

TENDER DOCUMENT

BHARAT SANCHAR NIGAM LIMITED

N.I.T. NO.:- 040 / EEE / BSNL / SLPR / 2014 – 15.

Name of Work	S.I.T.C. of water coolers at CSC Barshi & SDE (Internal) Barshi under DE (Telecom), Barshi.
Name of Contractor	
Date of Application & receipt	
Tender Issued on	
Cost of Tender	Rs.158/-
Date of Opening	09.01.2015.

I N D E X

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BHARAT SANCHAR NIGAM LIMITED
(Electrical Wing)

O/o Executive Engineer(E), BSNL Electrical Division, 1st Floor, Central Telegraph Office (C.T.O.),
Sat Rasta, Solapur – 413001.

No.:- 1(1)/ EEE/ BSNL/ SLPR/ 874.

Date:- 10.12.2014.

NOTICE INVITING TENDER

The Executive Engineer (E), BSNL Electrical Division, Solapur invites on behalf of the BHARAT SANCHAR NIGAM LIMITED sealed item rate tenders for the following work from specialized agencies satisfying the under mentioned eligibility conditions: -

SN	Name of Work	Estimated cost Rs.	EMD Rs.	PAYBLE AT	Time limit	Tender Cost
1	<i>S.I.T.C. of water coolers at CSC Barshi & SDE(Internal) Barshi under DE(Telecom), Barshi. (NIT NO. 040/ EEE/ BSNL/ SLPR/ 2014-15).</i>	84778/-	1696/-	Accounts Officer (Cash), O/o. GMTD, BSNL Solapur	1 month	Rs.158/-(N.R.)

ELIGIBILITY CONDITION FOR COMPREHENSIVE MAINTENANCE / AMC / REPAIRS OF SPECIALISED SERVICES

The Contractor satisfying the following conditions:

i.) 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

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

OR

iii.) Experience of having successfully completed similar works in BSNL during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following:

Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

OR

Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender.

OR

One similar successfully completed works costing not less than the amount equal to 80% of the estimated cost put to tender

(Similar work means supply & installation of Water Cooler and Purifier/ Window split Air conditioning).

OR

iv.) BSNL Enlisted contractors in Electrical category of respective class as per their tendering limits.

Note: The estimated cost of one year shall be considered to evaluate the eligibility criteria.

v.) Documentary proof of satisfying above conditions and valid Chartered Accountant certificate towards deposit of income tax, valid Service Tax Registration and Maharashtra VAT Registration, EPF Registration to be furnished along with application, Agency should submit the attested copy of PAN card.

Conditions and tender forms can be had from BSNL Electrical Division, Solapur, on payment of Rs. 158/- (i.e.Rs.150/- + VAT as applicable. (Non- refundable).

Last date of receipt of application for tender forms	05.01.2015.
Last date of issue of tender	07.01.2015.
Last date of Submission of tender	09.01.2015 (Time 3.00P.M.)
Date of opening of tender	09.01.2015 (Time 3.30P.M.)

Validity of tender shall be for 90 days from the date of opening of tender.

The tenders of contractors who do not deposit earnest money in the prescribed manner (in separate cover) are liable to be rejected and will not be opened.

NOTE: - Tender document can also be downloaded from the website <http://www.maharashtra.bsnl.co.in>. The firm who quotes on the tender downloaded from web-site shall strictly follow the following procedure:-

The tender shall be submitted in two envelope system.

- i. First envelope shall contain tender application (If tender downloaded from Web), tender fee, attested documents (self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI; otherwise all originals of eligibility criteria shall be produced for verification at the time of tender opening) proving fulfillment of eligibility criteria as per the tender notice & EMD in proper form. Separate D.D. should be attached for tender fee & EMD.
- ii. Second envelope shall contain duly filled tender document
The same shall be clearly written on the envelopes.

The 1st envelope containing Tender fee, attested documents proving fulfillment of eligibility Criteria & EMD in proper form shall be opened first.

In case: -

- (i) Tender fee is not submitted in proper form.
- (ii) EMD is not in proper form.
- (iii) Firm fails to fulfill eligibility criteria on the basis of document submitted in first envelop.
- (iv) The performance of tenderer is not found satisfactory.
The second envelope shall not be opened.

If the day of opening of the tender declared as a Holiday then the tender will be opened on the next working day. The tenders shall neither be issued or received through POST / COURIER. If any difference/ discrepancies found between down loaded Tender form, any hard copy issued from Division Office, the contents in Draft NIT issued from Circle Office will be final & binding.

