



Bharat Sanchar Nigam Limited

(Electrical Wing)

O/o The Executive Engineer (E)

BSNL Electrical Division-III

No.22, Kellys Road,

Chennai - 600010.

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E-TENDER DOCUMENT

Name of work : Shifting and Installation of 3 Nos Sidwal make 7 TR Precision Package AC Units from TE Harbour to BBMP @ 2nd Floor, TE Haddows Road, Chennai

NIT No : 86/EEE/ED-III/CH/2019-20

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

For E Tender Help Desk of M/s ITI Limited.Tel.No.011 49424365; or Shri. Dinesh , (Mobile: 9894191904), Shri Kirubakaran (Mobile No9962676264), Representatives of M/s ITI Limited & MailId:twhelpdesk680@gmail.com,bsnlthelpdesk@gmail.com

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

The Executive Engineer (Elect), BSNL, **Electrical Division-III, Chennai** on behalf of the CMD, Bharat Sanchar Nigam Limited, invites online Item rate bids from eligible bidders in Single bid system for the following work:

1	Name of work	Shifting and Installation of 3 Nos Sidwal make 7 TR Precision Package AC Units from TE Harbour to BBMP @ 2nd Floor, TE Haddows Road, Chennai
2	Estimated cost put to tender (Rs.)	Rs.4,03,466/- (Excluding GST)
3	Earnest Money (Rs.)	Rs.8069/-
4	Period of completion	One month
5	Last date & time for downloading of tender document by bidder	Up to 11:00 Hrs. on 24-03-2020
6	Last date & time for online submission of tender	Up to 11:00 Hrs. on 24-03-2020
7	Last date & time for submission of original Tender cost and EMD	Up to 11:00 Hrs. on 24-03-2020
8	Date and time for opening of tender	11:30 Hrs. on 24-03-2020
9	Tender cost (Non refundable)	Rs.500/- (+) GST 18%=Rs 590/-
10	E-tender Processing fee (Non refundable)	0.05% of estimate cost subject to the minimum of Rs.500 and Maximum of Rs. 5000 plus GST

(a) Financial Norms:

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

(b) Physical Norms:

2)The manufacturer /authorized dealer/OEM of any of the makes of major equipment included in the NIT. The letter of authorisation from manufacturer in original /photocopy attested by BSNL Executive will be submitted.

OR

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

OR

4) Experience of having successfully completed similar works in BSNL 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.

(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.

For the purpose of this clause "similar works" means "Installation, Testing and Commissioning of 7TR PAC units"

The experience certificate / Completion Certificate shall be issued by an officer not below the rank of Executive Engineer / Assistant General Manager

IMPORTANT NOTE:

1. The self-attested copies of the following documents shall be scanned and uploaded to the e-tendering website within the period of tender submission. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have scanned and uploaded the following documents (and whose uploaded documents are found to be in order), otherwise the bid will not be opened and shall lead to disqualification.
 - a. Tender Fee in the prescribed format
 - b. EMD in the prescribed format
 - c. Certificate of Financial Turnover from Chartered Accountant (Not applicable for BSNL enlisted Electrical contractors)
 - 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. Valid HT Electrical license issued by licensing authority, Govt. of Tamil Nadu(if applicable)
 - g. GST Registration Number Details
 - h. PAN Card
 - i. EPF and ESI Registration certificate (if applicable)
 - j. Undertaking to abide by EW-6 and EW-8 (Form 'A')
 - k. Undertaking regarding EPF and ESI provisions (Form 'B')
 - l. Certificate of work experience issued by client department (Form 'C') if applicable
 - m. Undertaking regarding No Near relative working certificate (Form 'D')

Not uploading the above documents, (even if the documents are submitted physically) shall lead to disqualification.

2. The Physical Tender Fee, EMD, the original authorisation letter by the manufacturer (wherever applicable), (the scanned copies of which are uploaded) shall be deposited in the tender box available in the office of tender opening authority, by the bidder before **11:00 AM** on the tender opening date, failing which the tender shall not be opened.

BSNL EW-6
Bharat Sanchar Nigam Limited
Electrical Wing

Electrical Division: ED-III, Chennai

Sub Division: II, Chennai

Item rate tenders on single bid system are invited on behalf of CMD,BSNL for the work **“Shifting and Installation of 3 Nos Sidwal make 7 TR Precision Package AC Units from TE Harbour to BBMP @ 2nd Floor, TE Haddows Road, 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.

