



# **BHARAT SANCHAR NIGAM LIMITED**

**(A Government of India Enterprise)**

**O/o Sr. Chief Engineer (Electrical)  
BSNL Electrical Zone, Room no- 601,  
6<sup>th</sup> Floor, BSNL Bhavan,  
Adarsh Nagar, Hyderabad**

## **E TENDER DOCUMENT**

**Name of the work: “Rate contract for Providing Aviation Obstruction Light, Lightning Spike, Earthing, Service Connection for NBSNL BTS cell sites under 4G Phase IX.2 project in Hyderabad BA.”**

**DNIT no: 01/EE(EP-MM)/BEZH/2024-25**

**This Tender Document contains 93 pages only**

**Bharat Sanchar Nigam Limited**  
**(A Govt. of India Enterprise)**  
**O/o Sr. Chief Engineer (Electrical)**  
**BSNL Electrical Zone, Room no- 601,**  
**6<sup>th</sup> Floor, BSNL Bhavan, Adarsh Nagar, Hyderabad-500063**  
**E-Tender Notice**

**From:**  
**Executive Engineer (EP-MM)**  
BSNL Electrical Zone  
Hyderabad.

**To**  
**Prospective Bidders**  
.....

**Subject: E-Tender for the work “Rate contract for Providing Aviation Obstruction Light, Lightning Spike, Earthing, Service Connection for NBSNL BTS cell sites under 4G Phase IX.2 project in Hyderabad BA.”**

**Tender No.: 01/EE(EP-MM)/BEZH/2024-25, Dated: 04-09-2024**

Please find enclosed the tender document in respect of above-mentioned tender which contains the following.

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

**Executive Engineer (EP-MM)**  
**Mob.No:9490181815.**  
**Email:msudheer@bsnl.co.in:**

# BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o Sr. Chief Engineer (Electrical)  
BSNL Electrical Zone, Room no- 601,  
6<sup>th</sup> Floor, BSNL Bhavan, Adarsh Nagar, Hyderabad  
Email:msudheer@bsnl.co.in:

## SECTION – 1 PART A

### DETAILED NOTICE INVITING E-TENDER (DNIT)

1. On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited (BSNL), digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and Two Stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid) on CPPP (<https://etenders.gov.in/e procure/app>), from the eligible bidders for the following work as per details given below:

TABLE-1(Size of Service)

Sl. No.	Name of Work	Contract Period	Estimated Cost (INR)	EMD (INR)	TENDER COST
1	Rate contract for Providing Aviation Obstruction Light, Lightning Spike, Earthing, Service Connection for NBSNL BTS cell sites under 4G Phase IX.2 project in Hyderabad BA.	12 months for RC and 2 months for each individual work	Rs.28,38,589	Rs.56,772/-	Rs.590/-

**Note 1:** The Intending bidder must read the terms and conditions carefully. He should submit his bid only if he considers himself eligible and in possession of all the requisite documents. Information and Instructions for bidders posted on website shall form of bid document.

**Note 2:** The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://telangana.bsnl.co.in/> and <https://etenders.gov.in/e procure/app> free of cost.

#### 2. Purchase of Tender Document:

Tender document can be obtained by downloading it from the website <https://telangana.bsnl.co.in>

from the date of issue of NIT and CPP portal <https://etenders.gov.in/e procure/app> following “Link for Etenders by BSNL” w.e.f 05.09.2024 onwards. However for quoting the e-Tender visit <https://etenders.gov.in/e procure/app>

- 2.1 The bidders are required to submit Tender fee of ₹590/- (including GST). Mode of submission of Tender Fee is preferably through online payment mode [RTGS/NEFT etc.] in BSNL A/c as per the below mentioned Bank/Beneficiary Details under intimation to this office. However, Tender Fee may also be submitted through DD/ Banker’s cheque (NOT APPLICABLE FOR E-

PAYMENT MODE).The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "**AO (Cash), Bharat Sanchar Nigam Limited, %CGMT, Telangana Circle**" and payable at "**Hyderabad**". In case, the bidder submits Demand draft as Tender Fee/bid Security, the Name of the bidder shall be mentioned in the DD/Bankers Cheque and also details of the bid & bidder on the back side of the DD/Bankers Cheque issued by Nationalized / Scheduled bank.