**Executive Engineer (E),
BSNL Electrical Division,
Solapur – 01.**

Copy to:-

1. DGM (Vigilance) O/o CGM Telecom , Maharashtra Telecom Circle, Mumbai.
2. The SW (E), O/o the CE(E), BSNL, Mumbai.
3. The Superintending Engineer (E), BSNL Electrical Circle, Mumbai – 54.
4. All Executive Engineer (E), under BSNL Electrical Circle, Mumbai.
5. Accounts Officer (C&E) BSNL Civil & Electrical Division, Solapur : He is requested to be present on tender opening day at BSNL Electrical Division, Solapur office.
6. Sub Divisional Engineer (E) BSNL E.S.D. Solapur – I., Solapur – II & Osmanabad.
7. Notice Board
8. BSNL Enlisted Contractor.
 - M/s. Sparklink Enterprises, Solapur.
 - M/s. Ruby Engineers & Consultants, Latur.
 - M/s. Abhi Enterprises, Sangli.
 - M/s. Magnetic Electricals & Electronics, Aurangabad.
 - M/s. Phase & Neutral, Nanded.
 - M/s. Arfa Electricals & Engineering Works, Nanded.
 - M/s. E.M. Associates, Pune.
 - M/s. Suprik Engineers Pvt. Ltd. Pune
 - M/s. United Engineers Co. Aurangabad.
 - M/s. Industrial & Automotive Diesels, Solapur.

FOLLOWING OFFICERS MAY BE CONTACTED FOR REDRESSAL OF COMPLAINTS

Srn	NAME OF OFFICE	POSTAL ADDRESS	Telephone Numbers	Fax Number
1	CGMT, MH Circle	CGMT, BSNL, 6th Floor 'A' Wing Admn. Bldg, Juhudanda, Santacruz(W), Mumbai – 400054	022-26616999	022-26616777
2	Chief Engineer(E), BSNL Electrical Zone, Mumbai	A wing, Gr floor, Admn. Bldg Juhu Danda, Santacruz (w), Mumbai – 400054.	022-26600500	022-26600103
3	DGM(Vig.), MH Circle	D.G.M. (Vig.) – O/o CGMT, BSNL, 6th Floor 'A' Wing, Admn. Bldg, Juhudanda, Santacruz(W), Mumbai – 400054	022-26616715	022-26615774

**Sub Divisional Engineer (E-P),
BSNL Electrical Division,
Solapur – 01.**

**Executive Engineer (E),
BSNL Electrical Division,
Solapur - 01**

TENDER APPLICATION FORMAT (For Tender down loaded from Website)

To,
The Executive Engineer (E)
BSNL Electrical Division

ENVELOPE - I

Sub: Application for the tender of “-----

(Tender due on -----)

Dear Sir,

As per tender publication Advertised on----- (Date) in -----
--- (Name of Newspaper) by your office and display of Notice Inviting Tender on web site <http://www.maharashtra.bsnl.co.in>. We are hereby submitting the following documents: -

- 1) Tender Application fee: -
- 2) a) Name of firm / company -----
b) Name of Managing Director / Regional Manager -----
c) Address -----

Pin Code ----- Phone -----

e- mail address -----
- 3) Address of Branch / Head office Name -----
In BSNL Division H.Q. -----
Pin Code ----- Phone -----
Mobile No -----
E-Mail Address -----

4) Chartered Accountant Certificate towards deposition of Income Tax

5) Works Contract Registration No.

6) Earnest Money Deposit: -

All above documents at Sl. No. 1 to 6 are duly attested.

I ----- proprietor/ duly authorized representative of M/s. -----
hereby certify that the information given above is true to the best of my knowledge and belief I have
been duly authorized to sign and certify the documents. I understand that any wrong
information/suppression of facts will disqualify us from being considered for the tender participation.

Place -----

Yours sincerely
(Signature)

Date -----

(Name in block letter)
Seal of firm

Electrical Division : Solapur

Sub Division : Solapur-I

NOTICE INVITING TENDER

(As per Tendering Procedure in BSNL revised upto date)

NIT No. 040 / EEE / BSNL / SLPR / 2014-15

1) The Executive Engineer (E), BSNL Electrical Division, Solapur invites on behalf of Bharat Sanchar Nigam Limited sealed item rate tenders for the following works from the contractor(s) satisfying the under mentioned eligibility conditions.

A	Name of Work: - S.I.T.C. of water coolers at CSC Barshi & SDE(Internal) Barshi under DE(Telecom), Barshi.
B	Division: - BSNL Electrical Division, Solapur.
C	Estimated cost: - Rs. 84778/-
D	E.M.D.: - Rs. 1696/-
E	Security Deposit : - 10% of the Tendered Cost.
F	Time: - 1 Month
G	Cost of Tender Document:- Rs. 158/- (TC+VAT as applicable).
H	Tenders will be issued to eligible contractors satisfying eligibility condition

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 to be complied and with by the persons whose tender may be accepted, can be purchased, at the 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. 158/- (NR.) in cash/ Demand draft.

