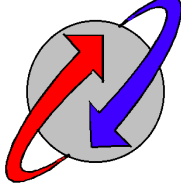


| | | |
|---|---|--|
| <p>(a) Office of The Sub Divisional Engineer(E), (b) BSNL Electrical Sub-Division Shalig Ram Building, Ward No-8, Hamirpur-177001 Tel.No. 01972-224515.</p> |  | <p>BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)</p> |
|---|---|--|

A.

Name of Work: - Provision of Submersible Pump In Admn Building at Hamirpur(HP)

Name of Agency :-

Date of Application :-

Date of issue of Tender Documents :-

Cost of Tender :- **Rs.172.00**

Date of Opening : 15-09-2016

UNDERTAKING

It is undertaken that we have gone through all the clauses /sub-clauses & terms & conditions of the BSNL EW-6 & BSNL EW -8 forms. We abide by that & we understand that the same shall be part & parcel of the agreement.

Signature of Contractor

Sub-Divisional Engineer (E)
BSNL, Electrical Sub-Division
Hamirpur.

B.

**Name of Work: - Provision of Submersible Pump In Admn Building at Hamirpur(HP
INDEX**

| S. No | DETAILS | PAGE |
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| 1 | Correction Slip. | 1 |
| 2 | Web Notification | 2 |
| 3 | NIT (Form BSNL-6) | 4 |
| 4 | TENDER (Form BSNL 8) | 7 |
| 5 | Important note for contractors | 13 |
| 6 | Model Form of B.G. (ANNEXURE – ‘A’) | 18 |
| 7 | Abstract of Cost & Schedule of Work | 22 |
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This certified that this tender document contains 28 pages excluding pages A &B.

CORRECTION SLIP

Addendum/Modification to BSNL EW -8 & BSNL EW -6 Forms Conditions of contract-
Definitions:-

All reference to :-

- i) BSNL EW /Public work department/P&T Department./D.O.T. /B.S.N.L
- ii) D.G. works/ Additional Chief Engineer BSNL EW /Chief Engineer of Zone.
- iii) Administrative Head of BSNL EW /P&T Department.
- iv) BSNL EW Circles/Civil Circle.
- v) Ministry of works, Housing & supply.
- vi) Government.

In various clauses shall be taken to mean :-

- i) Bharat Sanchar Nigam Limited.
- ii) Chief Engineer (E), Bharat Sanchar Nigam Limited.
- iii) Administrative Head of Bharat Sanchar Nigam Limited.
- iv) Telecommunications Electrical Circle.
- v) Bharat Sanchar Nigam Limited (Ministry of Communications)
- vi) Bharat Sanchar Nigam Limited

WEB NOTIFICATION

The Sub-Divisional Engineer (E) B.S.N.L., Electrical, Sub-Division, **Shalig Ram Building, Ward No-8, Hamirpur-177001** invites on behalf of Bharat Sanchar Nigam Limited sealed item rate tenders for the work from the eligible contractors satisfying the following conditions as given below :-

| Name of Work:- | Estimated Cost (Rs) | EMD (Rs) | Last Date Of Receipt of Application (upto 5PM) | Last Date & Time Of Sale (upto 4PM) | Last Date & Time Of Tender | | Time for Completion |
|---|---------------------|------------|--|-------------------------------------|----------------------------|-----------------------|---------------------|
| | | | | | Receipt (upto 3PM) | Opening (upto 3.30PM) | |
| Provision of Submersible Pump In Admn Building at Hamirpur(HP) | Rs. 33090/ | Rs. 662.00 | 13-09-2016 | 14-09-2016 | 15-09-2016 | 15-09-2016 | 15 Days. |

A) Eligibility Conditions

- ❖ Enlisted contractors of BSNL in Electrical category of class IV(E) or above.
- ❖ The Contractor shall have to possess ELECTRICAL LICENCE of appropriate Voltage Issued by any State Govt. Under Clause 45 of compilation of Indian Electricity Rules 1956 or as amended from time to time provided notification in official Gazette, exempt, on such condition.

The contractor shall submit and confirm

Documentary proof of satisfying eligibility conditions and valid Income tax clearance certificate or Chartered Accountant certificate for turn over with attested copies as applicable along with application on their printed letter heads.