**BSNL Bank/Beneficiary Details for e-Payment transaction  
(Applicable both for Tender Fee/EMD): -**

**Beneficiary Bank Details: "AO (Cash), Bharat Sanchar Nigam Limited, %CGMT, Telangana Circle"**

**Name of the Bank:** Bank of Baroda

**Bank branch:** Hyderabad Main Branch

**IFSC Code.** BARB0HYDERA

**Bank account no.** 05110200001650

**MICR Code** 500012002

**3 Availability of Tender Document: .**

The tender document shall be available for downloading from e-tender portal <http://etenders.gov.in/e procure/app> or <https://telangana.bsnl.co.in> w.e.f **05.09.2024 onwards**.

3.1 Physical copy of the tender document would not be available for sale.

3.2 For online bid submission etc., bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- <https://etenders.gov.in/e procure/app> and follow all steps as per functionality of e-tender portal. (Kindly refer Section 4 Part C of tender document for instructions on e-tendering).

**4 Eligibility Criteria:**

In order to become eligible, a prospective bidder shall fulfil the following eligibility criteria:

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

**AND**

BSNL enlisted contractors in the Electrical Category of Class-I(E)/II(E)/III(E).

5 The bidder should have a valid GST No (Goods and Services Tax) and shall submit a copy of the same with the bid. In case of multiple GST numbers, all the numbers can be provided as an annexure.

6 The bidder should have a valid Permanent Income Tax Account No (PAN) and shall submit a copy of the same with the bid.

7 Bidder(s) should not have been **barred /banned/ black-listed** by BSNL/DOT/Govt. Departments/PSU/State Govt./GST Authorities at the time of bidding. A self-declaration stating that the bidder is not black listed by BSNL/DOT/Govt./PSU/State Govt./ GST Authorities, should be submitted with the bid. However, if the bidder(s) is/are found to have been blacklisted by any of the above organization(s) at any stage of the tender process or during supply, action shall be taken as per tender terms and conditions.

8 Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M.No.7/10/2021-PPD (1)

Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders (including their consortium partners) shall submit an undertaking as per Section-6(C) Format in this regard.

- 9 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid.

10 **Bid Security/EMD:**

The bidder shall furnish a single EMD/Bid security as specified in Clause 1 of Section 1 in one of the following ways:

- (a) Demand Draft/ Banker's cheque/FDR drawn in favour of "**AO (Cash), Bharat Sanchar Nigam Limited, %CGMT, Telangana Circle**" and payable at "Hyderabad."

**OR**

- (b) Bank Guarantee from a Nationalized/Scheduled Commercial Bank in India (except Cooperative banks), OR Insurance Surety Bond from Indian Insurance Company, drawn in favour of "**AO (Cash), Bharat Sanchar Nigam Limited, %CGMT, Telangana Circle**" which should be valid for **120** days from the tender opening date. Format for Bank Guarantee is given at Section 7(A) Part I and for Insurance Surety Bond is given at Section 7 (A) Part II. A copy of SFMS by Bidder's EMBG issuing Bank shall also be submitted with EMBG as well as at the time of renewal, if any.

**OR**

- (c) Bidders may also remit EMD/ Bid security through RTGS/NEFT in BSNL A/c on or before bid submission end date in account with details as per clause 2.1 above.
- (d) The Bidders shall mandatorily upload online payment receipt and / or transaction details for the payment of cost of Bid Document & EMD, in their technical part of online bids.

- 11 **Date & Time of Submission of Tender:** The date and time of submission of tender is on or before **11:30 (Hrs) of 17/09/2024.**

- 12 **Date & Time of Opening of Tender:** The date and time of submission of tender is on or before **12:00 (Hrs) of 18/09/2024.**

**Note 8:** In case the time and date of submission (opening) of the bid is declared to be a holiday, the time & date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

13 **Place of opening of Tender bids:**

The tenders shall be opened through 'Online Tender Opening Event (TOE).' BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. BSNL's Officers shall conduct the TOE.

- 14 Tender bids received after due time & date will not be accepted.

- 15 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

- 16 **TIA** (Tender Inviting Authority) reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

- 17 The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the terms and conditions of the downloaded tender document for which their bid being submitted and these are identical to the tender document appearing on the website.

