

**TENDER DOCUMENT**

Name of Work :-SITC of 3 phase,D.T.C operated L.T. TOD Meter for USO sites in Nagpur Dist.

**NIT No** :- /EEE/BSNL/NGP/10-11.

Issued to: M/s \_\_\_\_\_.

( Not to be filled if tender is downloaded from the internet/website)

Date : \_\_\_\_\_

( Not to be filled if tender is downloaded from the internet/website)

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

**1.1.1.1 UNDERTAKING BY CONTRACTOR ONLY IF THE TENDER DOCUMENT IS  
DOWNLOADED FROM WEBSITE**

I / we wish to state that the tender document has been downloaded by me / us from the website and the same tender document is sealed and submitted. In case if there is any change between the document submitted by me / us and the Draft NIT, then the Draft NIT which is seen by me/ us shall prevail.

Signature of Contractor with SEAL

**DETAILS OF OFFICERS FOR REDRESSAL OF ANY COMPLAINT:**

SR. NO.	DETAILS OF OFFICER	POSTAL ADDRESS	LANDLINE TELEPHONE /MOBILENUMBER	FAX NUMBER
1	CGMT, MH Circle	CGMT, BSNL, 6 <sup>th</sup> Floor 'A' Wing Admn.Bldg, Juhudanda, Santacruz(W), Mumbai – 400054	022-26616999	022-26616777
2	SSA Head	PGMT, BSNL, 1st Floor, Zero Mile ,Nagpur-01[MS].	0712-2533855	0712-2520056
3	DGM(Vig.), MH Circle	D.G.M. (Vig.) – O/o CGMT, BSNL, 6 <sup>th</sup> Floor 'A' Wing, Admn.Bldg, Juhudanda, Santacruz(W), Mumbai – 400054	022-26616715	022-26615774
4	DE(Vig)/SDE(Vig)	DE[Vigilance],O/OPGMT, BSNL, 1st Floor, Zero Mile ,Nagpur-01[MS].	0712-2521153	0712-2527669

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**APPROVED DRAFT N.I.T.****N.I.T. NO.** : / EEE/ BSNL/NGP/10-11**NAME OF WORK** : SITC of 3 phase,DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.**INDEX**

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Certified that this Draft NIT contains 22 (Twenty Two) pages and Standard Form EW 8[ ITEM RATE TENDER AND CONTRACT FOR ORIGINAL WORKS] containing 88 (Eighty Eight ) pages.

**Name of Agency : [ To be filled by agency ]**

**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. Of India Enterprise)**  
**NOTICE INVITING TENDER**

**No.58(3) /2010-11/SDEE(II)/BSNL/NGP/ 190**

**Dtd.:-18/05/ 2010**

Sealed tenders are invited from firms satisfying eligibility conditions for the work of  
**SITC of 3 phase,DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.**

The tender documents can be downloaded from our website [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) →  
Tender Notice → Electrical Wing or can be obtained from the Sub Divisional Engineer (E) , BSNL  
Elect. Sub Division(II), Nagpur, on all working days. For any clarifications please contact on  
Phone: 0712-2530444.

**Sd/-**

Sub-Divisional Engineer[Elect]  
BSNL, Elect. Sub-Division(II)  
Nagpur

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### WEB NOTIFICATION

The Sub Divisional Engineer[E], Bharat Sanchar Nigam Ltd., Electrical Sub Division(II), 4 th floor CTO building , CTO Compound ,Nagpur-01(M.S), invites on behalf of the B.S.N.L. sealed item rate tenders for the following work, from the eligible contractors satisfying the following conditions.

S. N	NAME OF WORK	NIT No.	EST. COST	EMD	PAYBLE	COMPL. TIME	TENDER COST
1.	SITC of 3 phase,DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.	46/EEE/BSNL/NGP/2010-11	Rs.47,999 /-	Rs.960/-	AO BSNL Civil Divn Nagpur.	One Month	Rs.150+V. A.T

#### Eligibility Criteria :-

Registered Electrical Contractors of BSNL subject to their Financial limits corresponding to the estimated cost of work.