(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 web site.

(d) Before tendering, the contractor shall inspect site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working conditions, including stocking of materials, installation of T & P etc., and conditions affecting accommodation and movement of labour etc., required for satisfactory execution of contract. No claim whatsoever on such account shall be entertained by BSNL in any circumstances.

03). Tenders which should always be placed in sealed covers with the name of work written on the envelope will be received by **the Executive Engineer (E), BSNL Electrical Division, 1st Floor, Central Telegraph Office (C.T.O.), Sat Rasta, Solapur – 413001** up to 1500 hours on **09.01.2015** and will be opened by him in his office on the same day at 15:30 hours.

04). The time allowed for carrying out the work will be **01 (One) Month** from the 10TH day after the date of written order to commence the work.

05). Issue of tender form will be stopped on dated **07.01.2015** i.e. two days before the date fixed for opening of tenders. Tenders will be sold on working days; no tender will be sold after **16:00 hours**.

06).(a) Earnest Money amounting to **Rupees 1696/-** in the form of demand draft/ FDR / BG/ CDR of nationalized scheduled bank guaranteed by the Reserved Bank of India, drawn in favour of **Accounts Officer (Cash), O/o. G.M.T.D., BSNL, Solapur** 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, superscribed as “ **Tender for the work : S.I.T.C. of water coolers at CSC Barshi & SDE(Internal) Barshi under DE(Telecom), Barshi**”.

The Validity period of EMD is **120 days**, from the date of opening of tender.

In case of downloaded tenders, each tender should be in two sealed covers, first containing credentials for meeting the eligibility condition 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 contents of this envelop then second envelope containing the bid document shall be opened.

(b) The EMD of all the unsuccessful tenders shall be released on issue of award letter to the successful tenderers. 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 turnover 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; otherwise all originals of eligibility criteria shall be produced for verification at the time of tender opening) as applicable along with the application on printed letter head for purchase of tender.

(b) The contractor shall submit and confirm his permanent account No. (PAN) issued by the Income-tax department.

(c) The tenderer should submit the valid WCT/Sales tax/VAT registration certificate.

08).(I) **Security Deposit**:- The contractor is required to deposit Security Deposit of 10% of the Tendered Cost in the form of Bank Guarantee/ CDR/ FDR/ DD (of Nationalized/ Scheduled Bank in a standard format).

09).The acceptance of tender will rest with the **Executive Engineer (E)**, who does not bind himself to accept the lowest tender or any other tender and reserve 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 rebate 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 purpose are defined as:

(a) Members of a Hindu Undivided family.

(b) They are husband & 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).

(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 Architect/Corporate office for non-executive employees and all SSA in a circle including Circle office/Chief Engineer/Chief Architect/Corporate office for executive employees (including those called as Gazetted officers as 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 the 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 the contractor)

13). No employee in BSNL/Government 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 contractor's service.

14). The tender for 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 rendered 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 may corrections, overwriting 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 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 or to any other right of remedy be at liberty to forfeit 50% (Fifty percent only) of the said earnest money absolutely. Further tenderer shall not be allowed to participate in the tendering process of the work.

18).Extension of validity: In case, where the letter of award of work cannot be placed within the validity of the 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 of extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.

19).Unsealed tenders will be summarily rejected.

20).The contractor should read the tender documents carefully before submitting the tender.

21). 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 agreement.

22).The tenderer shall furnish a declaration to this effect (In case downloaded tender) that no addition /deletion/correction have been made in the tender document submitted and is identical to the tender document appearing in website. Every page of downloaded tender shall be signed by the tenderer with stamp (Seal) of his firm /organization.

23).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 invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard form, BSNL EW-8.

24. Eligibility Criteria: -

AS PRESCRIBED EARLIER ON PAGE NO. 2.

Documentary proof of valid Chartered Accountant certificate towards deposit of income tax, valid Service Tax Registration and Maharashtra VAT. Registration, EPF Registration to be furnished along with application, Agency should submit the attested copy of PAN card.

Signature of Divisional Officer/ Sub –Divisional Officer

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

BHARAT SANCHAR NIGAM LIMITED
GOVERNMENT OF INDIA UNDERTAKING

STATE : MAHARASHTRA CIRCLE : MUMBAI
BRACH : ELECTRICAL DIVISION : SOLAPUR
ZONE : MUMBAI SUB-DIVISION : SOLAPUR-I

Percentage Rate Tender / Item Rate Tender & Contract for Works

Tender for the work of: -

To be submitted by _____ hours on _____ to _____
(time) (date)

To be opened in presence of tenderers who may be present at _____ hours on _____
in the office of _____.