- ◆ The tenderer shall submit the tenders in 2 sealed covers marked as cover 1st and 2nd. The first cover should contain the earnest money deposited in the shape of DD/ FDR/CDR/ Bank Guarantee in prescribed form, from the scheduled Bank or Nationalised Bank/State Bank guaranteed by Reserve Bank of India drawn in favour of **ACCOUNTS OFFICER(CASH), o/oB.S.N.L. GMTD Hamirpur(HP)** and the second cover should contain the tender documents. In case 1st cover is not annexed or earnest money is not in proper form, the 2nd cover containing tenders will not be opened at all.
- ◆ The tender documents and all other relevant information/condition can be had on payment of Rs.169.00 inclusive of sale tax in cash/DD (non refundable).
- ◆ In case Holiday is declared on the opening date tender will be opened at 3.30 P.M. on next working day.

3.

Note:- Tender documents can also be downloaded from the web site www.hp.bsnl.co.in The firm to quotes on the tender downloaded from web site shall strictly adhere to following procedure :-

1. The tender shall be submitted in two envelope system.

A. First envelope shall contain tender application (if tender downloaded from WEB), tender fee, attested documents proving fulfillment of eligibility criteria as per the tender notice and EMD in proper form. DD should be attached for tender fee & Bank Guarantee/DD for EMD on Nationalized bank.

B. Second envelope shall contain duly filled tender documents.

The same shall be clearly written on the envelopes

2. The 1st envelope containing tender fee, attested documents providing fulfillment of eligibility criteria and EMD in proper shall be opened first.

In case if:-

- i) Tender fee is not submitted in proper form.
- ii) EMD is not in proper form.
- iii) Firms fails to fulfill eligibility criteria on the basis of documents submitted in envelope.

The second envelope shall not be opened.

3. If any difference /discrepancies found between downloaded. Tender form, Viz a Viz, hard copy issued from Division office / the contents in Draft NIT issued form Div./Circle/CE (E)'s the hard copy /Draft NIT shall be final & binding.

Documentary proof of satisfying eligibility conditions and valid Income Tax clearance certificate or Chartered Accountant Certificate is to be furnished along with the application on printed letter /heads.

The tenders of contractors who do not deposit earnest money in the prescribed manner are liable to be rejected.

- ◆ **Tender documents shall not be sent by Post/Courier.**
- ◆ **Tenders received by post/courier shall not be opened /entertained.**
- ◆ **CONDITIONAL Tenders or Tenders with conditional rebates shall be summarily rejected.**
 - ◆ Validity of tender shall be for **90 days** from the date of opening of tender.

**Sub-Divisional Engineer (E)
BSNL, Electrical Sub-Division
Hamirpur.**

4.

BHARAT SANCHAR NIGAM LIMITED

B.S.N.L. E.W. - 6

NOTICE INVITING TENDER

Item rate tenders are invited on behalf of the **Bharat Sanchar Nigam Limited** from eligible contractors for the work :- **Provision of Submersible Pump In Admn Building at Hamirpur(HP** The work is estimated to cost **Rs. 33090.00**

This estimate, however is given merely as a rough guide.

- 1- Tenders will be issued to eligible B.S.N.L. Contractors subject to their financial limits.
- 2- Agreement shall be drawn with the successful tenderer on prescribed Form No. 8 which is available as a Govt. of India Publication, Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3- The time allowed for carrying out the work will be **15 Days** reckoned from the **10th day** from the date of award.
- 4- The site for the work is available.

OR

The site for the work shall be made available in parts:-

- 5- Receipt of applications for issue of forms will be stopped by **17:00Hrs. on 13-09-2016** Issue of tender forms will be stopped by 16:00 Hrs. on **14-09-2016**

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary document can be seen in the office of the **S.D.E (E), B.S.N.L. ELECTRICAL SUB-DIVISION, Shalig Ram Building, Ward No-8, Hamirpur-177001** between hours of 11.00 A.M. & 04.00 P.M. every day except on 2nd Saturday, Sunday and Public Holidays. Tender documents, excluding standard form no. **EW-8** will be issued from this office, during the hours specified above on payment of **Rs.172.00 inclusive of sale tax** (non- refundable) in cash/DD.

