



BHARAT SANCHAR NIGAM LIMITED

(ELECTRICAL WING)

O/o The Executive Engineer (E) , BSNL Electrical Division
2nd Floor City T.Ex. Bldg, Agrasen Chowk Bilaspur (C.G.) – 495001
Telephone: 07752-222805 / M-09425043566 Email: -
eebsnlbsp@gmail.com

TENDER DOCUMENT (E-Tender)

1. NIT No. :- 24/EE(E)/BSNL-BSP/2022-23
2. Name of Work :- Attending faults on call basis of E.I. & fans, service line cable etc., under Surguja (Ambikapur) Operational Area .
3. Estimated Cost :- Rs. 3,78,714.00
4. E.M.D. :- Rs. 7,574.00
5. Tender Cost :- Rs. 500.00 + 18% GST

Note:-

- (1) Kindly see all clarifications/corrigendum on website & read Bid Document carefully before submission & ensure that all documents are duly authenticated/signed by the Authorized Signatory
- (2) Tender to be submitted online on e-tender website of Central Public Procurement Portal URL <https://etenders.gov.in/>

Certified that this tender document contains 46 Pages only.

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

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CHECK LIST FOR THE TENDERER

(Note :- The bidder shall ensure that Online / offline submission of following documents within the prescribed period of Bid Submission)

Name Of Work:- Attending faults on call basis of E.I. & fans, service line cable etc., under Surguja (Ambikapur) Operational Area .

NIT No. : 24 /EE(E)/BSNL-BSP/2022-23

Name Of The Agency: -

S. No.	Description	Submitted / Uploaded Yes/No	Detail of document Submitted/ Uploaded
1.	The Firms who fulfill the following requirements shall be eligible to bid. Please refer 1.0 under EW – 6		
I.	Average annual turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least 30% of the estimated cost put to tender.		
	AND		
II.	BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.		
2.	The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt /Pay Order/ Banker's Cheque/Bank Guarantee number, amount and date etc.		
	(a) Cost of Bid Document: Amounting to Rs. 500.00 + 18% GST in the prescribed form. Cost of Bid Document should be in the form of Demand Draft/Pay Order/ Online Payment drawn in favour of " ACCOUNTS OFFICER CASH BSNL GMTD BILASPUR " payable at Bilaspur (Demand Draft/Pay Order only). Transaction slip in case of Online Payment , must accompany with tender (Please refer Notice Inviting E-Tender (EW-6) Para-3)		
	(b) EMD - Amounting to Rs. 7,574.00 in the prescribed form. Earnest Money should be in the form of Online Payment / Demand Draft/Pay Order/CDR /FDR/ BG (In prescribed Performa)/ of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of " ACCOUNTS OFFICER CASH BSNL GMTD BILASPUR " payable at Ujjain (In case of Demand Draft/Pay Order only), Transaction slip in case of Online Payment , must accompany with tender. The Validity period of EMD is 120 days, from the date of opening of tender. (Please refer Notice Inviting E-Tender (EW-6) Para-5)		
3	Self Attested (by Bidder or authorized representative having valid power of attorney) copies of following documents. All the document should be valid. – (Please refer Notice Inviting E-Tender (EW-6))		
	(a) Chartered Accountant certificate for turnover		
	(b) PAN Card in proof of PAN No.		
	(c) GST Registration Certificate.		
	(d) EPF Registration certificate		
	(e) ESI Registration certificate		
	(f) Valid Electrical License of appropriate voltage issued by state government of Chhattisgarh.		

	(g) Valid MSE Certificate /Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from cost of Bid document (Tender Fee) / EMD (If eligible) (Valid Category) .		
4.	The tenderer should give a certificate that none of his/her near relative is employed in BSNL units.(In the format as given on Page No.29)		
5.	Duly filled and signed undertaking regarding EPF & ESI Provisions (As per Page No.29)		
6.	Duly filled and signed Undertaking and to abide by EW6 and EW 8 (As per Page No.29)		
7.	Duly filled and signed Tender Submission Undertaking & Declaration :- (As per Page No. 30)		
8.	The bidder shall submit online Scanned copy of original computer printout (downloaded from internet) of Complete Tender document along with Corrigendum if any, duly signed at the end of each page/ Digitally Signed/ Upload through Digital Signature Certificate.		
<p><u>On Line Bid Submission</u> –</p> <p>1. Techno-commercial Envelop - The contractor has to upload the scanned copies of above documents.</p> <p>2. Financial Envelop - The contractor has to Upload Price Schedule.</p>			
<p><u>Physical / Off Line Documents:</u> The following documents are required to be submitted offline in a sealed envelope, in the tender Box at office of The Executive Engineer(E), BSNL Electrical Division, Bilaspur.</p> <p>1. EMD – Bid security (in original), if not submitted through E-Payment mode</p> <p>2. DD/ Banker’s cheque of Tender fee i.e. cost of Bid document (in original), if not submitted through E-Payment mode.</p>			
<p>For any further query regarding tender uploading/downloading pl. contact Executive Engineer(E), BSNL Electrical Division, Bilaspur.</p>			

(Seal of the firm)

(Signature of the contractor)

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

O/o The Executive Engineer (E) , BSNL Electrical Division

2nd Floor City T.Ex. Bldg, Agrasen Chowk Bilaspur (C.G.) – 495001

Telephone: 07752-222805 / M-09425043566 Email: - eeebsnlbsp@gmail.com

No: - T- 11 /EE(E)/BSNL - BSP/2022-23/ 311 Bilaspur Dated 24-03-2023

Notice for inviting e-tender (Form BSNL EW – 6)

The **Executive Engineer (Elect.)**, BSNL Electrical Division, Bilaspur invites online item rate e-tenders on behalf of Bharat Sanchar Nigam Limited (A Government of India Enterprise) from all the eligible firms as per details below:-

NIT No.	24 /EE(E)/BSNL-BSP/2022-23
Name of Work	Attending faults on call basis of E.I. & fans, service line cable etc., under Surguja (Ambikapur) Operational Area .
Estimated Cost put to tender	Rs. 3,78,714.00
Earnest Money	Rs. 7,574.00
Cost of Bid Document	Rs. 500.00 + 18% GST
Time allowed for carrying out the work	06 Months
Validity of the Tender	90 days
Availability of Tender Document on line on e-tender Portal for Tender Submission	24-03-2023 up to 17.00 Hrs.
Date and time of Tender Submission (Tender closing date) Online at e tender Portal.	06-04-2023 2023 up to 11.00 Hrs.
Date and time of Offline Submission of Documents (Tender closing date) at Division office Bilaspur.	11- 04-2023 up to 11.00 Hrs.
Date and time of Tender opening (Opening of Techno-commercial bid Online & Offline)	11-04-2023 up to 11.30 Hrs.
Date and time of Tender opening (Opening of Online Financial/Price- bid)	11-04-2023 at 16.30 Hrs.

1. ELIGIBILITY CRITERIA:

The Contractors satisfying the following condition:-

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

AND

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

2. The Tender documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with and other necessary documents, can be seen and downloaded from website <http://www.chhatishgarh.bsnl.co.in> and Central Public Procurement Portal URL <https://etenders.gov.in> / **free of cost from 24-03-2023 @ 1700 hrs onwards and up to 11.00 Hrs on 06-04-2023**. Physical copy of the tender document would not be available for sale. The Tender document may not be available for download from e-tender portal after its submission / closing date. The official copy of tender document for participating in E-tender shall be available at <https://etenders.gov.in>.

(a) The site for the work is available/ or the site for the works shall be made available in parts.

(b) Before e - tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, the quantities and nature of work, materials necessary for completion of the work, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour, contingencies and other circumstances which may influence or affect his work etc., required for satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.

3. **Cost of Bid Document (Non-Refundable):-**Demand Draft/Pay Order/Online Payment amounting **Rs. 500.00 + 18% GST** drawn in favour of "**ACCOUNTS OFFICER CASH BSNL GMTD BILASPUR**" payable at Bilaspur (Demand Draft/Pay Order only). Transaction slip in case of Online Payment, must accompany with tender.