Issued to _____
(contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____.

TENDER

I/ We have read and examined the notice inviting tender, schedule, A, B, C, D, E F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

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.

A sum of Rs. has been deposited in cash/receipt treasury challan/ deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank,/ **bank guarantee issued by a schedule bank** as earnest money. If I/ We, fail to furnish the prescribed performance guarantee within prescribed period, I/We, agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said **earnest** money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money

shall be retained by him towards security deposit to execute all the works **referred** to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Dated

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

A C C E P T A N C E

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

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

- a)
- b)
- c)

For & on behalf of the President of India

Signature _____

Designation _____

For and on behalf of BSNL

Dated

PROFORMA OF SCHEDULES

SCHEDULE (A):- Schedule of quantities: Appended from page 14.

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 18 to 20

SCHEDULE (F):-Reference to General Conditions of contract.

Name of work:	S.I.T.C. of water coolers at CSC Barshi & SDE (Internal) Barshi under DE (Telecom), Barshi.
Estimated cost of work:	Rs. 84778/
i) Earnest money :	Rs. 1696/-
ii) Performance Guarantee :	Security Deposit for 10% of the Tendered Cost.
iii) Security Deposit :	NIL
GENERAL RULES and DIRECTIONS:	Officer inviting tender EE (E), BSNL Electrical Division, Solapur.
Definitions:	See below
2(v) Engineer-in-Charge	Executive Engineer (E), BSNL Electrical Division, Solapur.
2(viii) Accepting Authority	EE (E)
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	10%
Standard contract Form	BSNL EW Form 8, Latest.
Clause 1 Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	NIL
Clause 2 Authority for fixing compensation under Clause 2.	SE (E)
Clause 5 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.	01 (One) month. SE (E)

Clause 10CC Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	30 months.
Clause 11 Specifications to be followed for execution of work.	As per Sheets attached.
Clause 12 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
Clause 12 12.2(iii), plus/minus \pm the % over the rate entered in the schedule of rates	NA
Clause 12 Deviation Limit beyond which clauses 12.3 shall apply	25%
Clause 25 Competent Authority for Conciliation	SE (E)
Clause 30.2 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 lakh for Elect/ Mech. Works	
Clause 30.5 Recovery to be effected from the contractor in the event of not fulfilling provision of clause 30.2	Rs.4,000/- p.m. for works costing above 5 lakhs Rs.2,000/- p.m. for works costing between 2 lakhs and 5 lakhs

SCHEDULE "D"
"IMPORTANT NOTE FOR CONTRACTORS"

The firm shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer.

1. TAXES AND DUTIES:

The firm shall quote rates for all items inclusive of all taxes, duties, VAT and Octroi but excluding service tax. No any concessional form will be issued by the BSNL. In case there is centvantable tax component tax component under any item, the same shall be quoted clearly under schedule of quantity with item no. The tender shall be decided on the basis of net cost to BSNL which shall be worked out as follows

NET COST TO BSNL = TOTAL QUOTED COST—TOTAL QUOTED CENTVANTABLE TAX AMOUNT.

In case of quoted centvantable tax component, the necessary document/Invoices in favour of BSNL shall be produced by contractor for availing centvat credit. If the contractor /supplier fails to furnish necessary supporting documents the quoted amount of centvantable taxes shall be deducted from the payment due to the contractor.

2. TAX DEDUCTED AT SOURCE:

The rates offered by the firm shall be inclusive of VAT as applicable in the state. The BSNL shall deduct TDS 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.

3. PERFORMANCE GUARANTEE:-

The Contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance guarantee as per clause 1 of BSNL EW- 8 amended up-to-date in the form of Bank guarantee / CDR/ FDR/ DD (of a Nationalized / Scheduled bank in standard format) within two weeks from the date of issue of individual award letter.

4. SECURITY DEPOSIT: -

Recovery of security deposit at the rate of 10% shall be deducted by BSNL from progressive payments made to the firm from all the running bills till the sum along with the sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work.

5. SERVICE TAX:-

The rates offered by the firm shall be exclusive of 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.

6. CURRENCY OF CONTRACT:-

The ordering quantity can be increased up to the extent of 25% (deviation limit) without the consent of the firm. The firm shall execute such quantities at the rate quoted in the tender without any change in terms and conditions of the contract.

7. BSNL does not bind itself to accept the lowest or any tender and reserves to 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 quoted rates.

8. Operation of Master and Individual agreements shall be governed as follows:

- i) EE shall draw separate individual agreements based on above letter of intent and firm has to sign the agreement within 7 days of issue of award letter by EE.
- iv) Date of start of individual agreement shall be the date of issue of LOI and time allowed to carry out the work shall be three months.
- v) Individual agreement shall be operated independently without co-relation with the other individual agreements for the purpose of payment, S. D., extension of time, closing of contract etc. as per terms and conditions of individual agreement.