Note:- Tender documents can also be downloaded from the web site [http://www. hp.bsnl.co.in](http://www.hp.bsnl.co.in).

- 6- The tenderers must produce a Chartered Accountant certificate in the revised form as modified under Ministry of Finance CBDT circular No. 153/191/2002-TPL dated 13-02-2003 as amended from time to time before papers can be sold to him.

5.

- 7- Tenders, which should always be placed in sealed envelope with the name of work and due date written on the envelopes, will be received by the **S.D.E (E), B.S.N.L ELECTRICAL SUB-DIVISION, HAMIRPUR** upto 03.00 P.M. on 15-09-2016 and will be opened by him or his authorised representative in his office on the same day at 03.30 P.M.
- 8- The tender shall be accompanied by earnest money of **Rs. 662.00 (Rs. Six Hundred Sixty Two only)** in the shape of DD/ FDR/CDR/ Bank Guarantee in prescribed form, from the scheduled Bank or Nationalized Bank/State Bank guaranteed by Reserve Bank of India drawn in favour of **A.O.(Cash) o/o, B.S.N.L.GMTD Hamirpur(HP)** the amount being credited to Nationalized Bank.
- 9- The description of the work is as follows: - **Provision of Submersible Pump In Admn Building at Hamirpur(HP)** Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may requisite and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 10- The competent authority on behalf of the **B.S.N.L.** 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 assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

Conditional tenders or tenders with conditional rebate shall be summarily rejected.

6.

- 11-**Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 12-**The competent authority on behalf of the **B.S.N.L.** reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 13-** The contractor shall not be permitted to tender for works in the B.S.N.L Electrical Zone (Responsible for award and execution of contracts) in which his near relative is posted in any capacity in BSNL in that zone. He will also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person employed in BSNL, in that zone. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of BSNL.
- 14-** No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors' service.
- 15-** The tender for the works shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the B.S.N.L., then the B.S.N.L. shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 16-** The Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the accepting authority, shall within 7days from the stipulated date of start of the work sign the contract consisting of :-
- (a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard B.S.N.L. E.W. Form-8

7.

CONTRACT

B.S.N.L. E.W. - 8

BHARAT SANCHAR NIGAM LIMITED

STATE : Himachal Pradesh CIRCLE : Shimla

ZONE : Shimla BRANCH : Electrical

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A)Tender for the work of: - **Provision of Submersible Pump In Admn Building at Hamirpur(HP**

- (i) To be submitted by **15.00** hours on **15-09-2016** to **O/o.Sub-Divisional Engineer (E), BSNL,Electrical Sub-Division,ShaligRam Building,Ward No-8,Hamirpur,(HP)-177001**
- (ii) To be opened in presence of tenderers who may be present at **15.30** hours on **15-09-2016** in the office of **O/o.Sub-Divisional Engineer (E),BSNL, Electrical Sub-Division, Shalig Ram Building,Ward No-8, Hamirpur-177001.**

Issued to : _____
(contractor)

Signature of officer issuing the documents _____

Designation **Sub-Divisional Engineer (E)**

Date of issue : _____

T E N D E R

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 Rate & 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 the B.S.N.L. within the time specified in Schedule 'F', viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and a Clause 11 of the Conditions of contract and with such materials as are provided for by and in respects in accordance with, such conditions as far as applicable.

We agree to keep the tender open for **Ninety (90) days** from the due date of submissions thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 662.00 (Rs. Six Hundred Sixty Two only)** is hereby forwarded in the shape of DD/ FDR/CDR/ Bank Guarantee in prescribed form, from the scheduled Bank or Nationalized Bank/State Bank guaranteed by Reserve Bank of India as earnest money.. If I/we fail to commence the work specified I/we agree that the said B.S.N.L. or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained In Clause 12.2 and 12.3 of the tender form.

8.

I/ We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person, other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safely of the State.

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

Dated

Signature of Contractor

Postal Address-----

Witness :

Address :

Occupation :

ACCEPTANCE

The above tender as modified by you (contractor) and as provided in the letters mentioned hereunder is accepted by me for and on behalf of the Bharat Sanchar Nigam Limited for sum of Rs._____

(Rupees _____)

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

- a)
- b)
- c)

For & on behalf of the B.S.N.L.

