the work and Schedule of Rates) upon the terms and subject to the condition	etter No accepted by BSNL	datedatatatat
NOW THIS AGREEMENT WITNESSTH &IT IS HEREBY AGREED AND D	DECLARED AS FOLL	OWS:-
1. In consideration of the payment to be made to the contractor hereby convenient with BSNL that the contract complete and maintain the said work and shall do and performentioned or described or which are to be implied and there the completion of the said works and at the said times and in conditions or stipulations mentioned in the contract, AND	ctor shall and will orm all other acts a e-from or may be r	duly provide, execute, nd things in the contract reasonably necessary for
2. In consideration of the due provisions execution, complete BSNL does hereby agree with the contractor that BSNL will part for the work actually done by him and approved by BSNL at sum payable to the contractor under provision of the contractime in such manner as prescribed for in the contract.	ay to contractor the t the Schedule of F	e respective amounts Rates and such other

Contractor Page 33 of 37 Executive Engineer

3. "The contract is subject to the jurisdiction of court at Chennai only" (Where the NIT/ Tender has been issued)

It is specifically and distinctly understood and agreed between BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by 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 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 whereof 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 & on behalf of the contractor				
(BHARAT SANCHAR NIGAM LIMITED) OFFICIAL ADDRESS	(Contractor)				
Date Place	Date Place				
IN PRESENC	CE OF TWO WITNESS				
SIGNATURE NAME	SIGNATURE NAME				
SIGNATURE NAME	SIGNATURE NAME				
on business under the name and style of	R/o				
(hereinafter called the said contractor which	aving its registered office at				
) Shri s/o, and i) Shri s/o					
Act, 1956 and having its registered office a	y duly incorporated under the Indian Companies t in the State ofid Contractor" which expression shall unless the essors and assignees).				

Contractor Page 34 of 37 Executive Engineer

# PROFORMA OF SCHEDULES

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

Nil

Nil

SCHEDULE 'A'

Schedule of quantities: Attached

SCHEDULE 'B'

Schedule of materials to be issued to the

bidder:

SCHEDULE 'C'

Tools and plants to be hired to the Nil

bidder:

SCHEDULE 'D'

Extra schedule for specific As enclosed

requirements/documents for the work, if any:

SCHEDULE 'E'

Schedule of components of Materials, Labour etc.

for escalation:

SCHEDULE 'F'

Reference to General Conditions of contract:

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

Definitions:

2(v) Engineer-in-Charge Executive Engineer (E)

Electrical Division-I, Chennai

2(vi) Accepting Authority Executive Engineer (E)

Electrical Division-I, Chennai

2(x) Percentage on cost of materials and

labour to cover all over heads and profits 10% (TEN)

CLAUSE 5

Time allowed for execution Fifteen (15) Days

Authority to give fair and reasonable extension

of time for completion of work:

Executive Engineer (E)

Competent Authority for deciding reduced rates: Executive Engineer (E)

Clause 25

Competent authority for conciliation: Executive Engineer (E)

Contractor Page 35 of 37 Executive Engineer

### **BSNL EW-8**

Bharat Sanchar Nigam Limited Electrical Wing

Electrical Division: **ED-I, Chennai** Sub Division: **ESD-III, Chennai** 

- I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
- I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
- 3. I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
- 4. If I/We, fail to commence the work specified, I/We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- 5. Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
- 6. I/we agree to furnish to BSNL, Deposit at Call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of award letter. I/We agree to keep the performance bank guarantee valid as per the BSNL terms and conditions.
- 7. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Contractor Page 36 of 37 Executive Engineer

	Signature of Witness (required in the case of bidder's thumb impression is given by the bidder in place of signature) Occupation of Witness:	(Signature of bidder ) (Name & Postal address)					
		Seal of Bidder					
		Date:					
Acceptance of Tender							
The above tender (as modified by you as provided in the letters mentioned hereunder) is							
accepted by me for and on behalf of BSNL for a sum of Rs							
(R	(Rupees)						
Tł	he letters referred to below shall form part of the	his contract Agreement.					
a) b)	•						
		For & on behalf of BSNL					
	Dated						
	Signature :						
	Designation:						

Contractor Page 37 of 37 Executive Engineer