9. The work can be allotted / diverted at any station under the jurisdiction of Superintending Engineer (E), BSNL Electrical Circle Pune. Nothing extra shall be paid on this account.

10. PAYMENT TERM: -

No advance payment will be made. The payment terms shall be governed as under

NOTE:-

- 1) Stipulations like levy of interest if payment is not made in specified time is not acceptable to the BSNL.
- 2) In cases where shortage / damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the P.O.
- 3) No payment will 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.

11. COMPLIANCE OF EPF ACT:

The firm has to fulfill / compliance of the provisions of EPF & Misc. Provisions Act 1952 & Employees' Provident Fund Scheme 1952. The each claim bill of contractors must accompany the 1) List showing the details of labourers / employees engaged.

2) Duration of their engagement.

3) The amount of wages paid to such labourers / employees for the duration in question.

4) Amount of EPF contributions (both employer's and employees' contribution) for the duration of engagement in question, paid to the EPF authorities.

5) Copies of authenticated documents of payments of such contribution to EPF authorities and

6) A declaration from the contractors regarding compliance of the conditions of EPF Act, 1952.

12. STORES AND SAFETY: -

All the stores and materials required for satisfactory completion of the work shall be arranged at work site by the contractor from his own sources. Safe delivery of the material stores at site will be responsibility of the contractor.

13. TEST CERTIFICATES: -

The firm shall submit test certificates i.e. Manufacturer test certificates on supply of the material at site.

14. DATE OF COMPLETION: -

Date of successful Acceptance Testing shall be taken as completion date of the work. However, bill shall be finalized after successful Testing.

15. GUARANTEES AND DEFECT LIABILITY: -

The complete installation shall be guaranteed for trouble free operation for a period of twelve months from the date of successful acceptance testing. The contractor shall guarantee that all equipments shall be free from any defect due to the defective material and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values. However, any engineering error, omission, wrong provisions etc. which do not have any effect on the time period, shall be attended to as and when observed / pointed out without any price implication.

a) Any part found defective during this period shall be replaced free of cost by the contractor. The service of the contractor's personnel if required during this period shall be made available free of cost to the department.

b) The contractor shall depute his representative within 36 hours of notification of the defect by the department.

c) A joint report shall be prepared by the representative of department and firm regarding nature of defects and remedial action required. Time schedule for such action shall be also finalized.

d) In case the contractor fails to depute his representative within 36 hours of notification of the defect or fails to cause remedial measure within reasonable time as decided during joint inspection, the department may proceed to do so at the contractor's risk and expenses and without prejudice to any other right.

16. CO-ORDINATION AT SITE:-

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

17. DECLARATION BY TENDERER

(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 the company.

1. M/s.....

S/o

R/o

Hereby certify that none of my relatives(*) as defined below is/are employed in BSNL units(**) as defined below.

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

- (*) Definition of Relatives.
- (a) Member of Undivided family.
- (b) They are husband and wife.
- (c) They are related to the other in the manner as Father, Son(s), Son's wife (Daughter-in-law, Daughter(s) & Daughter's husband (Son-in-law), Brother & Brother's wife, Sister(s) & Sister's husband (Brother-in-law).

(**) The company or firm or any person is not permitted to tender for the work in BSNL unit in which his near relative(s) is (are) posted. The unit is defined as

- (a) For Non Executive Employees: SSA/Circle/Chief Engineer/Chief Architect/Corporate Office.
- (b) For Executive Employees (including those called as gazetted officer at present): All SSA in Circle office/Chief Engineer / Chief Architect /Corporate Office.

Place : _____

Date : _____

Signature of tenderer

18. BYE - LAWS INDEMNITIES AGAINST LIABILITIES

- a. The contractor shall comply all bye laws and regulations of local bodies having jurisdiction over the works and shall be responsible for payment of all fee and other charge giving and receiving all necessary notices and keeping Engineer-in-charge informed about the notices issued and received.
- b. The contractor shall get the system/installation approved from concerned fire authorities, when required. Any statutory fees payable shall be reimbursed on actuals. The contractor shall indemnify the department against all claims in respect of patent rights, design, trade mark for name or other protected rights in respect of any components, equipments work or materials used for or in connection with the work and from against all claims demands, proceedings, costs, charges and expenses what-so ever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall pay all royalties etc.
- c. 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.
- d. 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.
- e. 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.

SCHEDULE "A"
SCHEDULE OF QUANTITIES

Name of Work:- S.I.T.C. of water coolers at CSC Barshi & SDE (Internal) Barshi under DE (Telecom), Barshi.