Signature _____

Dated.....

Designation _____

9.

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

As Per Page No. 20-21

SCHEDULE 'B'

Schedule of material to be issued to the contractor.

| S.No. | Description of item | Quantity | Rates of figures & works at which the material will be charged to the contractor | Place of issue |
|------------------------|---------------------|----------|--|----------------|
| 1 | 2 | 3 | 4 | 5 |
| ----- NIL ----- | | | | |

SCHEDULE 'C'

Tools and plants to be hired to the contractor

| S.No. | Description | Hire charges per day | Place of issue |
|------------------------|-------------|----------------------|----------------|
| 1 | 2 | 3 | 4 |
| ----- NIL ----- | | | |

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any.

----- **NIL**-----

SCHEDULE 'E'

Schedule of component of Materials, Labour etc. for escalation.

CLASUE 10CC

Component of materials expressed as percent of total value of work. "X" = **NIL** .

Component of labour expressed as percent of total value of work. "Y" = **NIL** .

Component of P.O.L. expressed as percent of total value of work. "Z" = **NIL** .

10.
SCHEDULE “F”

Reference to General Conditions of contract.

Name of work: - Provision of Submersible Pump In Admn Building at Hamirpur(HP)

Estimated cost of work : **Rs. 33090.00**

Earnest money : **Rs. 662.00**

Performance guarantee: N/A (Refer page no. 86 of BSNL EW-8 under Schedule “F” of Performa of Schedule).

Security Deposit: 10% of the tendered value. (Refer page no. 86 of BSNL EW-8 under Schedule “F” of Performa of Schedule). The amount shall be refunded after Six Months from the actual date of completion of work.

GENERAL RULES & DIRECTIONS : Officer inviting tender Sub-Divisional Engineer (E)
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below.

Direction :

2(v) Engineer-in-Charge Sub-Divisional Engineer (E)

2(viii) **Accepting Authority** **Sub-Divisional Engineer (E)**
B.S.N.L. Electrical Sub-Division,
Hamirpur.

2(x) Percentage on cost of materials and labour to cover all overheads and profits. 10%

2(xi) Department Bharat Sanchar Nigam Ltd.

2(xii) Standard Schedule of Rates DSR-2012

9 (ii) Standard CPWD Contract form CPWD form 7/8 as modified & corrected upto

Clause 2

Authority for fixing compensation under clause 2. Superintending Engineer (E)

Clause 5

Time allowed for execution of work. **15 Days.**
Authority to give fair and reasonable extension of time for completion of work. Executive Engineer (E)

11.

Clause 7

Gross work to be done together with net payment/ adjustment of advance for materials collected, If any, since the last such payment for being eligible to interim payment.

FIVE THOUSAND

Clause 11

Specifications to be followed for execution of work.

AS PER SPECIFICATION ATTACHED & CPWD

Clause 12

12.1(ii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1(i) & (ii)

DSR-2012

12.1 (iii) Plus/minus the % over the rate entered in the schedule of rates.

-----do-----

12.1(v) A Deviation Limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply

25%
and can be extended up to 50% in urgent nature as per clause 12(a) & (b) Page15

12.1(vi) B(a) Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply

-----do-----

Clause 16 Competent Authority for deciding reduced rates.

Superintending Engineer (E)

Clause 36(i) Minimum Qualification & experience required for Principal Technical Representative.

(a) For works with estimated cost put to tender more than
(i) Rs. 10 Lacs for Civil work
(ii) Rs. 5 Lacs for Elect./Mech. Works

Graduate or retired AE possessing at least recognized diploma.

(b) For works with estimated cost put to tender
(i) More than Rs. 5 Lacs but less than Rs. 10 Lacs for Civil Works.
(ii) More than Rs. 1 Lacs but less than Rs. 5 Lacs for Elect./Mech. Works.

Recognized Diploma holder.
Elect / Mech.

12.