1. Intending bidder is eligible to submit the bid provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority as per the eligibility conditions mentioned in the NIT notification page.
2. The work is estimated to cost **Rs. 4,03,466/- (Excluding GST)** This estimate, however, is given merely as a rough guide.
3. Agreement shall be drawn with the successful bidder on prescribed form as amended up to the date of opening of tender. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **One month** from the 10th day after the date of written order to commence the work.
5. The site for the work is available / or the site for the works shall be made available in parts. The successful bidder shall execute the work in coordination with other agencies working in the campus.
6. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **www.tenderwizard.com/BSNL** at free of cost. The BSNL EW-8 document can be seen from the web site **www.chennai.bsnl.co.in** at free of cost.
7. After submission of the bid, the bidder can re-submit revised bid any number of times but before last time and date of submission of tender as notified. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
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 TELPHONES payable at CHENNAI shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the tender cost in the form of DD shall be **60 days** from the date of opening.
9. The Earnest money deposit (EMD) 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 TELPHONES payable at CHENNAI shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the EMD in the form of DD shall be **60 days** from the date of opening. If the EMD is in the form of CDR/FDR/BG, the validity shall be **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.

10. The Physical **TENDER COST** and **EMD** of which the scanned copy is uploaded shall be deposited by all the bidders **before 11:00 AM** on the tender opening date, failing which the tender shall not be opened.
11. Interested bidder who wishes to participate in the bid shall pay the e-tender processing fee to M/s. ITI Limited through their e-gateway by credit / debit card / internet banking / RTGS / NEFT facility.
12. All the documents as specified in the tender document shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
13. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited e-Tender Processing Fee with M/s ITI Limited and Earnest Money Deposit and other documents fulfilling eligibility criteria, scanned and uploaded are found in order.
14. The last date for online submission of bid is **24-03-2020 up to 11:00 AM** and the bid submitted shall be opened at **11:30 AM on 24-03-2020**. If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
15. The e-Tender processing fee is non-refundable.
16. **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-in-charge up to a maximum period of two weeks on written request of Bidder. The validity period of the performance security in the form of performance bank guarantee shall be: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works. **In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the bidder will not be allowed to participate in the re tendering for the same work.**
17. **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.**
18. In case any discrepancy is noticed in the documents as uploaded at the time of submission of the bid online, then the bid submitted shall become invalid and the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidder shall not be allowed to participate in the retendering process of the work.
19. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.
20. The competent authority on behalf of the CMD does not bind itself to accept the lowest or any other tender and reserves to itself 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.

21. 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.
22. 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.
23. The bidder should give a certificate as per the following that none of his/her relative is employed in BSNL units as per **Form 'D'**. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
 - a. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
 - i. Members of a Hindu Undivided family.
 - ii. They are husband and wife.
 - iii. The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother -in-law).
 - b. The company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The bidder should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
 - c. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the bidder or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the bidders service.
24. 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.
25. The agency has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours/employees engaged by them for this work. Any consequence arising due to non-complying of provisions as specified above shall be the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per **Form 'B'**.

26. **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.
27. 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.
28. This notice inviting tender shall form a part of the contract document. The successful bidder, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender, subsequent amendments issued and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Standard BSNL EW-8 form.

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The intending bidder must read the terms and conditions of BSNL-EW 6 carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
4. Those bidders not registered on the website mentioned above, are required to get registered themselves beforehand. The intending bidder must have valid class-III digital signature to submit the bid.
5. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
6. Bidder can upload eligibility documents in the form of JPG format or / and PDF format. Documents uploaded in any other format, which could not be opened may result in non opening of the bids.
7. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow colour. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO)
8. 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.
9. 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.
10. GST and any other tax applicable in respect of this contract as applicable 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.
11. **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.
12. 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.

13. The Contractor shall, within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of (Forty sixth amendment) act 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

14. Bye laws Indemnity against liabilities:

- a. The bidder shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer-in-charge informed about the notices issued and received.
- 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.

15. 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.

16. 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.