#### General Conditions for all Works :-

Contractor shall submit and confirm:

1. Latest Chartered Accountant Certificate in lieu of Income Tax Certificate, attested copy of Pan card, valid Service Tax Registration Certificate, Maharashtra Value Added Tax Registration to be furnished along with application.
2. List of works completed of the requisite magnitude along with attested copies of certificates, testimonials of their satisfactory completion from the Department concerned obtained from an officer not below the rank of Executive Engineer.
3. The Tendered shall submit the tenders in 2 sealed covers marked as cover 1st and 2nd. The first cover should contain the earnest money deposited in the shape of Demand Draft / Pay order/ FDR of a Scheduled Bank or Nationalized Bank / State Bank, Guaranteed by Reserved Bank of India drawn in favour of Accounts Officer Civil Division BSNL Nagpur payable as shown above and the second cover should contain the tender documents. In case 1st cover is not annexed or Earnest Money is not in proper from the 2nd cover containing tenders will not be opened at all.

Conditions and detailed tender forms can be had from this office up to 4:00 PM on all working day on payment of above-mentioned tender cost (Non refundable). Also the Conditions and detailed tender forms are available on the website add: [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) in the issued tender form or downloaded copy duly filled along with the necessary documents shall be submitted upto 3:00PM on **01/06/2009**. In case holiday is declared on opening day the tender will be opened on the next working day.

Last date of receipt of Application :- 28/05/2010  
 Last date of issue of Tender :- 29/05/2010  
 Date of submission of tender :- 01/06/2010 ( Up to 3.00 PM)  
 Date of opening of tender :- 01/06/2010 ( Time 3.30 PM )

NOTE:- The firm who quotes on the tender downloaded from web-site shall strictly follow the instructions given below.

1. Two separate envelopes shall be used for (a) Tender fees, documents proving fulfillment of eligibility criteria & EMD in proper form; (b) Duly filled tender document. The same shall be written on the envelopes.

2. The envelope consisting Tender fees, documents proving fulfillment of eligibility criteria & EMD in proper form shall be opened first. The second envelope shall not be opened in following cases

- (i) Tender fees not available in first envelop.

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(ii) Firm will unable to fulfill eligibility criteria according to the papers available in first envelop.

(iii) EMD shall not be in proper form.

The tender of the contractor who does not deposit EMD in the above said manner will be summarily rejected.

Sub-Divisional Engineer [Elect]  
BSNL, Elect. Sub-Division(II)  
NAGPUR.

No.: 23[104]/2010-11/EEE/BSNL/NGP/ 811

Dtd. 18 /05/2010

Executive Engineer [E]  
BSNL Elect. Division, Nagpur

No.: **58(3) /2010-11/SDEE(II)/BSNL/NGP/190**

**Dtd.:-18/05/ 2010**

- Copy to:
- 1] The S.E.[E] BSNL Electrical Circle, Nagpur.
  - 2] The PGMT , BSNL , Nagpur
  - 3]All the Executive Engineers of the concerned Circle.
  - 4-5] The D.G.M.[Vig.], BSNL, Mumbai/ SSA head of concerened circle.
  - 6] The S.D.E..[E] BSNL Elect. Sub-Dn I / Nagpur/  
Bhandara/Chandrapur/Wardha/Yeotmal
  - 7] The A.O. BSNL Elect. Division, Nagpur.
  - 8] Notice Board .
  - 9] All Working Contractors.

Sub-Divisional Engineer [Elect]



Sub-Divisional Engineer[E], BSNL Electrical SubDivision(II) Bharat Sanchar Nigam Ltd., 4 th floor  
CTO Building , CTO Compound ,Nagpur-01(M.S).

Electrical Division : Nagpur

Sub Division : Nagpur (II)

**NIT No. : 1. Division: /EEE/BSNL/NGP/10-11**

### NOTICE INVITING TENDER

(As per Tendering procedure in BSNL revised up to date)

01. Tenders in the prescribed form are hereby invited on behalf of the BSNL for the work of :

a)	<b>Name of work</b> SITC of 3 Phase, DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.
b)	<b>Division</b> :- BSNL Electrical Division ,Nagpur,
c)	<b>Estimated cost:-</b> Rs. 47,999/-
d)	<b>E.M.D. :-</b> Rs. 960/-
e)	<b>Time:-</b> One Month
f)	<b>Cost of Tender documents :-</b> Rs.150 /- +VAT as applicable.
g)	<b>SD</b> : 10% of the tendered value of work subjected to maximum of Rs 5 lakhs.

**02.** (a) Printed forms of tenders 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 by the persons whose tender may be accepted, can be purchased, at the Divisional / Sub divisional office between the hours of 11:00 hrs and 16:00 hrs. every day except on Sundays and public Holidays on payment of **Rs. 169/-** in cash.