For Online Payment Bank A/C details is as below –

Account No.	0058002100043926
IFSC code	PUNB0005800
In the Name of (Payee)	ACCOUNTS OFFICER CASH BSNL GMTD BILASPUR
Name of Bank	PUNJAB NATIONAL BANK
Branch Name & Address	PUNJAB NATIONAL BANK Sadar Bazar Branch Bilaspur
E mail of Accounts Officer	aopay.bilaspur@gmail.com

4. E-Tender Processing Fees& Mode of Payment – As applicable for E- tendering Web Site.
5. **Earnest Money amounting to Rs. 7,574.00** in the form of Online Payment / Demand Draft/Pay Order/ FDR/CDR/ Bank Guarantee (Bank Guarantee acceptable in prescribed Performa for Air - conditioning, Engine Alternator sets, Lifts and Sub-Station Works only) of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of "**ACCOUNTS OFFICER CASH BSNL GMTD BILASPUR**" payable at Bilaspur (In case of Demand Draft/Pay Order only), must accompany with tender. Transaction slip in case of Online Payment, must accompany with tender. The Validity period of EMD is 120 days, from the date of opening of tender.

For Online Payment Bank A/C details is as below –

Account No.	0058002100043926
IFSC code	PUNB0005800
In the Name of (Payee)	ACCOUNTS OFFICER CASH BSNL GMTD BILASPUR
Name of Bank	PUNJAB NATIONAL BANK
Branch Name & Address	PUNJAB NATIONAL BANK Sadar Bazar Branch Bilaspur
E mail of Accounts Officer	aopay.bilaspur@gmail.com

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money.

The Cost of bid document and Earnest Money should be submitted through separate instruments.

6. (i) The MSE units shall be exempted from submission of EMD & Cost of Bid documents (Tender Fee) on production of requisite proof in respect of valid certification in valid category from MSME for the tendered item (please note that only 'Micro' and 'Small' category businesses are eligible for this concession). There is no exemption to MSE units/ bidders from submission of Performance Bank Guarantee and Material Security, which they will be required to submit, as applicable, if the tender is awarded to MSE units/ bidders.
- (ii) MSME bidders shall have to produce proof of registration on CPPP with UAM number. The bidders who fail to submit UAM number will not be able to avail the benefits available to 'Micro' and 'Small' Enterprises as contained in Public Procurement Policy for MSE Order, 2012 issued by

MSME. Bids of MSE Bidders, who have not submitted proof of registration on CPPP with UAM number, shall be rejected at the initial stage itself.

(Exemption from payment of earnest money and security deposit by any other unit/ department (Except above MSME bidders) shall not hold good for BSNL.)

7. **On Line Submission:-** E-Tender is invited under two e-envelopes system, the first e-envelope will be named as **TECHNICAL AND COMMERCIAL BID ENVELOP** & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd e-envelope will be named as **FINANCIAL BID ENVELOP** containing financial quote. These e-envelopes shall contain the following documents :-

(a) **TECHNICAL AND COMMERCIAL BID ENVELOP shall contain:-** Following documents to be scanned & uploaded with in the period of On Line Bid Submission.

- i. Cost of Bid documents in the prescribed form (Please refer Para 3 of Notice Inviting E-Tender (EW-6.)) / Transaction slip in case of online payment.
- ii. EMD in the prescribed form (Please refer Para 5 of Notice Inviting E-Tender (EW-6))/ transaction slip in case of online payment.
- iii. Self Attested copies of Documentary proof of satisfying Eligibility Criteria, Testimonials of satisfactory completion of work(s) obtained from an officer not below the rank of Executive Engineer (Please refer Para 1 of Notice Inviting E-Tender (EW-6.)).
- iv. Self Attested copies of PAN Card issued by Income Tax department (In case of Partnership/Pvt. Ltd firm PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed)
- v. Self Attested copies of Chartered Accountant Certificate for turnover
- vi. Self Attested Copies of valid EPF registration certificate.
- vii. Self Attested Copies of valid ESI registration certificate.
- viii. Self Attested Copies of valid GST Registration Certificate or mention as unregistered dealer. In case of multiple GST numbers, all the numbers can be provided as Annexure.
- ix. Self Attested Copies Valid Electrical License of appropriate voltage issued by state government of Chhattisgarh.
- x. Self Attested Copies of Valid MSE Certificate / Udyam Registration certificate(for Micro & Small Enterprise claiming exemptions from cost of bid document (Tender Fee)/ EMD (If eligible) (Valid Category). (Please refer Para 6 of Notice Inviting E-Tender (EW-6.)).
- xi. The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case for proprietorship firm certificate will be given by the sole proprietor, for partnership firm & Limited Company, certificate will be given by the authorized signatory. (In the format as given on Page No.29)
- xii. Duly filled and signed undertaking regarding EPF & ESI Provisions (As per Page No.29)
- xiii. Duly filled and signed undertaking to abide by EW6 and EW 8 (As per Page No.29)
- xiv. Duly filled and signed Tender Submission Undertaking & Declaration (As per Page No. 30)
- xv. The bidder shall submit online Scanned copy of original computer printout (downloaded from internet) of Complete Tender document along with Corrigendum if any, duly signed at the end of each page/ Digitally Signed/ Upload through Digital Signature Certificate. (Bidder please don't quote item rate /amount in this document.)

(Note: - All the documents submitted as above, should be valid on the last date of submission of bid. In case the last date of submission of bid is extended, the documents should be valid on the original date of submission of bids)

(b) **Financial envelope shall contain:-**

- i. Electronic Form- financial bid along with Price

(Tender to be submitted online on e-tender website of Central Public Procurement Portal URL <https://etenders.gov.in/>)

8. **Physical/Offline Submissions:-** In addition to On Line submission, following documents shall be submitted physically (if not submitted through e-payment mode) before or within 5 days of online bid submission end date in the O/o Executive Engineer (Electrical), BSNL Electrical Division, Bilaspur (To be submitted in a sealed envelope in Division office tender Box) and shall be opened as per date mentioned-

- i. Cost of Bid documents in the prescribed form (Please refer Para 3 of Notice Inviting E-Tender (EW-6.))
- ii. EMD in the prescribed form (Please refer Para 5 of Notice Inviting E-Tender (EW-6)).

(Note: - Above document received through Courier / Post shall not be opened /considered at all.)

9. **Type of tender-** : Single stage bidding, two stage opening using two- Electronic Envelope System. The tender will be submitted on line only in two parts.

(a) Part –I :- TECHNICAL AND COMMERCIAL BID

(b) Part - II: FINANCIAL BID

The Technical and commercial bid submitted online at e-tender portal along with offline documents submitted at Division office Bilaspur, shall opened first at office of the Executive Engineer [E] BSNL Electrical Division Bilaspur, on the Date and time of Tender opening (Opening of Techno-commercial bid Online & Offline) as given in NIT.

Online Financial / Price bid submitted by intending bidders shall be opened on Date and time of Tender opening (Opening of Online Financial/Price- bid) as given in NIT, only of those qualified responsive bidders, who's Earnest Money Deposit, Cost of Bid Document, and other required documents as per Para (1), (3), (5), (7) and (8) are found in order and meet the criteria as mentioned in the NIT.

10. Online bid documents submitted by intending bidders shall be considered only of those bidders, whose Earnest Money Deposit, Cost of Bid Document are found in order & as par Notice Inviting E-Tender (EW-6.).

11. Only those documents will be consider, which are uploaded while submission of on line bid (as per Para 7) & physically submitted (as par Para 8), for evaluation of technical & commercial bid, to decide the technically & commercially responsive / non responsive bidder.

12. The tender/bid submitted shall become invalid and cost of tender/bid & e-tender processing fees shall not be refunded if :-

- (i) The bidder is found ineligible after opening of bids.
- (ii) The bidder does not upload / submit online, all the required documents as per NIT.
- (iii) The bidder does not submit the required documents physically as per NIT.
- (iv) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies (Which is required as per NIT), submitted physically in the office of tender opening authority.