SN	Description Of Item	Qty	Rate	Unit	Amount
1	SITC of Self Contained Drinking Water Cooler with (Non CFC Refrigerant) Energy Efficient Compressor Cooling Capacity Ltrs/Hr. 40, Type Storage, Storage Capacity Ltrs. 80, Rate of Max. Energy Consumption Watts: 575 (M/s. Voltas Limited Model:- 40/80 FSS or Similar Superior reputed make) etc. complete as required.	2 Job		Job	
(Rate in words Rupees)					
2	SITC of Water purifier with E-boiling technology & having high flow rate of 3 liters per minute with inbuilt UV lamp i/c installation necessary plumbing (M/s. Aquagard Hi flo / Similar Superior reputed make) etc. complete as required.	2 Job		Job	
(Rate in words Rupees)					
				Total :-	.

Rupees

Executive Engineer (E)
BSNL Electrical Division,
Solapur

Note:-

1. 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.
2. For determining L-1 Cenvatable credit items will not be considered & only Net Cost to the BSNL shall be considered.
3. The make and model shall be got approved from Engineer-in-Charge before supply.

GENERAL SPECIFICATION FOR THE WORK

1. The work shall be done as per current CPWD specifications for Electric works as amended from time to time and Indian Electricity Rules as amended up to date.
2. A qualified supervisor shall supervise the work.
3. The layout of the Site will be given by the Engineer-in-charge or his duly authorized representative at site of work.
4. All the materials not mentioned in the list of approved makes shall be got approved from engineer-in-charge before bringing them to site.
5. After completion of work, the contractor will have to submit the completion plan in triplicate.
6. **INSPECTION OF SITE:**
For the purpose of inspection of site and relevant documents the contractor is required to contact E.E/ S.D.E (Elect) concerned and shall give reasonable facilities for inspection of the same. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself, before commencement of work, to the form and nature of the site, the nature of work, and the quantities of materials necessary for completion of the work, the means of access to the site etc. and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his work. No extra charges consequent on any misunderstanding or otherwise will be allowed.
7. **SUFFICIENCY OF TENDER:**
The contractor shall be deemed to have satisfied himself before entering into the contract as to the correctness and sufficiency of his offer for the work and of the rates and prices quoted in the schedule of works. These rates and prices shall except otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works.
8. **DRAWINGS TO BE SUBMITTED FOR APPROVAL:**
The contractor has to get the layout and panel drawings (with dimension) along with the control panel wiring drawing approved before start of the work.
9. **INSPECTION AT CONTRACTOR'S PREMISES:**
The Department's authorized representative shall have full powers to inspect (if it seems necessary in view of Engineer-in-charge to do so), drawings of any portion of the work or examine materials and workmanship of the equipments at the contractor's works or at any other place from where the material or equipment is obtained. Acceptance of any material or equipment shall in no way relieve the contractor of his responsibility for meeting the requirement of the specifications. In case the equipment (s)/material is found defective or of inferior quality, the same shall be replaced free of cost by the contractor.
10. **GUARANTEE AND DEFECTS LIABILITY PERIOD:**
 - a) The guarantee shall be valid for a period of 1 (One) year after provisional taking over. The contractor shall guarantee that all equipment 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 equipment shall not be 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 requisitioned during this period for such work, shall be made available free of any cost to the Department.
11. Any damage done to the building by the contractor during the execution of work shall be made good at his cost and risk. If he does not do it himself, then the same will be got done at his cost and risk after giving notice to him.
12. The firm should agree to all N.I.T. conditions including Guarantee Clause.
13. The prices shall be firm and offer shall be valid for 90 days from the date of opening tender.

All payments shall be subject to adjustments/deductions as under: -

- a) Income Tax.
- b) Works Contract Tax.
- c) Any amount recoverable on account of price variation clause.
- d) Any amount recoverable on account of damage of services, pending defects, defects rectified on Risk & Cost, poor workmanship etc.
- e) Any amount recoverable on non-compliance of provisions of the contract.
- f) Security deposit.

14. EXCISE DUTY & TAXES:

The firm shall quote the rates for each item on lump sum basis including all taxes, duties, levies including work contract tax/service tax at the prevailing rate(s) for all the equipments and material used for the work. Also the Department will not issue any C/D form or octroi exemption certificate(s). Nothing extra will be paid on account of octroi.

15. PAYMENT TERMS:

1. 75% against supply and satisfactory physical inspection.
2. Balance 25% after successful completion of Installation, Testing & Commissioning.