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

(c) The tender forms can also be downloaded from the website.

(d) Before 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, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.

**03.** Tenders which should always be placed in sealed covers with the name of the work written on the envelope will be received by the Executive Engineer/ Sub Divisional Engineer (Elect.) Division/ Sub-Division Up to 1500 hours on **01.06.2010** and will be opened by him in his office on the same day at 15.30 hours.

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04. The time allowed for carrying out the work will be One Month from the 10<sup>th</sup> day after the date of written order to commence the work.

05. Issue of tender form will be stopped two days before the date **01.06.2010** fixed for opening of tenders. Tenders will be sold on working days, no tenders will be sold after 16:00 hours.

06. a) Earnest Money amounting to **Rupees 960/-** in the form of demand draft/FDR/ BG/ CDR of nationalized /scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of **Accounts Officer, BSNL Civil Division Nagpur** must accompany each tender and each tender should be in two sealed covers, one cover containing the EMD in proper form and other cover containing tender , super scribed as “ Tender for the work of **“SITC of 3 Phase, DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.** .”and addressed to Executive Engineer (E)/ Sub Divisional Engineer (Electrical) BSNL, Electrical Division/Sub Division. The Validity period of EMD is 120 days, from the date of opening of tender. In case of e-tendering ,each tender should be in two sealed coves, first containing credentials for meeting the Eligibility conditions along with the cost of tenders and EMD in proper form, second cover containing tender documents. The credentials shall be self attested and certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of tender opening. After verification of the contents of this envelope then second envelope containing the bid document shall be opened.

b) The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.

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

07. a) The contractor should submit and confirm Chartered Accountant Certificate in respect of turn over and other registration certificate [Enlistment in BSNL, Electrical License, Sales Tax] with attested copies(self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI) as applicable along with the application on printed letter head for purchase of tender.

b)The contractor shall submit and confirm his permanent account number (PAN) issued by the Income Tax Department.

c) The tenderer should submit the valid WCT/ Sales Tax/ VAT registration certificate

08. i) Performance Guarantee: The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee / CDR/FDR/DD (of a nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge up to 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.

ii) Security deposit: In addition to performance guarantee stated above, a sum @10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work.

09. The acceptance of a tender will rest with the **Sub Divisional Engineer[E]** who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.

10. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

11. The BSNL reserves itself 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.

12. i) 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 Directors of the company.

ii) 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

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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 Gazetted 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 Sh ..... 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 )

**13.** 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.

**14.** 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.

**15.** 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 separate agreement for each component with the officer concerned.

**16.** Any tender not submitted in proper manner or if it contains too many corrections, over writings of absurd rates, and absurd amount will be liable to be rejected and the BSNL will be at liberty to take such action as it may deem fit without any reference to the tenderer.

**17.** The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely.

**20.** 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.

**21.** Unsealed tenders will be summarily rejected.

**22.** The contractor should read the tender documents carefully before submitting the tender.

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23. Agreement shall be drawn with the successful tenderer on prescribed form. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

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. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard form.

**26. ELIGIBILITY CRITERIA:-**

**To be Filled in by EE/ SDE.**

**Registered Electrical Contractors of BSNL subject to their Financial limits corresponding to the estimated cost of work.**

Documentary proof of satisfying above conditions, latest Chartered accountant certificates, attested copy of Pan card and Valid Maharashtra / Goa Sales Tax Registration for execution of Works Contract Tax, Valid service tax Registration to be furnished along with application

Signature of Divisional Officer/ Sub –Divisional Officer

.....  
For and on behalf of BSNL.

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**BHARAT SANCHAR NIGAM LIMITED  
( A Government of India Enterprise )**

CIRCLE – NAGPUR TELECOM CIRCLE  
BRANCH : EW

DIVISION - \_NAGPUR  
SUB DIVISION – (II) Nagpur

(A) Tender for the work of:- **SITC of 3 Phase, DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.**

(i) Issued to (contractor) \_\_\_\_\_  
(ii) Tender Cost \_\_169/-\_\_\_\_\_ (iii) Receipt No. \_\_\_\_\_  
(iv) Date of application \_\_\_\_\_ (v) Date of issue \_\_\_\_\_  
(vi) Signature of officer issuing the documents \_\_\_\_\_  
(vii) Designation SDE(E) \_\_\_\_\_

(B) (i) To be submitted by (time) 15.00 hours on (date) 31/05/10 to  
SDE(E) S/Dn.(II) Nagpur

(ii) To be opened in presence of tenderers who may be present at 15.30 hours on  
31/05/10 in the office of SDE(E) S/Dn.(II) Nagpur.