The invalid tender /bid shall be treated as non responsive and shall be rejected summarily.

13. The acceptance of a tender will rest with **The Executive Engineer (E), BSNL, Electrical Division Bilaspur**, who does not bind himself to accept the lowest tender or any other tender and reserves the right to reject lowest or all the tenders received without assigning any reason. Tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are also liable to be rejected.

14. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily. Incomplete, ambiguous, unsealed tender bids are also liable to be rejected.

15. For redressal of any vigilance complaints, following officers may be contacted:-

DGM(Vig.) o/o CGMT	DGM (Vig.)o/o CGMT Khamardih, Raipur (C.G.)	0771.2537400	0771.25366100
Chief Engineer(E),BSNL Electrical Zone, Raipur	o/o C.E.(E), BSNL Elect. Zone, 4 th floor, Auto Exch.G.E. Rd.,Raipur	0771.2433101	0771.2433104
CGMT , CG CIRCLE	o/o CGMT,Khamardih,	0771.2229555	0771.2229700

	Raipur(C.G.)		
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16. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
17. The BSNL reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
18. The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the partners/Directors of the company.
 - i) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided family.
 - b) They are husband and wife.
 - c) The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother -in-law).
 - iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as 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 Gazeted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, 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.

The format of the certificate to be given is,

"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 Contractor)

19. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractors service.
20. The tender for the works shall not be witnessed by the contractor who himself/themselves has/ have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
21. The tenders for the work shall remain open for acceptance for a period of **90 days** from the date of opening of the tenders (Technical Bid). If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid 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.

- 22.** Extension of validity : In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
- 23.** The tenderer shall submit the tender document identical to the tender document appearing on web site. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.
- 24.** The tenderer shall furnish a declaration to this effect (incase downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm /organization.
- 25.** General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED are available on BSNL website http://www.electrical.bsnl.co.in/BSNL_EW-8.pdf as well as in the Division Office. In BSNL EW – 8 available in the website in page 1 Circle - Rajasthan Telecom Circle shall read as Circle - Chhatisgarh Telecom Circle and Division – Jaipur shall read as Division – Bilaspur.
- 26.** The intending bidders must have Class-III digital signature to submit the bid.
- 27.** The bidding process will be accepted only through e-Tendering platform. As tenders are invited through e-Tendering process, physical copy of the tender document would not be available for sale. Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e- tendering portal. The document uploaded shall be properly visible & readable. Unreadable document may not be considered for evaluation of technical & commercial bid.
- 28.** Contractor must ensure to quote rate of each item. If cell pertain to individual item rate is left blank and no rate is quoted by the bidder, then rate of such item shall be treated as “0” {Zero}.
- 29.** Agreement shall be drawn with the successful Tenderer prescribed Form No. BSNL EW-8 with up to date correction slip, which is available on BSNL website http://www.electrical.bsnl.co.in/BSNL_EW-8.pdf, as well as in the Division Office shall be the part of agreement. Tenderer shall quote his rates as per various terms and conditions of the said form. Complete Tender document along with Corrigendum if any shall also be made a part of the agreement while entering into the agreement. The successful tenderer / contractor on acceptance of his tender by the Accepting authority, shall, within 15 days sign the Agreement.
- 30.** In case the eligibility credentials & other document submitted by the bidder are found to be fabricated / tempered / manipulated / fake / falsified at any stage i.e. before award of work or during execution of the work or after completion of the work, then (a) the tender bid shall be treated as non responsive and shall be rejected summarily (b) BSNL reserve the right to terminate the contract (c) the contractor will be debarred from tendering in BSNL, including any other action under the contract or existing law.
- 31.** The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid. The bidders shall not be at any stage allowed to revise / modify the financial bid after the opening of Technical and Commercial Bid.
- 32.** Once the bidder has submit his bid through E-Tender, it will be presumed that bidder has understand & accepted all the techno-commercial terms and condition of the tender and no correspondence at later stage will be entertained in this matters.
- 33.** In case the date of offline submission /opening of bid is declared to be a holiday, the date of offline submission /opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date and time, due to any other unavoidable reason will be intimated to all the bidders separately.

34. The department reserves the right to issue any corrigendum in the NIT till prior to the Last date & Time of On line submission of Technical & Financial Bid. The intending tenderers are advised to check the web site time to time.
35. All documents submitted in the bid offer should be in English/Hindi. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. In case of non submission of above, the tender bid shall be treated as non responsive and shall be rejected summarily.
36. The contractor should read the tender documents carefully before submitting the tender.
37. Bidder has to produce original certificates/ documents for inspection whenever required by BSNL. In case of failure of producing original certificates/ documents at any stage, the tender bid shall be treated as non responsive and shall be rejected summarily / BSNL reserve the right to terminate the contract , including any other action under the contract or existing law.
38. There shall be no extension of date for submission of bid for reason of failure of internet link etc. No such request in this regard of the Vendor / Supplier shall be entertained.

Executive Engineer (E)
BSNL Electrical Division, Bilaspur

Copy to: - For information please

1. The General Manager , BSNL Bilaspur BA
2. The SE (E) O/o CE (E) BSNL Elect. Zone Raipur.
3. The Executive Engineer (Elect.), BSNL Elect. Division Bilaspur.
4. The Sub Divisional Engineer (E), BSNL Electrical Sub Division Bilaspur.
5. All Working Contractors.
6. Notice Board.
7. Web-site www.chhatishgarh.bsnl.co.in
8. Concerned Tender File

IMPORTANT NOTES FOR CONTRACTOR

The following important note shall be read in conjunction with general conditions of contract and amendments thereto. If there is any provision in these important notes which are at variance to the provisions in the other documents the provisions in these important notes shall take precedence. The contractor shall read carefully the following important note and shall quote accordingly.

1. Quoting Of Rates and Input Credit to BSNL :-

The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule (Total price inclusive of all levies and charges but excluding ITC i.e. net total cost) of the Bid-document after arithmetical correction but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.

For details please see "Additional Clauses from GST perspective" of tender document.

2. EPF & ESI

The contractor shall comply / fulfill the provisions of the EPF & Misc. Provisions Act.-1952 and Employees Provident Fund Scheme-1952 as amended up to date in respect of labourers/ Employees engaged by them for performing this work.

The contractor shall comply / fulfill the provisions of ESI Scheme & Misc. Provisions Act in respect of laborers/ employees engaged by them for performing this work.

Any consequences arising due to non-complying of the provisions as specified above shall be the sole responsibility of the firm only.

3. Increase / Decrease Of Tendered Quantity

BSNL will have the right to increase or decrease up to 50% of the quantity 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. In exceptional and unavoidable cases BSNL can increase the quantity of goods and services beyond 50 % of the tendered quantity, without any change in tendered and accepted unit price and also other terms and conditions as applicable at the time of award of contract.

4. EARNEST MONEY

The earnest money shall remain in force for 30 days after the period, for which the tenders are valid. (90+30 = 120 days as the tender validity period is 90 days).

Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

5. RELEASE OF EARNEST MONEY

(a) The EMD of the successful tenderer will be returned to the contractor only after submission of performance guarantee & its verification from the issuing bank. The successful tenderer has to extend the validity of EMD as per BSNL requirements.

(b) The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer .

(c) In case the work is not started by the contractor(s), the EMD will be forfeited and BSNL reserve the right to take suitable action against the bidder to withdraw enlistment / debarring from tendering in BSNL / any other suitable action.

6. **Performance Guarantee:** The contractor is required to furnish performance guarantee for an amount equal to 3% 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 award letter. This period can be further extended by the Engineer-in-charge upto a maximum period of 2 weeks on written request of Contractor. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work. In the event of failure on the part of successful tenderer to furnish the performance guarantee within specified period, the EMD will be forfeited and tender shall be cancelled and the bidder will not be allowed to participate in the tendering for the same work.