- 17.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 17.2 All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be a true copy in addition to the relevant certificate.
- 17.3 All computer-generated documents should be duly signed/ attested by the bidder/ vendor organization and to be uploaded in the e-portal.
- 18 Before e-tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extent 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 an account shall be entertained by the BSNL in any circumstances.
- 19 In case the eligibility credentials submitted by the lowest bidder (L1) are not found in order at any stage after opening the bids i.e., before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for the next **three years** including any other action under the contract or existing law.
- 20 Bidders has to comply with the Gazette Notification on “Public Procurement (Preference to Make in India) Order 2017– Notification of Telecom Goods, Services or Works”, dated 31.08.2021, issued by Department of Telecommunications, Government of India based on clauses 3(a) of the Department for Promotion of Industry & Internal Trade (DPIIT) Order No. P-45021/2/2017 (B.E.-II) dated 16.09.2020.
- 21 The queries in respect of the tender document, if any, can be submitted through email, latest by **14/09/2024** (date in dd/mm/yyyy). Any query received after this date will not be entertained.

<b>BSNL Contact-1</b>	
Contact Person	Shri M. Sudheer Kumar, EE(EP-MM), Hyderabad
Telephone	9490181815
E-mail ID	msudheer@bsnl.co.in
<b>BSNL Contact-2</b>	
Contact Person	Shri A Sreenivas Reddy, SDE(EP)-III, Hyderabad
Telephone	9490244111
E-mail ID	srinivasreddy.a@bsnl.co.in

**Executive Engineer (EP-MM)**  
**For and on behalf of BSNL**

**SECTION- 2 Part A**  
**Tender Information**

1. **Type of tender:** Single stage submission & two stage opening.
  - a) **No. of Bid Submission Stages for tender: Single Stage.** The bidder shall submit **online** Techno-commercial & Financial bids, simultaneously.
  - b) **Opening Stages:** Two stage bid opening Techno-commercial bid under Technical electronic envelope will be opened first and thereafter financial bids of techno- commercially compliant bidders only shall be opened.
  - c) **No. of Envelopes for submission of Bids:** Two Nos. (Opening stages) (Please See Note-2).
  - d) **E-Reverse Auction: Not Applicable**

**Note 1:** The bids will be evaluated techno-commercially first and thereafter financial bids of techno- commercially compliant bidders only shall be opened.

**Note 2:** Financial bids will be opened for techno-commercially responsive bidders only.

2. **Bid Validity Period /Validity of bid offer : 90 days** from the tender opening date.
3. The first e-envelope will be named as **Techno-Commercial** & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2<sup>nd</sup> envelope will be named as **Financial Envelope** containing financial quote. These envelopes shall contain one set of the following documents:
  - a) **Techno-commercial e-envelope** shall contain scanned copy of the following documents, but not limited to: -
    - 1) EMD/ Bid Security /Bank Transaction details with UTR Number towards the successful e-payment for EMD or Proof of successful e-Payment of EMD, as the case may be.
    - 2) DD towards Tender fee or or Proof of successful e-Payment of Tender Fee, as the case may be.
    - 3) Certificate(s)/ documents towards proof for fulfilment of the eligibility criteria(s) stated in Clause 4 of Section – 1 of the DNIT.
    - 4) Audited Annual Reports (**or**) CA certificate for turnover
    - 5) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
    - 6) Clause by clause compliance as per clause 11.2 of Section-4A & NIL Deviation statement.
    - 7) Bidder's Profile & Questionnaire duly filled & signed.
    - 8) Non-Relation Certificate duly filled & signed.
    - 9) Undertaking & declaration duly filled & signed.

- 10) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-1.
- 11) Tender/ Bid form- Section 9 Part A.
- 12) Checklist of the documents submitted as per Annexure-2 of SECTION 10 PART B

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

Price Schedule, duly filled (BOQ/ Excel format) as per format given in **Section 9 Part– B** with all relevant bid annexures.

c) **Offline Submissions:**

The following documents are required to be submitted offline (i.e. offline submissions) to **EE(EP-MM) O/o Sr. CE(E) , BSNL Electrical Zone, Room No:601, 6th Floor, BSNL Bhavan, Adharsh Nagar, Hyderabad-63** in a sealed envelope on or before the date & time of submission of bids or as stipulated in tender document in a sealed envelope. **However, scanned copies of all these documents shall be mandatorily uploaded in Technical Envelope.** The envelope shall bear the tender number, name of work and the phrase: “Do Not Open Before (due date & time of opening of tender).