**T E N D E R**

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

2. I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

3. I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

4. A sum of Rs..... is hereby forwarded in the form of Deposit at call receipt/FDR//Bank guarantee of a Nationalised/Scheduled Bank as earnest money. If I/We, fail to commence the work specified I/We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

5. Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.

6. I/we agree to furnish to BSNL Deposit at call receipt/FDR/Bank guarantee of a Nationalised/ Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of award letter. I/We agree to keep the performance bank guarantee valid for one year from the date of actual completion of work.

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

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communicate information/derived there from to any person other than to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Signature of Witness  
(required in the case of contractor's thumb impression is given by the contractor in place of signature )  
(Name & Postal address)

(Signature of contractor )  
Seal of Contractor

Occupation of Witness

Date:

**ACCEPTANCE**

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

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

- a)
- b)

Dated .....

For & on behalf of BSNL  
Signature \_\_\_\_\_  
Designation

### PROFORMA OF SCHEDULES

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

#### **SCHEDULE 'A'**

Schedule of quantities: Appended from page 13.

#### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

Sr. No.	Description of item	Quantity	Rates in figures and words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
	Nil			

#### **SCHEDULE 'D'**

Schedule Appended from page 14 .

<b><u>SCHEDULE 'F'</u></b>	
Reference to General Conditions of contract.	
Name of work:	<b>SITC of 3 Phase, DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.</b>
Estimated cost of work:	<b>Rs. 47,999/-</b>
i) Earnest money :	<b>Rs. 960/-</b>
ii) Performance guarantee	
iii) Security Deposit :	10% of the tendered value of work subjected to maximum of Rs 5 lakhs.
GENERAL RULES and DIRECTIONS:	Officer inviting tender SDE (E), BSNL Electrical Sub-Division(II), Nagpur.
<b>Definitions:</b>	See below
2(v) Engineer-in-Charge	Sub Divisional Engineer[E] , BSNL Electrical Sub-Division(II), Nagpur.
2(viii) Accepting Authority	Sub Divisional Engineer[E] , BSNL Electrical Sub-Division(II), Nagpur.
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	10%
Standard contract Form	BSNL EW Form 8, Latest .
<b>Clause 1</b> Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	NA
<b>Clause 2</b> Authority for fixing compensation under Clause 2.	SE (E) BSNL Electrical Circle Nagpur

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<b>Clause 5</b> Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days
Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work.	<b>One Month.</b> EE (E) BSNL Electrical Division, Nagpur
<b>Clause 10CC</b> Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	18 months.
<b>Clause 12</b> 12.2(iii) Schedule of rates for determining the rates for additional, altered or substituted items that can not be determined under 12.2.(i) & (ii)	NIL
<b>Clause 12</b> 12.2(iii), plus/minus $\pm$ the % over the rate entered in the schedule of rates	NA
<b>Clause 12</b> Deviation Limit beyond which clauses 12.3 shall apply	25%
<b>Clause 25</b> Competent Authority for Conciliation	SE (E) BSNL Electrical Circle Nagpur
<b>Clause 30.2</b> Minimum Qualifications and experience required for Principal Technical Representative.	
i For works with estimated cost put to tender more than Rs. 2 lakh but less than Rs.5 Lakhs for Elect/ Mech. Works	} Recognized diploma holder
ii For works with estimated cost put to tender more than Rs. 5 Lakhs for Elect/ Mech.Works	
Recovery to be effected from the contractor in the event of not fulfilling provision of clause 30.5	Rs.4,000/- p.m. for Graduate Rs.2,000/- p.m. for Diploma holder