This performance guarantee shall be submitted in the Electrical Division in the name of concerned Accounts officer.

7. **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 7% of the Tendered value of the work.

8. **Signing of Contract /Agreement:** - The agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL EW-8, which is available on BSNL website http://www.electrical.bsnl.co.in/BSNL_EW-8.pdf, as well as in the Division Office, complete tender document along with corrigendum, correspondence if any, shall be made a part of the contract while entering into the agreement. It will be obligatory on the part of the tenderer to sign each page of the Schedule of work and the tender documents for all the component parts and after the work is awarded he will have to enter into a agreement with the officer concerned.

- If the bidder is a Proprietor, the Agreement shall be signed by the Proprietor or, alternatively, his authorized representative having valid power of attorney for signing the Agreement.
- If the bidder is a firm in partnership, the Agreement shall be signed by all the partners of the firm or, alternatively, by a partner holding power of attorney for the firm.
- If the bidder is a limited company or a corporation, the Agreement shall be signed by a duly authorized person holding power of attorney for signing the Agreement accompanied by a copy of the power of attorney.
- Valid Power of attorney is required to submit at the time of Signing Agreement.

Note:-BSNL may ask the bidder(s) to supply, besides original bid, duly signed additional copy of bids, if required by him.

9. **Terms & Conditions Of Payments**

No advance payment will be made. The payment is governed by the normal department practice and stipulations like levy of interest if payment is not made in a specified time is also not acceptable. No payment shall be made for goods rejected at the site on testing. Payment, if made, for such items shall be recovered from subsequent bills or other bills. BSNL shall deduct statutory taxes and duties from payments due to the firm as per rules of the central/ State Government. The certificate for such deductions shall be issued to the firm by the Accounts Officer of the concerned Division. The payment to the contractors during progress of work shall be regulated as under:-

- (A) 80% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.
- (B) 10% of prorata of the approved price breakup of contract value after successful installation of equipment.
- (C) 5% of the approved contract value after successful completion of performance testing.

- (D) 5% of the approved contract value after successful completion of work in all respect (i.e. after recording date of completion)
- (E) The Printed Bill / Invoice shall be submitted for processing the payment in ERP, as required.
- (F) The payment shall be made as per contract conditions on submission of following Documents duly signed by the authorized signatory of the contractor to the SDE (E) JTO(E) concerned.

Check List For Submission Of Bill/Invoice To SDE(E)/JTO(E)			
S. N.	Details of Documents required	Enclosed Yes / No	Remark
1.	Printed Bill / Invoice in as per GST Rule*		
2.	Input tax credit Amount shall be Clearly mentioned in Bill / Invoice		
3.	Declaration from the contractor regarding compliance of the conditions of EPF Act, 1952 & all Labour Laws / Rules.		
4.	Submission of Labour Report as per Clause 19 D of BSNL EW-8		
5.	Test Certificate & any other document as per contract conditions if any.		

*For details please see “Additional Clauses from GST perspective” of tender document

- 10. RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID :-** The BSNL reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason.
- 11. Bye-Laws Indemnity Against Liabilities: -**
 The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.
 The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages , costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor.
 All liabilities / penal recoveries on matters arising out of tax/excise /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc,. shall be borne by the contractor.
- 12. Currency of contract:-** The Contract shall be valid for 6 Months from the 10th Day of date of award. The Contract can be extended by further period of 6 months by mutual consent on the same terms & Conditions.
- 13. 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 BSNL shall have the option of terminating the contract without compensation to the contractor.
- 14. Indulging of contractor in criminal / antisocial activities and cases under investigation / charge sheeted by CBI or any other government agencies etc. :-** If the CBI / Independent External Monitor (IEM) / Income tax / sales tax / Central Excise / Custom Department recommends such a course – Action will be taken as per the directions of CBI or concerned department.

15. Determination Of Contract:-

The Engineer-in-charge may determine the contract in respect of any delay, inferior workmanship as per clause- 3 of BSNL EW-8 contract conditions.

16. Tax Indemnity clause: - BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier. For details please see "Additional Clauses from GST perspective" of tender document.

17. No Limit to Liability:-

In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the contractor or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liabilities for and agrees to save the BSNL harmless and indemnifies BSNL from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contract or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the contract of the Contractor or any one directly or indirectly employed by either of them or arising in any way from the work called for by this agreement.

18. Following amendment/corrections are made in BSNL EW - 8

- (c) Terms under Para (14A), (14B) & (14C) (Regarding Quoting of rates & Cenvatable amount) of General Rule & Directions shall be governed as per Para (1) under "Important note for contractor"
- (d) Terms under Para (8.1) & (8.2) (Regarding rate Contract & master Agreement) of Condition of Contracts not applicable
- (f) Payment Terms shall be governed as per Para (8) under "Important note for contractor".
- (g) Terms under Clause (8.2) of Clauses of Contracts shall be governed as per latest/ current CPWD general specification for Electrical works (part 1 - Internal) and (part II - External)/ BSNL specifications as applicable
- (h) Clause (10 CC) of Clauses of Contracts not applicable (Stands Deleted).

19. SAFETY CODES AND LABOUR REGULATIONS :-

- (a) In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, and instructions issued from time to time.
- (b) The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work or wherever necessary so as to avoid accident. He shall also indemnify BSNL against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work.
- (c) It shall be firm's liability to follow all safety procedures in accordance with relevant I.S specifications / fire – by – laws or any other statutory rules/ regulations amended up to date during execution of work at site.
- (d) Any problem relating to labour is the firm's sole responsibility. Any such problem observed will be treated as firm's inefficiency and will invite departmental action as deemed fit by department i/c barring of the firm.
- (e) Agency has to observe all the labour rules & regulation in force. Agency shall be fully

responsible for any violation observed at any time.

20. Compensation To Be Levied In Cases Of Use Of Duplicate / Spurious Material :-

- i) Department reserves the right to get inspected any components thereof by the manufacturer / their authorized representative/ authorized testing department, whose report as regards to the genuineness of component shall be final and binding. In case any component upon such inspection is found to be duplicate/spurious, double the cost of such component based on price list (without any discount whatsoever) effective on date of aforesaid inspection shall be recoverable.
- ii) In case the contractor agrees to replace the components so found spurious / duplicate at his cost, within 15 days of the said report compensation of Rs. 3,000/- per component found spurious / duplicate should be levied against the contractor.
- iii) Besides the above the department reserves the right to take disciplinary action against the Contractor.
- iv) Decision of SE (E), BSNL, in such case shall be final and shall be out of purview of arbitration ".

21. Compensation For Defaults :-

- i. Any damage to the installation(s)/building due to the carelessness on the part of firm's staff shall be the responsibility of firm and shall be replaced/rectified without any extra cost.
- ii. Any accident or damage will be the responsibility of agency and the Department will not entertain any claim, compensation, penalty etc on this account or on account of nonobservance of any other requirement of law relevant to his work.
- iii. All breakdown calls / complaints have to be attended by the firm with utmost promptness. If the agency fails to rectify any fault within reasonable time, the department reserves the right to carry out the work at the risk and cost of the agency. In case the fault is of emergency nature, which may affect the normal functioning of the services, and the firm fails to take immediate necessary action, the work shall be carried out at the risk and cost of the firm without giving any notice. The decision of the EE (E) shall be final.

22. Rejection Of Defective Equipment :-

If the completed installation / equipment or any portion thereof, after it is taken over, is found to be defective or fails to fulfill the intent of the specifications, the firm shall on receipt of a written notice from the Engineer – in – charge, forthwith make good the defective installation / equipment.

Should the firm fail to rectify the defects / make good the defective installation / replace the equipment at no extra cost, within a stipulated time mentioned in the written notice, department may get the work done at the risk and expenses of the firm.