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SPECIFICATION FOR ELECTRICAL WORKS

1. General

- 1.1 Unless otherwise specified particularly, the entire equipment shall be suitable for operation on 415 volts / 240 volts with earthed neutral, three / single phase alternating current system.
- 1.2 All Components accessories, raw materials and finished used in manufacture and assembly of switch boards, power and control circuit wiring and earthing system shall comply with Relevant Indian Standards amended up to date. Where Indian standards do not exist British Standards shall apply.
- 1.3 The entire work shall comply with Indian Electricity rules, Internal & External CPWD, general specifications for electrical work. Particular care shall be taken to ensure compliance to I.E. rule 41, 45, 51 and 61.
- 1.4 The following wiring shall be done in separate circuits:
 - 1. Power Plug wiring.
 - 2. Light and fan point wiring.
 - 3. Emergency light point.
- 1.5 If any conduit is laid before the award of this work, the recovery for the same will be made from the contractor's bills at DSR 1994 rates plus the abatement of this tender.

2. Earthing

- 2.1 The earthing sets shall be provided in the presence of Engineer-in-charge or his authorized site representative.
- 2.2 Earth electrodes shall have an ohmic resistance not more than 5 ohms. In rocky soils the resistance may be up to 8 ohms.

3. Testing

- 3.1 Before commissioning, the installation shall be subjected to the following tests.
 - (a) Insulation resistance test with a 500 volts meggar.
 - (b) Earth electrode resistance test (if provided by the contractor).
 - (c) Earth continuity test.
 - (d) Cables continuity test.
- 3.2 All results of such tests shall be furnished to the Engineer-in-Charge.

SPECIFICATION

- 1) The work shall be done as per current CPWD specification for electrical works as amended from time to time and Indian Electricity rules as amended up to date.
- 2) The work shall be supervised by a qualified overseer.
- 3) The layout of the works will be given by the Engineer – in – charge or his duly authorized representative at site of work.
- 4) Unapproved materials, if brought to site of work shall have to be removed immediately by contractor at his cost and risk.
- 5) The Contractor shall submit the completion plan of the agreement within 30 Days of the completion of work, failing to submit the completion plan, he will be liable to pay a sum equivalent to 2.5% of the value of work subjected to the ceiling of ` 2, 500 /-.
- 6) The Contractor will have to give the following tests at his cost and intimate test results before final are paid. Nothing extra will be paid to him on this account.
 - a) Earth Test
 - b) Polarity Test.
 - c) Insulation Test.
 - d) Earth continuity Test.
- 7) Any damage done to the building by the contractor during the execution of work shall have to be made good at his cost and risk. If he does not do it himself within a reasonable time as determined by the Executive Engineer (E) then the same will be got done at his cost departmentally after giving notice to him.
- 8) While making the end connections of wires no strand shall be cut and the termination of wire shall be done with necessary lugs and ferrules without any extra payment.
- 9) The bus bars of the 3 phase distribution box shall be of solid strip instead of sheet metal.
- 10) Lugs should be provided while terminating of 8 SWG G.I. wire for earth continuity without any extra payment.
- 11) The contractor shall prepare the general layout of wiring diagram and submit to the Engineer – In – Charge for his approval within 15 days after the award of the work.
- 12) The final completion plans general arrangement drawings and wiring diagram shall be supplied in triplicate before commissioning the installation.
- 13) The firm shall be finish the warranty for all the equipments against defective material or manufacturing defects and workmanship etc. for a period of twelve months from the date of commissioning at handing over of the installation for regular use.
- 14) Wherever electrical termination connections are made between metals like copper and aluminum are made. Suitable size metal strips washer shall be used.
- 15) The firm should quote items of approved make only and specify make quoted for Tender quoted with other makes will not be considered.
- 16) Out of above make, in case during negotiation a particular make accepted the same is / interchangeable with any of the other make stipulated in the schedule.
- 17) Decorative and industrial type unless of 5A, 15 A. and rating with switches conforming to IS 3854 and sockets conforming to IS 1293 shall be supplied. The units shall be suitable for mounting on galvanized sheet steel boxes.

- 18) Point wiring shall be carried out using copper conductor (mini Sq. MM. e.q), 650 V grade color coded PVC insulated wires & 14 SWG C earth wire in concealed local switches in BE conduits accessories and fittings areas and concealed local switches in BE Box shall be provided as the whole installation shall comply with the requirements of IS: 732
- 19) Contractor shall coordinate his work with the civil work in without causing delay in the overall project schedule.
- 20) All light control switches and or 5 A / 15A receptacle units (on the same phase) shown at one location (Such as room entrance be housed in one common galvanized sheet box (separate boxes individual items shall not be used in such cases)
- 21) The heavy gauge MS conduits and fittings shall be used and the size shall be 25 mm.
- 22) Conduit size shall be selected based on specification regarding of wires to be pulled through as per IS: 732
- 23) Applicable Standers