### SCHEDULE OF QUANTITY

NAME OF WORK:- SITC of 3 phase, DTC operated L.T. TOD Meter for USO sites in Nagpur Dist.						
S.N	Description of item	Qty.		Rate	Unit	Amt
1	Supplying & Fixing of DTC, CT operated 3 Phase 4 wire L.T. TOD meter for DT application with RS 232 communication port ( L&T / Secure Make- MSEDCL approved ) suitable for 25 KVA / 63 KVA Transformer in existing M.S Box to accommodate meter including wiring with 4 core 2.5 Sq.mm PVC insulated PVC sheathed copper conductor armoured cable for sensing supply connections , earthing with G.I. pipe including testing the meter and CT's etc. as required .					
a)	For CT Ratio : 50/5	1	Nos.		Each	
b)	For CT Ratio : 100/5	3	Nos.		Each	
	Note: Complete system including Meter shall be as per MSEDCL approved . Test Report of Meter , co-ordination with MSEDCL also included in the above item , nothing extra shall be paid on this account till handing over.					
Total						

**Note:**-In case of ambiguity, between schedule and specifications, schedule shall prevail. If there is ambiguity between “schedule and specification” verses IS / BS standards, “schedule and specification” shall prevail. All the drawings shall be got approved from Engineer In charge before manufacturing.

Sub-Divisional Engineer(E)  
BSNL, Electrical Sub-Divn (II),Nagpur

SDE(E)

Contractor

**SCHEDULE "D"**  
**(I) "IMPORTANT NOTE FOR CONTRACTORS"**

**1) TAX AND DUTIES: -**

The firm shall quote rates for all items inclusive of all, taxes, duties and octroi but excluding octroi for EA set. The octroi actually paid for EA set shall be refunded as per actual on production of valid original receipt and other concerned original documents of the octroi levying authority specifying the materials. No concessional form in any shape shall be issued by the BSNL.

**2) WORKS CONTRACT TAX: -**

- a) The rates offered by the firm shall be inclusive of works contract tax as applicable in the state. The BSNL shall deduct work contract tax from payments due to the firm as per rules of the state Government. Certificate for such deductions shall be issued to the firm by the Accounts officers of the concern division.
- b) In case the work is awarded for the sites in Goa state where less WC tax has been levied by the State Govt., there will be a reduction of 1 (One) % in the total contract value. The decision of SE (E) in this regard shall be final & binding to the agency.

**3) SERVICE TAX:-**

**Firm shall have valid service tax registration.**

**The rates offered by the firm shall be exclusive of the service tax as applicable . The firm shall claim service tax with the bill clearly furnishing the complete details of service tax so included. BSNL under no circumstances , will consider any claim of service tax not included in the bill . It will be the firm's responsibility to settle service tax with service tax authorities.**

**4) CONTRACT shall be governed as under:**

1 The agreement shall be signed between the firm & Executive Engineer (E) BSNL Elect. Division, Nagpur within a fortnight from the date of approval.

1. Award letter shall be issued by Executive Engineer (E) to the firm giving all details.

2. Formal work contract agreement will be made between the Executive Engineer (E) & the firm on the basis of specimen agreement & the schedule of work. The date of commencement for individual works shall be reckoned from the 10<sup>th</sup> day after the date of award letter. The period of completion shall be Seven Days from the date of award letter.

3. No work shall be undertaken without:

- a) Proper Award letter as per (2) above.
- b) Completion of agreement as per (3) above.

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

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

c) The contractor(s) shall within a period of 30 days of imposition of any further tax or levy

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pursuant to the Constitution (Forty Sixth amendment) Act 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto BSNL does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rates.

**NOTE:** No additional condition whatsoever will be accepted for turnover tax/sales tax on works contract. In case of additional conditions for the payment of such taxes by the contractor the tender may be liable to be summarily rejected by the accepting authority. No conditional offer shall be entertained and rejected.

(Standing order No.258)

Firm has option to Deposit Earnest money in form of Bank Guarantee for A/C jobs in BSNL's attached format and manner (Annexure – I)

**7. Certificate to be furnished by contractor about relative(s) working in BSNL.**

The format of the certificate is: -

“ I \_\_\_\_\_ S/o \_\_\_\_\_ r/o \_\_\_\_\_ hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. Incase at any stage, it is found that 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.”

Note: The relatives for this purpose are defined as: -

- a) Members of 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) and son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

**9) GUARANTEES AND DEFECT LIABILITY: -**

The guarantee shall be valid for twelve months after successful commissioning.



## SPECIAL CONDITIONS OF CONTRACT

### 1. Security Deposit

- (a) Security deposit at the rate of 10% in accordance with the terms of agreement will be deducted by the BSNL from progressive payments made to the firm for all the running works. However bank guarantee on scheduled banks is acceptable in lieu of security deposit.
- (b) The security deposit held with BSNL or bank guarantee in lieu of security deposit shall be released only after successful completion of final performance cum seasonal test or one year after successful completion of initial acceptance test in respect of individual works, whichever is later.