23 Changes In Specifications:-

The department reserves the right to make changes in the specifications of the work if in its opinion the same is found necessary. However such alterations shall be made after mutual discussion and agreement between the department and the contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause 12 of BSNL EW-8 The department as a matter of principle will not permit modification or alterations by the contractor in the design/specification of any equipment/material. However the same can be agreed by the department under the exceptional circumstances where:-

- (a) The same is necessitated due to non-availability of material/component of certain

specification or make

OR

- (a) Such alterations constitute an improvement in the opinion of the contractor and department.

Prior written approval of the department is necessary before undertaking any alteration /Modification in the specifications of the equipment.

24 Court Jurisdiction:-

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

Where a contractor has not agreed to arbitration award, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO have been issued.

CONTRACTOR

EXECUTIVE ENGINEER (E)

Additional Clauses from GST perspective

1. DEFINITIONS:-
 - (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL).
 - (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
 - (c) **"The Supplier" or "The Vendor"** means the individual or firm supplying the goods under the contract.
 - (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
2. GST has replaced the taxes which was levied and collected by Centre & State Govt.along with other taxes mainly (a) Central Excise duty (b) Service Tax (c) Central Sales Tax (d) State VAT etc.
3. The bidder shall give the total composite price inclusive of all Levies & Taxes. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
4. The price approved by the BSNL for work will be inclusive of all taxes and duties, packing forwarding, freight and Insurance etc.
5. In case of statutory variation in regard to GST, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However, beyond this period BSNL will take advantage of any GST reduction but will not pay extra on account of GST increase.
6. Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
7. In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
8. The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
9. If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm.
10. If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the supplier.

11. If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
12. **Payment Terms:** For claiming the payment the following documents are to be submitted to the paying authority.
 - (a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
 - (b) E-way bill as prescribed in the GST law in case of movement of goods, if applicable.
 - (c) Proof of payment of GST, if applicable.
 - (d) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

- (i) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
 - (ii) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
 - (iii) BSNL has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by the supplier.
 - (iv) Payment against GST credit will be made only when GST compliant invoice is submitted by the supplier.
13. BSNL can adjust/ forfeit any amount payable to Supplier in any other Contract / Security Deposit / Performance Guarantee / EMD obtained from the supplier, against any loss of input tax credit to BSNL on account of supplier's default. In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoice. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.
14. In case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.
15. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.
16. **Tax Indemnity clause :-**
BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier
17. **GST Invoice:-**
 - (a) All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
 - (b) Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
 - (c) In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
 - (d) It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

- (e) Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL
 - (f) BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.
 - (g) It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice
 - (h) E-waybill number should be mentioned on the invoices.
 - (i) Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
 - (j) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
- 18.** Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:—
- (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
 - (iii) Supplier needs to pay the entire self-assessed tax on timely basis.
 - (iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
 - (v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.
 - (vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case the supplier black-listed by GST Authorities during the tenure of BSNL contract, then no loss of Input Tax credit is borne by BSNL due to a default of supplier .
- 19.** All the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted. It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.
- 20.** GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.

Tender Information & E Tender information to bidder

PART- A (Tender information)

1. Type of tender: Single stage submission & two stage opening.

Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document. Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

2. Bid Validity Period - The bid will remain valid for 90 days from the tender opening date

3. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called Techno-commercial envelope and second envelope called as Financial Envelope containing financial bid/ quote.

a. Techno-commercial envelope shall contain :- 1) Scanned copy of EMD. 2) Scanned copy of payment of cost of tender document i.e. tender fee. 3) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Para (1) of the Detailed NIT. 4) Other necessary documents, certificates and undertakings as per Detailed NIT conditions and check list 5) Scanned copy of the complete set of tender documents duly signed at the end of each page / Digitally Signed for having read it & accepted it.

b. Financial envelope shall contain: 1) Price Schedule

c. Offline Documents: The following documents [if not submitted through E-Payment Online] are required to be submitted offline (i.e. offline submissions) to O/o Executive Engineer [E] BSNL Electrical Division Bilaspur on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

1) EMD – Bid security (in original)

1) DD/ Banker's cheque of Tender fee i.e. cost of tender document (in original).

PART- B---- E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Tender Information', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting Electronic tendering, BSNL Chhattisgarh Circle has decided to use the Portal (<https://etenders.gov.in/>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

1. Broad outline of activities on e-tender portal from Bidders prospective

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on Central Public Procurement Portal (CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- g) Submission of offline documents in sealed envelope to O/o Executive Engineer [E] BSNL Electrical Division, Bilaspur on or before due date & time.
- h) Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- i) Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File name	Allowed or not allowed in CPPP	Reason for allowed /Not allowed
QA Certificate	Not allowed	Space in between words /Characters not allowed.
QA Certificate(1)	Not allowed	Special characters not allowed
QA_Certificate	Allowed	Underscore allowed between Words /characters
QACertificate	Allowed	Upper & lower cases allowed

j) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Central Public Procurement Portal (<https://etenders.gov.in/>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/>) and go to the e-procure link then select Bidders Manual Kit.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated

NIC Helpdesk
Telephone 0120-4200462, 4001002, 400100
E-mail ID cppp-nic@nic.in [Please mark CC: support-nic@ncode.in]

5. Bid related Information

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on <https://etenders.gov.in/>. Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized Representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

NOTE 2: In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

6. Offline Submissions:

The bidder is requested to submit the following documents [if not submitted through E-Payment Online] offline to O/o Executive Engineer [E] BSNL Electrical Division, Bilaspur on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- 1) EMD – Bid security (in original)
- 2) DD/ Banker's cheque of Tender fee i.e. cost of Tender documents (in original).

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://etenders.gov.in/>), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal. The help information provided through 'CPPP User-Guidance Center' is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender
- ii) Submission deadline on CPPP.
- ii) Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- iii) Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
- iv) Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

PROFORMA OF SCHEDULES of EW-8 shall be governed as below				
(Operative Schedules to be supplied separately to each intending tenderer)				
SCHEDULE 'A'				
<i>Schedule of quantities (As per Financial bid)</i>				
Clause 10 :-SCHEDULE 'B'				
<i>Schedule of materials to be issued to the contractor:</i>				
S. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
A	B	C	D	E
-----NIL-----				
SCHEDULE 'C'				
<i>Tools and plants to be hired to the contractor.</i>				
S. No.	Description	Hired charges per day	Place of issue	
1	2	3	4	
-----NIL-----				
SCHEDULE 'D'				
<i>Extra schedule for specific requirements/ document for the work, if any</i>				
	(i) Important notes for contractor			
	(ii) Additional Clauses from GST perspective			
	(iii) List of Approved makes			
	(iv) Section - I :- General Specification			
	(v) Section - II :- General Condition			
SCHEDULE 'E'				
<i>Schedule of component of Materials, Labour etc. for escalation</i>			NIL	
CLAUSE 10 CC			Clause 10CC stands deleted	
SCHEDULE 'F'				
<i>Reference to General Conditions of contract.</i>				
Name of Work :-		As per the NIT documents		
<i>Estimated cost of work:</i>		As per the NIT documents		
<i>Earnest money:</i>		As per the NIT documents		
<i>Performance Guarantee</i>		As per the NIT documents		
<i>Security Deposit:</i>		As per the NIT documents		