- (c) Discipline to which the Principal Technical Representative should belong. Elect./ Mech.
- (d) Minimum experience of works. 3 years.
- (e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36(i) Rs. 4,000/- p.m. for Graduate
Rs. 2,000/- for diploma holder

Clause 42

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates ___ printed by C.P.W.D. -----N.A.-----
- (ii) Variations permissible on theoretical quantities.
 - (a) i) Cement for works with estimated cost put to tender not more than Rs. 5 Lacs. -----N.A.-----
 - ii) for works with estimated cost put to tender more than Rs. 5 Lacs. -----N.A.-----.
 - (b) Bitumen all works. -----N.A.-----
 - (c) Steel Reinforcement and structural steel sections for each diameter, section and category. -----N.A.-----
 - (d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

| Sl. No. | Description of item | Rates in figures and words at which recovery shall be made from the Contractor | |
|---------|---|--|---|
| | | Excess beyond permissible variation | less use beyond the permissible variation |
| 1. | Cement | | |
| 2. | Steel Reinforcement | | |
| 3. | Structural Sections | | ----- N.A. ----- |
| 4. | Bitumen issued free | | |
| 5. | Bitumen issued at stipulated fixed price. | | |

13.

IMPORTANT NOTE FOR CONTRACTORS

1.0 Tax and Duties:-

1.1 All taxes, Levies, duties etc.(i/c Service Tax) in respect of this contract payable by the vendor & BSNL will not entertain any claim in respect of the same.

1.2 SERVICE TAX- The Service tax shall be reimbursed to the firm on production of proof of payment to taxation authority clearly showing Agreement no./name of work & service tax registration no.

1.3 BSNL shall deduct statutory taxes and duties like income tax, works contract tax etc. excluding Service Tax from payment due to the firm as per rule of the State. Central Government. The Accounts Officer of the concerned division shall issue certificates for such deductions to the firm.

2.0 Work Contract Tax:-

The rates offered by the firm shall be inclusive of the works contract tax as applicable in the state. The Department shall deduct works contract tax from payments due to the firm as per rules of the state Government. Certificates for such deductions shall be issued to the firm by the Accounts Officer of the Division.

3.0 Octroi Certificate:-

“No octroi exemption certificate will be issued by the department”.

4.0 Department reserves the right to accept the quantities in full or in parts.

5.0 SPLITTING OF WORKS:- Nil

100 % work shall be awarded to lowest tenderer.

6.0 VARIATION IN EXCISE DUTY :

Price adjustment provision on account of change in excise duty shall not be applicable.

7.0(a) “SALES TAX AND OTHER TAXES”

Tendered rates are inclusive of taxes and statutory levies payable under the respective statutes. However pursuant to the constitution (Forty Six Amendment) Act 1982, if any further tax or levy is imposed by statute after the date of receipt of tenders and the contractor (s) thereupon necessarily and properly pays taxes or levies the contractor (s) shall be reimbursed the amount also paid provided such payment if any is not in the opinion of SE (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor (s).

14.

7.0(b) The contractor (s) shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of Government and shall furnish such other information/documents as the Engineer-in-charge may require.

7.0(c) The contractor (s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (Forty Six Amendment) Act 1982 give a written notice there of to the Engineer-in-charge that the same is given pursuant to this condition together with all necessary information relating thereto.

NOTE:- No additional condition whatsoever will be accepted for turnover tax/sales tax on works contract . In case of additional conditions for the payment of such claims by the contractor the tender may be liable to be summarily rejected by the accepting authority . (Standing order No. 258)

8. EARNEST MONEY:- Firm has option to deposit earnest money in the of demand draft/pay order of schedule bank of nationalized bank /state bank guaranteed by reserve bank of India drawn in favour of Account Officer, BSNL, Electrical Division Shimla.

9. PERFORMANCE GUARANTEE:

N/A (Refer page no. 86 of BSNL EW-8 under Schedule "F" of Performa of Schedule).

10. SECURITY DEPOSIT:

10% of the tendered value. (Refer page no. 86 of BSNL EW-8 under Schedule "F" of Performa of Schedule).

11. TERMS OF PAYMENT:-

- a) 80% of prorated of the approved price break-up of contract value on receipt of equipment at site.
- b) 10% of prorated of the approved price break up of contract value after successful installation
- c) 10 % of the approved contract value after successful completion of the testing and commissioning.