Industrial luminaries with metal reflector	:	IS:1777	
Ballast for fluorescent	:	IS:1534	
3 p in plug & sockets	:	IS:1293	
Switches for domestic & similar purposes	:	IS:3854	
Ceiling roses	:	IS:371 / h	S:87
Electric ceiling type fans & regulator	:	IS:374	
Code of practice for electrical wiring			
Installation (system voltage not exceeding 650V	:	IS:732	
- 25) Size of earthing conductor system Home DBS 14 SWG Copper Wire Lighting fixtures 14 SWG Copper wire.
- 26) All conduit embedment shall be Inspected to ensure electrical continuity and accuracy of placement before concrete is poured. Both electrical on the conduit installation before pouring concrete.
- 27) Conduit ends coming out of slabs, beam, column and wall shall be plugged to avoid blocking.
- 28) Adequate number of pull boxes, couplings / elbows / tees etc. shall be introduced in the conduit runs to facilitate easy wire puling and shall match the location of switch box (es) / sockets etc.

APPROVED MAKES FOR EI & FAN, PUMP SET, COMPOUND LIGHT

1	ACB	L&T/Siemens/Crompton/Control & Switchgear/GE Power Controls
2	MCCB	Siemens/L&T/GE Power Controls/Control and Switchgear / Crompton /Standard upto 600A (valid upto 31/7/04)
3	TPN Switches & HRC fuses	Siemens/L&T/GE Power Controls/Havells/H-H Elecon/Crompton/LK-HPL/Standard (up to 400A) /Standard upto 630A (valid upto 31/7/04)
4	C.T.	AE/IMP/Marshall/Pactil/Kappa/L&T/Ashmor/Indcoil/Waco/Meco.
5	Ammeter / Voltmeter	AE/IMP/Universal/Rishabh/Kaycee/Meco/Enercom.
6	Selector Switch	L&T/KAYCEE/AE/IMP/Thakoor/Reco/Vaishno/Selzer/Rass control.
7	Indicating Lamp	Vaishno/Siemens/L&T/AE/IMP/Rass Control /Teknic /Crompton /Kaycee/ Veeco (up to 10.6.04)
8	Capacitor	Khatau Junkar/ Crompton/ L&T/ Universal Electric/ Usha/ Asian/ AE/ IMP.
9 (a)	Cables upto 1.1 KV grade.	ISI Mark.
9 (b)	Cables above 1.1 KV grade	ISI Mark.
10	PVC Insulated Copper Conductor Wire	ISI Mark.
11	Fire Extinguishers	ISI Mark.
12	Rubber Matting	ISI Mark.
13	Cable Jointing Kit	Raychem/M-Seal/DENSONs
14	Single phasing Preventor	L&T/Minilac/Zerotrip/Siemens
15	Timers	L&T/Siemens/Minilac/Telemechanique/AE.
16	MCBs/Isolators & Distribution Board	Bentex/Clariton/Havells/Indokupp/Siemens/Standard/Crompton/ MDS (PROTEC)/HPL.
17	Change Over Switch	Standard/Havells/Control & Switch Gear/H-H Elecon/HPL-Socomec
18	Piano Switch	ISI Mark.
19	Mono block Pump set	Beacon/Batliboi/Kirloskar/Jyoti/Mather & platt /KSB /Crompton /WASP /BE/PEC.
20	Starter	L&T/Siemens/BCH/ABB/MEI/GE Power control.
21	G.I/M.S.PIPE	BST/TATA/ATL/ITC/ATC/IIA/JUST/ITS/JINDAL/ZENITH/GSI/TTA.
22	Foot valve	ISI Mark.
23	Gate valve	Sant/Leader/Trishul/Fountain/Annapurna.
24	M.S.Conduit	ISI Mark.
25	Submersible Pump	KSB/Calama/Amrut/Kirloskar/PEC/BE
26	ELCB	Standard/ MDS/ Havells/ Datar/ Siemens/ GE Power Control/ HPL-Techno.
27	Contactors	Siemens/L&T/GE Power controls/Crompton/MEI/Laxmi.
28	Rotary Switches	HPL-Elektra (upto 63A)
29	Industrial plug & Socket	HPL-Elektra (upto 63A)
30	On load switch Fuse change over	HPL-Socomec (upto 800A)
31	Isolator (Load Break) switches	HPL-Socomec (upto 3150A)
32	On load by pass Switch	HPL-Socomec (upto 630A)
33	On load motorized Switch	HPL-Socomec (upto 630A)
34	Rewirable switch Fuse unit	HPL (up to 320A)
35	Fuse switch unit	HPL (up to 800A)
36	Off load change Over switch	HPL (up to 2000A)
37	On Load Change Over switches	HPL-Socomec (upto 3150A)