GENERAL RULES & DIRECTIONS	
<i>Officer inviting tender</i>	The Executive Engineer (Elect.), BSNL Electrical Division, Bilaspur 2nd Floor City T. Ex. Bldg, Agrasen Chowk Bilaspur(C.G.) - 495001
<i>Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3</i>	As per the NIT documents
DEFINITIONS:	
<i>2(v) Engineer-in-charge :</i>	The Executive Engineer (Elect.), BSNL Electrical Division, Bilaspur
<i>2(viii) Accepting Authority :</i>	The Executive Engineer (Elect.), BSNL Electrical Division, Bilaspur
<i>2(x) Percentage on cost of materials and labour to cover all overhead and profits</i>	10%
<i>2(xi) Standard Schedule of rates</i>	DSR - 2022 for scheduled items & Market rates for others
<i>2(xii) Department</i>	BSNL
<i>9(ii) Standard BSNL/ CPWD contract Form</i>	BSNL EW-6/8 as modified & corrected up to date (available on BSNL website http://www.electrical.bsnl.co.in/BSNL_EW-8.pdf)
Clause 1	
<i>(i) Time allowed for submission of Performance guarantee (If Agency fails to submit the PG within 15 days from the date of acceptance of tender, the EMD amount shall be forfeited absolutely).</i>	15 days
Clause 2	
<i>Authority for fixing compensation under clause 2</i>	Superintending Engineer (Electrical)
(Refer "ESSENTIAL CONDITIONS BROUGHT TO THE ATTENTION OF CONTRACTOR" for amendment in clause 2 of standard form)	
Clause 5	
<i>Number of days from the date of issue of letter of acceptance for reckoning date of start.</i>	As per the NIT documents
Time allowed for execution of work.	As per the NIT documents
<i>Authority to give fair and reasonable extension of time for completion of work</i>	EE(E) / SE(E)
Clause 7	
<i>Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to</i>	As per the NIT documents

<i>interim payment</i>	
Clause 10CC	
<i>Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column</i>	Claus 10 CC stands deleted.
Clause 11	
<i>Specification to be followed for execution of work</i>	As per specifications attached and as per CPWD specifications / latest I.S. Code as applicable, where ever BSNL specifications not mentioned
Clause 12	
<i>12.3 Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.2. (i) and (ii).</i>	DSR-2022
<i>12.5 Deviation limit beyond which clauses 12.2& 12.3 shall apply for foundation work</i>	NA
Clause 25	
Competent authority for conciliation	SE(E) not in-charge of the work/ Any other officer of equivalent /higher rank of SE(E) (i.e SE(Civil) / DGM from Telecom stream of BSNL etc.).
<i>For other Details Please refer BSNL EW-6/8 as modified & corrected up to date (available on BSNL website http://www.electrical.bsnl.co.in/BSNL_EW-8.pdf)</i>	

(A) Tender for the work of:-

Attending faults on call basis of E.I. & fans, service line cable etc., under Surguja (Ambikapur) Operational Area .

Name of Contractor/ Firm - -----

TENDER

1. I /we have read and examined the notice inviting tender, schedules, Specifications applicable , Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract , Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I/We hereby tender for the execution of the work specified for the BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.
3. 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. A sum of **Rs** is hereby forwarded in the form of Deposit at call receipt/FDR//Bank guarantee / of a Nationalized/Scheduled Bank/ Online Payment Through RTGS/NEFT as earnest money . If I/We, fail to furnish the prescribed performance guarantee within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy, amount of EMD with reference to estimated amount will be forfeited. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of EMD with reference to estimated amount and performance guaranty absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
5. Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
6. I/we agree to furnish to BSNL Deposit at call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount as given in proforma of schedule, in a standard format within two weeks from the date of issue of letter of Acceptance. I/We agree to keep the performance bank guarantee valid as per the terms of the NIT.
7. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

(Signature of Contractor)

Dated _____

Seal of Contractor

Signature of Witness:

(required in the case of contractor’s thumb impression is given by the contractor in place of signature)

Name of Witness:

Address:

Occupation:

ACCEPTANCE

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

(Rupees _____)

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

- a)
- b)
- c)

Signature _____

For & on behalf of the BSNL

Designation _____

Dated _____

UNDER TAKINGS/DECLARATIONS FORMS BY TENDERER

None of near relative certificate

Sub : Participation of near relatives of the BSNL employee in the Tender / Execution of works in BSNL units.

Ref : Lt. No. 151-08/2002/0 & M / 38 dtd : 11-09-2002 from O & M Cell , New Delhi.

(a) To be signed by Proprietor in case of proprietorship firm.

(b) To be signed by all partners in case of partnership firm.

(c) To be signed by all the directors in case of a company.

M/s _____

S/o _____

R/o _____

hereby certify that none of my relatives(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 absolute right to take any action as deemed fit / without any prior information to me.

Place :

Date :

SIGNATURE OF CONTRACTOR

UNDERTAKING REGARDING EPF & ESI PROVISIONS

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

- 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.
- I/ We have registered as per the ESI regulation 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".

Place :

Date :

(Seal of the firm)

(Dated Signature of Contractor)

UNDERTAKING A (TO ABIDE BY EW6 & EW8)

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

Place :

Date :

(Seal of the firm)

(Dated Signature of Contractor)

TENDER SUBMISSION UNDERTAKING & DECLARATION

Date: _____

To,

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

a. Certified that

1. I/We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site namely: _____ as per your advertisement, given in the above mentioned website.
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender document from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby unconditionally the terms/conditions/clauses/undertakings contained therein.
3. I / We do hereby undertake to have gone through all the terms & conditions / clauses of the tender documents including Form EW-6, EW-8 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.
4. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
6. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

In addition to above the tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

COPY OF MEMORANDUM

(Ltr No.5-1-12/EW/94 dated 26th Sept.1996)

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

1. In modifications of the existing procedure of Deposit of Earnest Money with each tender in the shape of Cash / Demand Draft / Pay Order, it has been decided by the Telecom Commission to provide for an option to the contractor(s) for depositing Bank Guarantee along with the tenders for Air- conditioning, Diesel Engine Alternator, Lifts and Sub - Station works wherever the amount of EMD is more than Rs. 20,000.
2. The Bank Guarantee shall be from a scheduled bank or from a Nationalized Bank / State Bank guaranteed by Reserve Bank of India.
3. The Bank Guarantee shall remain in force for 30 days after the period for which the tenders are valid.
4. The value of Bank Guarantee to be deposited along with each tender shall be at the rates of Earnest Money prescribed by the Government from time to time. The Bank Guarantee Bond for EMD Deposit shall be as per the Model form at Annexure-A.
5. The Bank Guarantee Deposit by the contractors shall be entered in a register to be maintained by the Divisional Officer / Accounts Officer of the concerned Electrical Division and the register shall be reviewed periodically and appropriate action to be taken for extending / encharging or release of these Bank Guarantee.

(MODEL FORM OF BID SECURITY FORM)
(Bank Guarantee)

Whereas _____ (hereinafter called "The Bidder") has submitted its bid dated _____ for the supply of _____ vide Tender No----- dated.....
 KNOW ALL MEN by these presents that WE _____ OF _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited. (Hereinafter called "The Purchaser") in the sum of Rs _____ for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity.

- (a) Fails or refuses to execute the Contract., if required; or
- (b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser 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 Para 7 of Important note for contractor of the Bid Document up to and including THIRTY (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

MODEL FORM OF PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt -----
----- (hereinafter called 'the said contractor(s)) from the demand under the terms
and conditions of an agreement/Advance Purchase Order No. ----- dated ----
----- made between ----- and ----- for the supply-----
----- (hereinafter called 'the said agreement') of security deposit for the due fulfillment
by the said contractor(s) of the terms and conditions contained in the said agreement, on
production of the bank guarantee for ----- we, (name of
the bank) ----- (hereinafter refer to as 'the
bank') at the request of ----- (contractor (s)) do
hereby undertake to pay to the BSNL an amount not exceeding ----- against
any loss or damage caused to or suffered or would be caused to or suffered by BSNL by
reason of any breach by the said Contractor(s) of any of the terms or conditions contained in
the said Agreement.
2. We (name of the bank) ----- do hereby undertake to pay the
amounts due and payable under this guarantee without any 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 -----.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or
disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any
court or tribunal relating thereto our liability under this present being absolute and
unequivocal. The payment so made by us under this bond shall be valid discharge of our
liability for payment there under and the contractor(s)/supplier(s) shall have no claim
against us for making such payment.
4. We (name of the bank) ----- further agree that the guarantee
herein contained shall remain in full force and effect during the period that would be taken
for the performance of the said agreement and that it shall continue to be enforceable till all
the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its
claims satisfied or discharged or till -----
(office/Department) BSNL certifies that the terms and conditions of the said Agreement
have been fully or properly carried out by the said contractor(s) and accordingly discharges
this guarantee. Unless a demand or claim under this guarantee is made on us in writing on
or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O.) from the
date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the bank) ----- further agree with the BSNL that the
BSNL shall have the fullest liberty without our consent and without affecting in any manner
our obligations hereunder to vary any of the terms and conditions of the said Agreement or
to extend time of performance by the said contractor(s) from time to time or to postpone
for any time or from time to time any of the powers exercisable by the BSNL against the said
Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said
agreement and we shall not be relieved from our liability by reason of any such variation, or

extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

D. 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)

Section - I :- General Specification

The contractor shall do the following works, and therefore their cost shall be deemed to be included in their tendered cost: -