12. DEVIATION:-

- a) The ordering quantity can be increased/decreased up to the extent of 25 %(deviation limit) without the consent of the firm within the currency of contract. The firm shall execute such quantities at the rate quoted in the tender without any change in terms and conditions of the contract.
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

13. Guarantee & Defects Liability Period

The guarantee shall be valid for 6 (six) months after successful performance testing. The contractor shall guarantee that all the equipment shall be free from any defect due to the defective materials and/ or bad workmanship and also the equipment shall work satisfactorily with performance and efficiencies not less than the guaranteed values.

- a) Any parts found defective during the guarantee period shall be replaced free of cost by the contractor. The services of the contractors personnel, if required during this period shall be made available free of cost to the department.
- b) The contractor shall depute his representative to the site within 36 (thirty six) hours of notification of defects by the department.
- c) The representative of department and firm shall prepare a joint report regarding the nature of defect and remedial action required. Time schedule for such action shall be also finalised.
- d) In case the contractor fails to depute his representative within 36 (thirty six) hours of notification of defects or fails to cause remedial measure within a reasonable time as decided during joint inspection, the department may proceed to do so at the contractor's risk and expenses without prejudice to any other right.
- e) The contractor shall visit and inspect the work in the presence of Department official at least 2 times (once in three months) during the Guarantee period to check the health of the installation as per manufacturer's maintenance schedule. The Engineer-in-charge or his representative shall certify this fact. In case the contractor does not comply with this provision in respective quarter period, the Department will forfeit 10% of security deposit amount for each quarter.

14. 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 work order 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 work order value for the location where the work is delayed and the firm is found responsible for the same. **Flow chart of the procurement process/contract shall be supplied by the contractor and approved by Executive Engineer concerned.**

16.

15. Participation of near relatives of the BSNL employees

All near relatives of 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 detailed guidelines in this regard are given in the following paragraphs :-

I) The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided family.
- b) They are Husband and wife.
- c) The one is related to the other in the 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).

II) As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contact to his official superior. This clause is applicable to all BSNL employees and in view to this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority.

For non executive employees this authority is SSA Head/Circle Head/Chief Engineer Chief Archt./

Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head/Chief Engineer/Chief Archt. Corporate office under whom he is posted.

17.

- III) (a) The company or firm or any other person is not permitted to tender for works in BSNL Units 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 Engineer/Chief Architect/Corporate office for executive employees (those called as Gazatted officers at present). Therefore, it has been decided by the competent authority that a clause must be added in the tender and other related documents that the tenderer should give a certificate that none of his /her such near relative is working in the units as defined above where he is going to apply for tender/work. In case of proprietorship firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
- (b) In respect of case where the tender notice /work related orders have been issued and are waiting for submission the concerned unit should issue corrigendum for inclusion of above clause. However, where tender/work related documents have been opened and are waiting for finalization the certificate may be taken from the company or firm or any other concerned person giving details of the relatives employed in the jurisdiction of the tender. The company or firm or the person concerned will not be debarred in this case but his work will be kept under proper watch to avoid any further complaint. Further, the relative will not be involved in the decision making and execution of the work.
- (c) Where the tenders or the work are already in operation (or awarded) the tenderer may be requested to give details of relatives employed in the jurisdiction of the tender in such cases the tenderer will be allowed to continue the work but special watch may have to be kept about his performance to avoid any complaint. The concerned relative will not be involved in execution and settlement of claims of the contractor.

18.

**ANNEXURE-I
MODEL FORM OF BANK GUARANTEE**

Whereas _____ (hereinafter called "the Contractor(s)
"has submitted its Tender dated _____ for _____)
(Name of 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 B.S.N.L.") in the sum of
_____ for which payment will and truly to be made of the said B.S.N.L., the Bank
binds itself, its successors and assigns by the 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 Bharat Sanchar Nigam Limited 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 Bharat Sanchar Nigam Limited upto the above amount upon receipt of its first written demand, without B.S.N.L. having to substantiate its demand, provided that in its demand B.S.N.L. 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. The guarantee will remain in force as specified in the Tender Document upto and including Thirty (30) days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

**Name of witness
Address of witness**

**Signature of the Bank
Signature of the Witness**

ANNEXURE-II

MODEL FORM OF PERFORMANCE GUARANTEE

I) BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE FOR ELECTRICAL INSTALLATION/O & M/ AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB-STATION WORKS etc.