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

FORM 'A'

Undertaking to abide by EW 6 & EW 8

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

(Seal of the firm)

(Signature of Bidder)

FORM 'B'

Undertaking regarding EPF provisions

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

* I/We have employed only ----- persons in our establishment and hence the EPF and Miscellaneous provisions Act, 1952 are not applicable to my / our establishment.

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

In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

* strike out whichever is not applicable

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

(Seal of the firm)

(Signature of Bidder)

Undertaking regarding ESI provisions

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

* I/We have employed only ----- persons in our establishment and hence the ESI and Miscellaneous provisions Act, 1948 is not applicable to my / our establishment.

* I/ We have registered as per the ESI and Miscellaneous provisions Act, 1948 and our registration no is - ----- . We undertake to keep it valid during the currency of contract.

In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

* strike out whichever is not applicable

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

(Seal of the firm)

(Signature of Bidder)

FORM 'C'

Performance report of works

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

Dated:

Executive Engineer or Equivalent /above

FORM 'D'

No Near relative working certificate

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

(Seal of the firm)

(Signature of Bidder)

**MODEL FORM OF BANK GUARANTEE
(For submitting EMD)**

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

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

THE CONDITIONS of the obligation are:

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

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

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

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness

PERFORMANCE SECURITY GUARANTEE BOND

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

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

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

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

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

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

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

Dated the _____ day of _____

for _____ (indicate the name of bank)

IMPORTANT INSTRUCTIONS TO THE TENDERERS

Please note that the offers, which do not comply the following, will not be considered and will be totally rejected. These instructions supersede the BSNL/EW 8 clauses in case of any Disparity.

1 (i) INCREASE /DECREASE OF TENDERED QUANTITY

a) BSNL will have the right to increase or decrease up to 25% of the Contract value depending upon the requirement of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.

b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat orders up to 50% of the quantity of goods and services contained in the running tender/contract within a period of 12 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.

1 (ii) CURTAILMENT OF QUANTITY:-

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

2) COMPLETION OF WORK:-

At the time of issuing NIT for a particular work, the time allowed for completion of work consistent with magnitude and urgency of work is specified. The time allowed for carrying out the work as entered in the contract is reckoned from the tenth day after the date on which the orders to commence the work are given to the Contractor. To ensure good progress of the work during the execution, the contractor is bound in all cases in which the time allowed for any work exceeds one month (except special jobs) to complete 1/8th of the whole of the work before 1/8th of the time allowed under the contract has elapsed, 3/8th of the work before half of the time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. However, for special jobs, if a time schedule has been submitted by the Contractor and the same has been accepted by the Engineer-

in-charge, the contractor shall comply with such time schedule. For Substation, the work is deemed to have been completed after clearance by Electrical Inspector.

3) EXTENSION OF TIME:-

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the

Engineer in charge within 30 days of the hindrance on the account on which he desires such extension as aforesaid, and the Engineer in charge shall if in his opinion reasonable grounds to be shown therefore, authorize such provisional extension of time, if any as in his opinion be necessary are proper.

4) COMPENSATION FOR DELAY :

If the contractor fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to 0.5% per week of the tendered value for the first 10 weeks and 0.7% per week for next 10 weeks and thereafter subject to a maximum of 12% of the tendered value for the location where

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

5) TERMS OF PAYMENT:

Quarterly Payment shall be made after completion of maintenance period. With each bill, a certificate from the Contractor that maintenance has been carried out properly and testing / drills etc. required during the period have been performed in addition to the penalty explicitly indicated under penalty clauses.

6) EPF PROVISIONS:-

The agency has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours /employees engaged by them for this work. Any consequence arising due to non- complying of provisions as specified above shall be the sole responsibility of the firm only.

Agency has to observe all the labour rules & regulation in force. Agency shall be fully responsible for any violation observed at any time.

7) PROGRAMME FOR EXECUTION

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

8) STORES AND SAFETY

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

9) CO-ORDINATION AT SITE

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

10) COMPLETION DRAWINGS

The firm shall supply three sets of drawings/documents after completion of the work but before the proposed date of completion of work.

- ❖ Schematic diagram of control wiring.
- ❖ Operation and maintenance manual.