1. Painting of all exposed metal surfaces of equipment's and components with appropriate colour.
2. Testing and commissioning of the completed installation.
3. A qualified Engineer as provided in C.P.W.D. Manual shall supervise the work.
4. The Engineer-in-charge or his duly authorized representative at site of work will give the layout of the work.
5. The contractor shall coordinate with all other agencies involved in the site of work so that the works of other agencies are not hampered due to delay in his work security or other reasons.
6. The work shall be carried out in accordance with the drawing(s) if any, enclosed with tender and also in accordance with modification(s) if any thereto from time to time approve by the Engineer-in-charge, and also instructions from him in the course of execution of the works.
7. All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise). The electrical works shall also conform to C.P.W.D. General Specification for electrical works Part –I (Internal) 2013 and Part- II Latest (External) amended up to date.
8. The works shall also conform to relevant Indian standard codes of practice (COP) for the type of work involved.
9. In all electrical installation works, relevant safety codes of practices shall be followed. The firm shall provide necessary barriers, warnings signals and other safety measures to avoid accidents.
10. Good workmanship is an essential requirement to be complied with the entire work of manufacture/ fabrication assembly and installation shall conform to sound engineering practice.
11. The work shall be carried out under the direct supervision of a first class licensed foreman or of a person holding a certificate of competency issued by the state Govt. for the type of work involved, employed by the contractor, who shall rectify then and there the defects pointed out by the Engineer-in-Charge during the progress of work. The firm shall employ qualified and well-experienced staff specialized in the job and make available duly authorized representative to take instructions from departmental officer during inspection.
12. All tests prescribed in these General specifications, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to the Engineer-in-Charge in prescribed proforma, forming part of the completion certificate.
13. The contractor while handing over the installation shall submit three sets of completion drawings comprising the following.
 - (a) Equipment installation drawings giving complete details of the entire equipment.
 - (b) Electrical drawings for the entire electrical equipment showing cable sizes, equipment capacities, switch-gears ratings, control components, control wiring etc.
14. The ACB/MCCB/SFU etc. shall be fitted on the panel through G.I. hexagonal nut and bolts, self tapping screws/ round headed bolts shall not permitted. Enough clearance on all sides as per manufacturer's recommendation are to be provided while mounting the switches. Horizontal/ Vertical/ or any other type of switch mounting shall be strictly as per practice recommended by the switch manufacturer. Only anodized nut bolts and washers shall be used in current circuits.
15. LT/MV panel shall be fully assembled and tested from factory. Local assembly of components at site is not permitted. L T panel shall be, completely dust and vermin proof with neoprene gasket.
16. All material shall be provided as per department product list/ specification unless otherwise specified or as approved by engineer in charge.
17. The work shall be carried out according to approved drawings / details which can be seen in the office of the engineer in charge which could be suitably issued to the successful tenderer for execution of the work and as per the instruction of the Engineer in charge. However, the department reserves the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout.

18. The departmental material if any shall be issued to the contractor "Free of Cost" from the Electrical Division Store Bilaspur. It will be the responsibility of the contractor to collect and carriage the same to site of work for which nothing shall be paid for this. Any surplus of unutilized materials shall be returned in good condition by the contractor to the store at Bhopal, failing which recovery will be made at specified panel recovery rates. Safe storage of the materials and watch & ward there of till completion of work/ handing over to the department shall be the responsibility of the contractor and nothing extra shall be paid for the same. Any breakage/ loss due to handing/ shifting/ installation shall be the responsibility of the contractor. The quantity shown in schedule are approximate, the same shall be issued as per actual requirement & requisition of the contractor, during execution of work.
19. Any damages done to the building during the execution of electrical works shall be the responsibility if the electrical contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer- in- charge. If he does not do it himself within a reasonable time determined by the Executive Engineer (E) then the same will be done at his risk by the department after giving notice to him.
20. Bad workman ship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer- in- charge. The progress of the electric works are to be co- ordinate in accordance with the building works and no claimed for idle labour will be entertained by the department.
21. All the debris of the electrical works should be removed and the contractor should clear the site immediately after the occurring of debris. Similarly the contractor should immediately clear of any rejected materials from the site.
22. Earthing strip/ wire shall be connected with the existing systems at site.
23. The contractor or his representative is bound to sign the site order book as and when required by the Engineer- in- charge and to comply with the remarks therein.
24. All connections and inter-connection at the SDB's switches and power out-lets shall be carried out with crimped lugs/thimbles. Nothing extra shall be paid on this account.
25. The contractor shall make his own arrangement at his own cost for electrical/general tools and plants required for the work.
26. The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department. However if there is any delay in construction from the dept. side, the installation may be taken over in parts but the decision on the same shall be binding on the contractor.
27. All dismantle material shall be hand over to the Engineer in charge at the time of measurement. The safe custody of the dismantle material shall be the responsibility of the contractor till the handing over to the Engineer in charge.
28. The contractor shall check whole installation & submit the list of faulty items to be replacing to bring the Electro-mechanical services in working & good condition. Without intimation to the Engineer in charge no material will be replace.
29. The contractor will arrange necessary tool & plant to check the electrical installation.
30. Materials to be used in work shall be of ISI marked, whenever such ISI marked material are available or as approved by engineer in charge.
31. Erection of pole, cable laying in ground, earthing sets & other hidden items shall be done in the presence of Engineer in charge or his duly authorized representative at the site of work.
32. The contractor must see the proposed site for the work and study the specifications and conditions to tender carefully before tendering. No claim of any sort shall be entertained on account of site condition or ignorance of specifications and conditions.
33. All civil works such as construction of foundation of equipments with masonry, cutout, chasing etc. or the steel supports as may be required is included in the scope of works if not specified otherwise in the schedule of work and nothing extra shall be paid for the same.

34. The firm shall commence the work only after obtaining prior permission from the Engineer in-Charge.
35. Necessary tools and plants shall be arranged by the firm. Modern tools and equipments shall be used for handling of equipments / materials, drilling, cutting etc. so that minimum noise, vibrations and disturbance to the building/occupants/ equipments can be achieved.
36. All fittings, unit assemblies, accessories, hardware, foundation bolts, terminal blocks for connection and miscellaneous materials and accessories of items of works which are useful and necessary for efficient assembly and working of the equipment shall be deemed to have been included within the scope of the work in the tender and within the overall details for complete item whether they have been specifically mentioned or not.