_____ for _____
_____(Name of work) and

Whereas ----- (here in after called" the Contractor(s)" has submitted its Tender dated _____ for _____(Name of work) and

Whereas------(here in after called" the Contractor(s)" has been communicated the acceptance of its tender dated _____ for _____(Name of work)vide letter No. _____ dated _____ BSNL.

KNOWN ALL MEN by these presents that We _____ of _____ having our registered office at _____(here in after called "The bank")are bound up to _____(here in after 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.

- i) We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)'of any of the terms or conditions contained in the said Agreement or by reason of the contractor(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 _____.
- ii) We under take to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
- iii) We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS(as specified in the agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

20.

- iv) We (name of the bank)_____further agree with the BSNL that the BSNL shall have the further liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s)and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- v) This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- vi) We (name of the bank)_____lastly undertake not to revoke this guarantee during its currency expect with the previous consent of the BSNL in writing .

Dated_____ day of _____

For_____
 (Indicate the name of bank)

21.

DECLARATION TO BE GIVEN BY CONTRACTOR

I.....
S/o.....r/o..... 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”.

DATED: -----

Signature of contractor

22.

ABSTRACT OF COST

NAME OF WORK: - Provision of Submersible Pump In Admn Building at Hamirpur(HP

| S.No. | Description of Items | Amount |
|--------------|-----------------------------|------------------|
| 1. | Total | Rs |
| | | Total Rs. |

Sub-Divisional Engineer (E)
BSNL Electrical Sub-Division
Hamirpur.

23.

Name of work:- Provision of submersible pump at Admn building Hamirpur.

| S.No. | Description of item | Qty | Rate | Unit | Amount |
|-------|--|-----|------|------|--------|
| | Pumps | | | | |
| 1 | supplying,lowering ,testing and commissioning of multistage 40 mm submersible pump set of Min. 5 HP/3.7 KW Coapacity comprising of Pump & Motor directly Coupled suitable for operation on 400 Volts +/- 10% 50 HZ three Phase AC supply Having nomonal speed 2900 RPM dynamically balanced capable of delivering 0.75 litr/sec of water at a head of 90 Mtr including lowering pump in the existing bore well up to the required depth etc complete as reqd.(KSB Cora 7c/22 or similar superior make) | | | | |
| | | 1 | Job | Job | |
| | Total | | | | |
| | | | | | |

(Signature with Seal of Firm)

Sub-Divisional Engineer (E)
BSNL Electrical Sub-Division
Hamirpur.

24.

SPECIFICATION

1. The work shall be done as per the specifications of the Department.
2. The work shall be supervised by the qualified Engineer - in- Charge or his duly authorized representative at the site of work..
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. Any damage done to the building by the contractor during the execution of work shall be made good by the contractor at his risk & cost, if the damages are not made good by the contractor in reasonable time determine by the Engineer - in- Charge the same will be got done at his cost departmentally after serving notice to him.
5. The material used at site of work shall be got approved by the competent authority before its erection at site.
6. All dismantled material shall be the property of the contractor.
7. The material replaced should be of the same make & modal of the existing.
8. No extra payment will be made for any kind of transportation.

**SUB DIVISIONAL ENGINEER (E)
BSNL ELECTRICAL SUB DIVISION
Hamirpur.**

25.

ADDITIONAL SPECIFICATIONS FOR THE WORK (E.I. & FANS)