- i) EMD/Bid security (original copy)
- ii) DD/ Banker’s cheque
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

**Note 5:** Please note that the online bid shall be archived unopened/rejected at the bid opening stage, if the **scanned copies** of proof of online payment of Tender Fee/EMD are not found in the technical bid part in CPP Portal **and the originals of these are not submitted before bid submission deadline.** Moreover, if the **scanned copies** of Tender Fee/EMD are uploaded in the bid but if the original DD/EMBG towards Tender Fee/Bid security (if not paid through e payment) are not received within 5 days of opening of technical bid parts, then the online submitted bids shall be rejected.

4. **Award of Contract:**

- 4.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found to be technically, commercially and financially acceptable.
- 4.2 Work will be awarded as per clause-2 of section 2 Part B
- 4.3 BSNL reserves the right to counter offer price(s) against the price(s) quoted by any bidder.
- 4.4 The rates finalized, terms and conditions of this tender shall be operative for a period of One year from the date of signing of the agreement between BSNL and contractor. The agreement is attached at Section 7 Part D.

5. **Work Order/ Agreement: -**

5.1 Consolidated work order/ Agreement will be issued by Executive Engineer (E)-II, Hyderabad or any Executive authorized by the Superintending Engineer(E). It will be required to carry out the work under the supervision of the site in-charge for successful completion. Detailed site wise work orders/agreements will be issued by the EE(E)-II, Hyderabad. Timeline for execution of work will be mentioned in detailed work order.



5.2 Depending on the site-specific requirement, BSNL reserves the right to order all or any of the items of work specified in the Schedule of Rates and the quantities are subject to change depending on the actual site requirements.

5.3 Deleted

5.4 The date of work completion will be the date of making over of the site by vendor to the concerned site incharge (SDE/JTO) of BSNL

**6. Payment Terms:**

6.1 Payment to the contractors during progress of work is regulated for all items as below

- a. 70% of the price shall be paid on the receipt of material at site by the consignee and after satisfactory physical inspection.
- b. 30% payment shall be released after satisfactory Installation, Commissioning, Testing and handing over of the work.

6.2 In cases where shortages / damages are intimated to the contractor in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the agreement.

**6.3 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.

6.4 BSNL shall deduct statutory taxes and duties (if any) from payments due to the contractor as per rules of the central/ State Government. The certificate for such deductions shall be issued to the contractor by the Accounts Officer concerned.

**7. Timeline for start of Work:**

Immediately from the date of issue of LOI.

**8. Duration of Contract (Validity of Tender):**

The rate contract will be awarded for **one year**. However, extension for one year or part thereof, will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender.

**SECTION- 2 Part B**  
**Rate Contract**

**1. OPERATION OF RATE CONTRACT**

a) The operation of this Rate Contract shall be governed by the General Rules and conditions of the Contract.

**b) Signing of Contract:**

The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall sign the contract within 15 days consisting of the notice inviting tender, all documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

The agreement to be signed on non-judicial stamp paper and the cost to be decided as per the prevailing local bye-laws or zonal head of the circle. It is a **Rate Contract for executing the works at various BTS stations in Hyderabad BA/ Any BA (Business Area) under Telangana Telecom Circle**

**c) Operation of Rate Contract shall be further governed by the following:**

(i) Original master agreement shall be framed by the Executive Engineer (E), BSNL Electrical Division - II, Hyderabad.

(ii) LOI shall be released for each work, after getting requisition and nomination of DDO from the Electrical Divisions by the O/o Superintending Engineer (E), BSNL Electrical Zone, Hyderabad.

(iii) LOI requisition: Division EE(E) shall work out quantities requirement based on the technical assessment of sites after thoroughly ascertaining the same, duly signed quantities requirement shall be communicated through e-file for further processing of LOI to that site.

(iv) For each and every individual work, award letters will be issued based on LOI and separate agreement shall be made by the D.D.O. concerned with the firm on the basis of the specimen agreement supplied by the Executive Engineer (E), BSNL Electrical Division -II, Hyderabad along with the approved schedule of work specific to the LOI.

(v) No work shall be undertaken without proper letter of Intent as per (ii) above and Completion of agreement formality as per (iii) above.

**(d) Currency of Contract**

(i) The contract shall be valid for issue of LOI for 12 months after the date of award of Rate Contract. The contract can be extended by further period of 12 months or part thereof by mutual consent.

(ii) Time for completion shall be 2 MONTHS for individual works from the date of issue of LOI.

(iii) It is a Rate Contract for executing the works at various **BTS stations in Hyderabad BA**, However for each work a separate award letter will be issued on the basis of rates accepted and a separate independent agreement shall be drawn for each work.