Section - II :- General Condition

1. Firm should have round the clock contact Telephone / Mobile number(s).
2. The workers engaged by firm should maintain proper discipline and good behavior with occupants.
3. The firms shall remove such workers from the site whose behavior is found improper. Executive Engineer's decision shall be final.
4. Any damage to the installations building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm and be replaced / rectified without any extra cost.
5. The agency will provide the workers with necessary T&P, Testing and safety equipments.
6. Any accident or damage during maintenance / operation will be the responsibility of the agency and the department will not entertain any claim, compensation, penalty, etc. on this account or on account of non observance of any other requirement of law relevant to this work.
7. Agency has to observe all the labour rules and regulations in force by the Govt. time to time.
8. It is responsibility of the contractor to ensure good character and antecedents of the workers before employing.
9. Dismantled materials shall be returned to the Department except those items for which the replacement is supplied by the agency.
10. The department reserves the right to carry out any work at the risk and cost of the agency, if the agency fails to perform any duty as per the contract. The decision of the Engineer in-charge shall be final and binding on the contractors.
11. The tender must obtain himself at his own expense all the information necessary for the purpose of tendering.
12. Inspect the site and acquaint himself with all the local conditions, means of access to work and nature of work etc. No claims shall be entertained on these accounts.
13. The contractor shall not sublet the work or part thereof; however services of specialized agencies for specific work can be obtained.
14. The staff engaged by the firm shall bear I-card during attending the fault, issued by the agency.
15. The department reserves the right to terminate the contract by giving notice of one month duration at any time during the currency of contract without assigning any reasons and without any kind of claim by contractor.
16. Shut down for maintenance shall be taken with prior approval of the department.
17. The work shall be carried out as per current CPWD specifications and as per latest IS Code.
18. In case of unsatisfactory performance during maintenance period maximum penalty up to 1 % of bill amount shall be imposed. The decision of the Engineer in-charge shall be final and binding on the contractors.
19. All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise). The electrical works shall also confirm to C.P.W.D. General Specification for electrical works Part –I (Internal) 2013 and Part- II Latest (External) amended up to date.

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 Filter	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 / ArunaAgenices / 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 :

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

PRICE BID (SCHEDULE OF QUANTITY)

Name of Work :- Attending faults on call basis of E.I. & fans, service line cable etc., under Surguja (Ambikapur) Operational Area .

NIT No. : 24 /EE(E)/ BSNL-BSP/ 2022-23

Name of Contractor / Firm :-

S.No	Item Description	Total quantity		Basic Unit Price excluding all taxes & charges	GST						All inclusive Unit cost	Amount of Input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	Total price inclusive of all charges	HSN for goods and SAC for services
					CGST		SGST		IGST							
			3.a		Rate	Amount	Rate	Amount	Rate	Amount						
1	2	3	3.a	4	5	6=4x5	7	8=4x7	9	10=4x9	11=4+6+8+10	12=6+8+10	13=11-12	14=3x13	15=13x1	16
1	Visit charges to check and detect the fault of Electro-mechanical Services (i.e. EI & Fans / Distribution Boards / LT Panel /Capacitor Panel / Service Line Cable / All Distribution Cables / Air Conditioner / DG Set / Water Supply Pump / Compound Light etc.) on call basis / complaint basis within the area of respective OA , attending the minor faults involving petty nature material (i.e. insulation tap / small pieces of wire etc.) / and submission of detailed report for all type of fault to Engineering -In-charge etc complete as reqd. (Note:- (1) The visit will be made as per instruction of the Engineer-in-charge (2) If any site attended only 1 visit will be considered for payments till															

Un Priced Schedule

	rectification of faults . (3) Distance of site will be considered from OA Head office to site of work (4) Dismantling , Providing & Fixing Charges of any material required shall be paid as per schedule below / as an extra Item).																			
	(a) With in Municipal area of OA Head quarter	5	Jobs																	
	(b) Beyond Municipal area and Up To 50 kMs	10	Jobs																	
	(c) 51 kM to 100 kMs	5	Jobs																	
	(d) 101 kM to 200 kMs	3	Jobs																	
2	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts,10kA "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.																			
	(a) Single pole	10	Nos.																	
	(b) Single pole and neutral	2	Nos.																	
	(c) Triple pole	5	Nos.																	
	(d) Triple pole and neutral	2	Nos.																	
3	Supplying and fixing following rating, four pole, 415 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.																			
	(a) 40 Amps	2	Nos.																	
	(b) 63Amps	2	Nos.																	
4	Supplying and fixing DP sheet steel enclosure on surface/ recess along with 25/32amps 240 volts "C" curve DP MCB complete with connections, testing and commissioning etc. as required.	2	Nos.																	

Un Priced Schedule

5	Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc. as required.																			
	(a) 5/6 amps switch	20	Nos.																	
	(b) 15/16 amp switch	10	Nos.																	
	(c) 3 pin 5/6 amp socket outlet	10	Nos.																	
	(d) 6 pin 15/16 amp socket outlet	20	Nos.																	
6	Providing & Fixing following items i/c dismantling of faulty items connection , testing & commissioning etc as reqd.																			
	(a) 18 Watt LED Bulb with Holder	20	Nos.																	
	(b) 4'-18 W LED Fitting	20	Nos.																	
	(c) 2.5 mfd capacitor for ceiling fan	5	Nos.																	
	(d) 4 mfd capacitor for ceiling fan	5	Nos.																	
	(e) Fan regulator	5	Nos.																	
7	Supplying & laying 3 core 2.5 sqmm flexible PVC insulated & sheathed copper cable for electrical connection as reqd. (ISI make)	30	Mtrs.																	
8	Supplying and Laying/ fixing of PVC insulated and PVC sheathed/ XLPE aluminum conductor of 1.1 KV grade cable , of following size on surface / open Air / Pipe / duct etc. including termination as required .(Make :- ISI make)																			
	(a) 2 X 10 Sq. MM (Unarmoured)	75	Mtrs.																	
	(b) 4 X 10 Sq. MM (Unarmoured)	125	Mtrs.																	
	(c) 4 X 10 Sq. MM (Armoured)	100	Mtrs.																	
	(d) 4 X 16 Sq. MM (Unarmoured)	100	Mtrs.																	

Un Priced Schedule

	(e) 4 X 16 Sq. MM (Armoured)	50	Mtrs.																
	(f) 3.5 X 25 Sq. MM. (Armoured)	25	Mtrs.																
	(f) 3.5 X 50 Sq. MM (Armoured)	25	Mtrs.																
9	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.	450	Mtrs.																
10	Providing & fixing 63Amp four pole side handle operated off load changeover switch in sheet steel enclosure i/c cable connection ,etc as reqd.	1	Nos.																
11	Providing & Fixing following rating porcelain cut out on existing board I/c connection as reqd.																		
	(a) 32 Amp rating	5	Nos.																
	(b) 63 Amp rating	5	Nos.																
12	Taking out the submersible Pump Motor set from the existing bore well complete with G.I. pipe water proof cable etc. by help of chain pulley block, clamp by making necessary scaffolding as required.	1	Jobs																
13	Lowering of submersible pump set complete with all accessories like jointing materials, steel rope etc. complete as required.	1	Jobs																
14	Dismantling and Re- installation of centrifugal pump motor set on its existing base and commissioning the same after re-connection the suction and delivery pipe line, electric connection etc. complete as required.	1	Jobs																
15	Re-winding of following Monoblock / Submersible pump motor set with super enameled of copper wire of suitable size along with heat varnishing testing, checking i/c transportation charges &																		

Un Priced Schedule

	servicing of pump etc. complete as required.																		
	(a) Up to 3 HP Submersible Pump set	1	Jobs																
	(b) Up to 3 HP Monoblock Pump set	1	Jobs																
16	Supply & Replacement of 3 x 2.5 sq,mm, flat PVC insulated & PVC sheathed copper submersible cable from pump to terminal box of tube well tops complete with necessary jointing etc. as required.	40	Mtrs.																
17	Supply/replacement & fixing of 415 V DOL starter suitable for operation of pump motor set of up to 5 HP rating , with suitable relay range connection testing, checking, etc. complete as required.	1	Nos.																
	Total																		

Un Priced Schedule

	Notes for bidder:
1	Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
2	If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the Goods and Services Tax (GST) in column 7 to 12
3	The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
4	In case , dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14
5	* %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e as %age of Col.4)
6	The FF & packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper, Lead base price, changes in duties & taxes of item, etc.
7	Bidder must mandatorily mention HSN & SAC numbers
	Declaration by bidder

1	We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date”.
2	“We hereby certify that HSN/ SAC shown in column 18 are correct & credit of GST for the amount shown in column 14 above are admissible as per GST Laws.

Signature and seal of bidder