1. The work shall be done as per current CPWD specifications for electrical works as amended from time to time and Indian Electricity Rules as amended up to date.
2. The work shall be supervised by a qualified over-sear.
3. The layout of the work will be given by the Engineer-in charge or the duly authorised representative, at the site work.
4. The following wiring shall be done in separate circuits.
 - A) Power plug wiring.
 - B) Light and fan point wiring.
 - C) Emergency light and fan point wiring.
 - D) Telephone wiring.
 - E) Circuit wiring.
 - F) Sub main wiring.
5. The number of power plug points shall be one per ckt. As in H.P. heater are used on each ckt.
6. The earthing sets shall be provided in the presence of the Engineer-in-charge or his authorised representative.
7. The contractor will have to submit the completion plan to scale in triplicate in ammonia printed i.e. Blue prints before finally paid, failing which 2.5% of the value of work subject to a ceiling of Rs. 2500/- will be recovered from his final bill.
8. The contractor will have to give the following tests at his cost and intimate test results before final bills are paid.
Nothing extra will be paid to him on this accounts.
 - A) Earth Test.
 - B) Polarity Test.
 - C) Insulation Test.
 - D) Earth continuity test of the recessed conduit pipes.
9. Any demand done to the building by the contractor during the execution of work shall have to made good at his cost and risk. If he does not do it himself within a reasonable time determined by the Executive Engineer (Elect) then the same will be get done at his cost departmentally after giving notice to him.
10. The outlet box is for switches and pipes or conduits etc. For different categories of conduits runs catering for different type of electric wiring as mentioned in clause(4) above shall be painted inside with different colors each signifying the different categories mentioning so as to avoid mixing of various circuits and their wiring and nothing extra will be paid for this account.
11. At the time of laying conduit pipe in the slab and in recess the contractor will keep fish wire of 14 S.W.G. (G.I.) wire through conduit/pipe and will have to take special care so that the conduits do not pass through air conditioning nuts grills, columns, beams etc. If any such necessity is foreseen special written permission of E.E. (Elect) will be obtained before such work is carried out, in case of failure the contractor will not be paid this account. Successful tenderer should recess the conduit in the walls before they are plastered and in collaboration with the cost of the contractor. The conduit/pipes should be mechanically and electrically continues.

26.

12. The Bakelite covers of the tumbler switches, plug & sockets etc. shall not be removed or broken for taking connections. It shall be done at their backs by providing suitable wooden rider in the I.C. boxes, where found necessary. All I.C. boxes for switches, plugs and regulators etc. shall be provided with thick bakelite sheet covers.
13. The runs of various circuits wiring at various places shall be kept minimum by taking the runs on walls, where crossing column is not necessary. This has to be decided before the casting of slab, so that unnecessary length of conduits is not laid therein.
14. All the I.C. distribution boards, sub main boards and their complete fittings shall be sign written, clearly indicating the number of distribution boards, the socket load it is serving and the number of circuits contained in the distribution box.
15. Underground cables both of 220v and 1.1kv grade should be subjected to pressure/insulation tests before and after laying the same in the ducts. In case of unsatisfactory tests, the cost of all repairs and replacements and all extra work of removal and relaying will have to be done by the contractor at his own risk and cost.
16. The contractors will have to use metal clad witches/MCB's/Isolators/MCB distribution boxes and metal clad distribution as given in the schedule of work.
17. A termination of all connections of main boards/sub-main boards/sub-distribution boards will be done by crimping and nothing extra will be payable on this account.
18. Inter-connection between bus-bars and switches i/c and above 100Amps. sub main boards connections, will be done with solid copper conductor with PVC sheathing.
19. For the conduit already laid, recovery shall be made on the basis of DSR-2012 rates plus abatement of this tender on linear basis.

Sub-Divisional Engineer (E)
BSNL Electrical Sub-Division
Hamirpur.

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(Ics=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 / Zerotrip |
| 28 | GI/MS Pipe | ATC / ATL / BST / GSI / ITC / ITS / IIA /JST / Jindal /TTA / Tata/Zenith |
| 29 | Foot Valve | ISI mark |
| 30 | Gate Valve | Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul |
| 31 | Compressors | Carrier/Emerson copeland/York/Danfoss (for chillers only) |
| 32 | Resin Bonded Glass wool | Fibre Glass / Pilkington / UP Twiga |
| 33 | Expanded Polystyrene | BASF(India) Ltd. |
| 34 | Gauge | Feibig / H.Guru / Pricol |
| 35 | Controls | FLICA / Honeywell / Indfoss / Penn- Danfoss / Ranco / Ranutrol / Sporland |
| 36 | Fine Filters | Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity |
| 37 | GI Sheet Essar/Notifier | HSU Jindal / National / Nippon Denro / Sail / Tata |
| 38 | Heat Detector | Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/Honeywell |
| 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 |

NOTE:- Items which are approved from O/o PGM(E) BSNL New Delhi till last date of sale of tender, shall also be accepted.