11) CHANGES IN SPECIFICATIONS

The BSNL reserves the right to make changes in respect of specifications of work if in its opinion same is found necessary. However such alterations shall be made after mutual discussions and agreement between the BSNL and the contractor. Any price implications in this regard shall be mutually discussed and agreed up on in terms of clause 12 of EW forms. The BSNL as matter of principle will not

permit modifications by the contractor in design /specifications of any document /material. However the same can be agreed upon by the BSNL under exceptional circumstances where

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

Or

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

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

12) I.S. Standards:

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

SCHEDULE OF WORK

Name of Work: Shifting and Installation of 3 Nos SIDWAL make 7 TR Precision Package AC Units from TE Harbour to BBMP @ 2nd Floor, TE Haddows Road, Chennai

Sl No	Description of item	Qty	Rate per unit ex. GST	Unit	Total Amount ex. GST	CGST		SGST		Total Amount i/c GST
						%	Amount	%	Amount	
1	2	3	4	5	6 = (3 x 4)	7	8 = (6 x 7)	9	10 = (6 x 9)	11 = (6+8+10)
1	Removing of 7 TR Conventional / Precision Package AC Unit (Indoor & Outdoor unit) along with copper refrigerant pipes / cables i/c disconnecting refrigerant lines, cable, earth and duct connections, purging / pumping down the refrigerant etc. as required.	3 Jobs		job						
2	Removing of 7 TR Conventional / Precision Package AC Unit (Indoor & Outdoor unit) along with copper refrigerant pipes / cables i/c disconnecting refrigerant lines, cable, earth and duct connections, purging / pumping down the refrigerant and shifting the indoor & outdoor units to the location as desired by site engineer within the exchange premises, etc. as required.	2 Jobs		job						
3	Removing of 7 TR Conventional/Precision Package AC Unit (Indoor & Outdoor units only) i/c disconnecting refrigerant lines, cable, earth and duct connections, purging / pumping down the refrigerant and shifting the indoor & outdoor units to the location as desired by site engineer within the exchange premises etc. as required.	1 Job		job						

4	Transportation of 3 sets of dismantled 7 TR Precision Package AC Unit (Indoor & Outdoor) along with Indoor stands, copper refrigerant pipes / cables from 5th floor, TE Harbour to 2nd floor, BBMP, TE Haddows Road, Chennai including loading and unloading with the help of suitable manpower and hoisting cranes/chain pulley block including vehicle hiring charges etc. complete as required.	1 Job	job							
5	Installation, Testing and commissioning of 7 TR Precision Package AC Unit including mounting indoor & outdoor unit on the existing MS stand / frame work, pressure testing, vacuumisation, refrigerant (R407C) charging to the required level etc. complete as required.	3 Job	job							
6	Providing and laying of copper refrigerant pipe lines of following sizes for Hot and cold circuits, leak and pressure testing of refrigerant lines, vacuumising, insulation of refrigerant piping in conditioned space etc. complete as required.									
a	7/8" dia for Hot Gas Line	30 mtrs	mtr							
b	5/8" dia for Liquid Line	30 mtrs	mtr							
7	Providing and laying 4 core 2.5 sq.mm PVC insulated and PVC sheathed armoured copper cable i/c making end termination with brass compression gland etc. as required	60 mtrs	mtr							
8	Providing and fixing GI sheet ducting/plenum of the following sheet thickness and suitable sizes as required along with necessary supports and complete with canvas connection etc. as reqd.									

a	1.00mm (20Gauge)	1 sq m	sq.m							
b	0.80 mm (22 Gauge)	5 sq m	sq.m							
c	0.63 mm (24 gauge)	5 sq m	sq.m							
9	Providing MS frame work/extension to existing frame work/supports/ hangers/cable tray/ piping tray/roofing frame work etc fabricated with the following members i/c cutting, welding, drilling holes, threading the rods, required machine shop work, painting etc. as required.									
a	75 mm x 40 mm ISMC channel	20 mtrs	mtr							
b	50mm x 50mm x 5mm MS angle	20 mtrs	mtr							
c	25 X 25 X 3 mm MS Angle	10 mtrs	mtr							
d	25 x 3 mm MS Flat	10 mtrs	mtr							
10	Supplying and laying following sizes of PVC insulated and PVC sheathed armoured copper conductor cable on surface of wall / existing tray / existing cable tray i/c making end termination with brass compression gland as required									
a	4 Core 1.5 sq.mm	50 mtrs	mtr							
b	4 core 10 sq.mm	25 mtrs	mtr							