### 2. Compensation for Delay

Compensation for delay shall be as stipulated under clause 2 of BSNL EW-8.

The compensation for delay which is limited to 0.5% of work order value for the first ten weeks and 0.7% for next ten weeks and thereafter subject to a maximum of 12% of the work order value for the location where the work is delayed and the firm is found responsible for the same.

### 3. Change in Specifications

1. BSNL 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 BSNL 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.
2. Modifications or alterations by the contractor in the design / specifications of any equipment/material will not be permitted by BSNL as a matter of principle. However the same can be agreed by BSNL under the exceptional circumstances where
  - a) The same is necessitated due to non-availability of material/component of certain specification or make
  - OR
  - b) Such alterations constitute an improvement in the opinion of the contractor and BSNL.
3. Prior written approval of BSNL is necessary before undertaking any alteration/modification in the specifications of the equipments.

### 4. Packing, Forwarding and Storage at site

Before dispatch to site, the equipment / component / materials shall be properly packed so as to afford protection against transit damages and damages against storage in open areas either at transporter's premises or at work site. Special care shall be taken in respect of sensitive items like heat transfer surface of cooling coils, air-cooled condenser etc. When storage in open area is inevitable proper waterproof covering shall be provided to protect damages on account of rainwater etc. However, damaged items shall be replaced as per the direction of Engineer-in-Charge.

### 4. Bye-laws Indemnity against Liabilities

1. The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fee and other

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charges and giving/receiving all necessary notices and keep the Engineer-in-Charge informed about the notices issued and received.

2. The contractor shall indemnify BSNL against all claims in respect of patent rights, design, trade mark 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 thereon. The contractor shall defend all actions arising from such claims and shall himself pay all royalties.
3. License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.
4. All liabilities / penal recoveries on matters arising out of tax/excise/levies such as incorrect deductions, discrepancies in the filling up returns, revised assessments by the concerned authorities etc. shall be borne by the contractor.
5. It is contractor's liability to follow all safety procedures in accordance with relevant I.S. amended up to date during execution of work at site.

## **5. Guarantee & Defects Liability Period**

- a) The guarantee shall be valid for a period of 12 months . The contractor shall guarantee that all equipments shall be free from any defect due to the defective materials and bad workmanship and that the equipment shall work satisfactorily and that the performance and efficiencies of the equipments shall be not less than the guaranteed values. Any parts found defective during the guarantee period shall be replaced by the contractor without any charge whatsoever. The services of the contractor's personnel, if requisition during this period for such work, shall be made available free of any cost to the dept.  
The contractor shall depute his representative to the site within 72 hours of notification of defects by BSNL.

A joint inspection report will be made by BSNL representative and representative of the firm regarding the nature of defects and remedial action required and time schedule for the rectification/remedial action.

- b) In case the contractor fails to depute his representative within 72 hours of notification of defects or fails to cause remedial action within a reasonable time as decided in the joint inspection, BSNL may proceed to do so at the contractor's risk and expenses without prejudice to any other right.

### **ADDITIONAL GENERAL SPECIFICATIONS**

1. Agency will furnish type test certificates from testing firms accredited by Government agencies like BIS/NABL/CPRI.

1.a Agency will give replacement guarantee for the meter, if found defective or malfunction identified within 12 months from the date of commissioning of the mobile site OR within 18 months of supply which ever is earlier.

1.b Payment shall be released against supply only after joint inspection as per payment schedule.

2. Along with delivery firm shall submit following documents:-

- (i) Tax Invoice in favour of EE(E), BSNL, Concerned
  - (i) Proof of payment of Excise duty (if applicable)
  - (ii) Letter of approval from MSEDCL OR BSNL Electrical wing.
  - (iii) Test certificate of meter and certificate of calibration.

3. Firm shall be responsible for bringing the material up to designation stores and all charges including loading, unloading, packing, insurance etc shall be borne by the tenderer and nothing extra shall be paid on account of this.

**LIST OF APPROVED MAKES FOR KWh meters.**  
**Issue- 4/2005 (EI-I)**

<b>SN</b>	<b>COMPONENT</b>	<b>MAKE</b>
1	KWH meter	Approved by BSNL as on date of quoting of tender. Or make approved by Maharashtra Electricity Board.