11	Laying of copper refrigerant pipe lines of following sizes i/c providing necessary elbows / couplings for Hot and cold circuits, leak and pressure testing of refrigerant lines, vacuumising, insulation of refrigerant piping in conditioned space etc. complete as required.									
a	7/8" dia for Hot Gas Line	25 mtrs		mtr						
b	5/8" dia for Liquid Line	25 mtrs		mtr						
12	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring / cable as required.	100 mtrs		mtr						
Net cost to BSNL										
Total tendered amount i/c GST										

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 & amended up to date".
2	Invoice /Bill shall be pre-printed as per the GST format.
3	The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST
4	The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the terms as specified in the scope of work.
5	No advance payments can be made. Stipulations like levy of interest if payment is not made in a specified time are also not acceptable and the payment is governed by the normal BSNL practice.
6	The HSN / SAC Codes indicated are most appropriate. However, any other HSN/SAC code is applicable, the vendor may give it in writing, in case their tender is accepted, so that the same may be incorporated in the invoices.

Contractor

Executive Engineer(E)

GENERAL SPECIFICATION

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

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

LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

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

24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
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 / Zero trip
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 Systems
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS, Kone, Mitsubishi , Schindler,Johnson

- Any other approved makes as approved till the date of opening of tender shall be included in the approved make.

RELEVANT IS STANDARDS

<u>STANDARDS</u>	<u>TITLE</u>
IS 11171- 1985	Dry type transformer
IS 10028 (Part-I & III)	Installation & Maintenance of Transformers
IS 2099:1986	Bushings
IS 2705	Current transformers
IS 3961 (Part-II)-1967	PVC insulated PVC sheathed Heavy duty cables
IS 2675-1983	HRC cartridge fuse links
IS 13118:1991 IEC 60056	High voltage alternating circuit breaker
IS 9920:2002	High voltage switches-PART-I . switches for rated voltage above 1 KV and less than 52 KV
IS 3427:1997	Ac metal enclosed switch gear and control gear for voltages above 1 KV and upto and including 52 KV
IS 694- 1990	PVC insulated cables for working voltages upto and including 1100 Volts
IS 1248	Electrical measuring instruments and accessories
IS 8130:1984	Conductors for insulated electric cables & flexible cords
IS:15652	Insulating mats

PROFORMA OF SCHEDULES (Operative Schedules to be supplied separately to each intending tenderer)	
<u>SCHEDULE 'A'</u> Schedule of quantities :	Attached
<u>SCHEDULE 'B'</u> Schedule of materials to be issued to the bidder:	Nil
<u>SCHEDULE 'C'</u> Tools and plants to be hired to the bidder:	Nil
<u>SCHEDULE 'D'</u> Extra schedule for specific requirements/documents for the work, if any:	Nil
<u>SCHEDULE 'E'</u> Schedule of components of Materials, Labour etc. for escalation:	Nil
<u>SCHEDULE 'F'</u> Reference to General Conditions of contract :	
Name of work:	As per NIT notification page No 3
Estimated cost of work:	
Earnest money:	
Security Deposit and performance Guarantee	
General Rules & Directions: Officer inviting tender:	Executive Engineer (E) Electrical Division-III Chennai
Definitions:	
2(v) Engineer-in-Charge	Executive Engineer (E) Electrical Division-III Chennai
2(vi) Accepting Authority	Superintending Engineer (E) Electrical Circle-II, Chennai
2(x) Percentage on cost of materials and labour to cover all over heads and profits	10% (TEN)
CLAUSE 5	
Time allowed for execution	One month
Authority to give fair and reasonable extension of time for completion of work:	SE(E),EC-II,Chennai
Competent Authority for deciding reduced rates:	SE(E),EC-II,Chennai
Clause 25	
Competent authority for conciliation:	SE (E) not in-charge of the work.

BSNL EW-8

Bharat Sanchar Nigam Limited Electrical Wing

Electrical Division: III, Chennai

Sub Division: II, Chennai

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
3. I/We agree to keep the tender open for 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 up to 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 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.