(iv) **BSNL reserves the right to place orders for any of the locations within Telangana state under any of the Executive Engineers (E) at the same rate and conditions of the scope of the contract.**

(v) The rates incorporated in the Rate Contract in respect of different items shall be uniformly applicable to all works within Telangana irrespective of their geographical locations.

(vi) Operation of the Rate Contract is for bonafide Departmental use only and is further restricted to only such works as authorized by Superintending Engineer (E) BSNL Electrical Zone, Hyderabad through DDO nominated by the Superintending Engineer (E) BSNL Electrical Zone, Hyderabad during the currency of the Rate Contract.

## **2. WORK / QUANTITY DISTRIBUTION**

For this Rate Contract the quantities of items in the schedule are specified to split amongst the lowest of Two agencies who agree to the rates decided by the Department in respect of 1st lowest in the following manner:

- (i) 60% to the first lowest tenderer.
- (ii) 40% to the second lowest tenderer.

In case the second lowest tenderer does not agree to match their rates to those of L-1 then 100% work should be awarded to the lowest tenderer.

## SECTION- 3 Part A

### SCOPE OF WORK

- A. General:** The tender is for “Providing Aviation Obstruction Light, Lightning Spike, Earthing, Service Connection for NBSNL BTS cell sites under 4G Phase IX.2 project in Hyderabad BA” on Rate contract basis.
- B. Scope of Work:** The scope of work under this tender is:
- (a) The successful bidder would be required to carry out the following activities as per the site requirement for BSNL Roof Top Towers / Ground Based Towers located at different places in Hyderabad BA.
    - i) SITC of Aviation Obstruction Light (AOL)
    - ii) Supply and installation of Maintenance free Chemical Earthing for roof top towers/ sites where providing of GI Plate Earthing is not feasible / As per the discretion of the Engineer In charge.
    - iii) Providing Earthing with G.I. earth plate of 600 mm X 600 mm X 6 mm for Ground Based Towers
    - iv) Providing Lightning conductor arrangement for tower with 20 mm X 3 mm G.I. strip
    - v) Providing service connection with 16 sq mm. PVC insulated weatherproof multi strand aluminium conductor
    - vi) Internal Wiring for ID BTS
    - vii) Free Cooling arrangement for IDBTS
  - (b) The bidder shall have to get these jobs executed by independent teams of skilled/semiskilled persons, who should be trained in the jobs to be handled.
  - (c) The personnel deployed should be sufficiently trained/ qualified to handle assigned jobs up to desired standards. Cost of training towards handling jobs shall be the responsibility of the bidder.
  - (d) The Safety and security of the equipment / material during dismantling, transportation and till redeployment will be the responsibility of Bidder.

**SECTION-3 Part B****SCHEDULE OF REQUIREMENTS (SOR)**

The Schedule of Requirement (SOR) is given below:

**Name of Work: Rate contract for Providing Aviation Obstruction Light, Lightning Spike, Earthing, Service Connection for NBSNL BTS cell sites under 4G Phase IX.2 project in Hyderabad BA**

<b>Sl. No.</b>	<b>Description of Item / Work</b>	<b>Qty</b>	<b>Unit</b>
(1)	(2)	(3)	(4)
	<b>SUB HEAD-I: SITC OF AOL</b>		
1	SITC of Aviation Obstruction Light (AOL) of low intensity fixed type conforming to the ICAO regulation with minimum Directional (radial) intensity of 32 cd. Polycarbonate Glass optical lens with 38mm dia pipe entry and provision for cable including provision of daylight sensor and fixing on the top of the tower with suitable arrangement including minor modifications to the existing bracket etc., as required. (Degree of protection IP: 54)	10	Jobs
2	Supplying and laying of 2 core 1.5sq mm. PVC/XLPE insulated armoured copper conductor outer sheath of 1.1KV grade on the existing cable tray with locking tags/on surface of wall/ ceiling /floor with clamps/in the GI pipe etc. as required.	300	Mtrs
3	Supplying and making end termination to the 2x1.5 Sq.mm armoured copper cable with suitable Brass compression gland and lugs etc. as required.	20	Sets
	<b>SUB HEAD II: TOWER EARTHING AND LIGHTNING CONDUCTOR</b>		

1	<p>Supply and installation of Maintenance free Chemical Earthing with following components complete with excavation, civil works, including Labor Charges for completing the process, Installation, commissioning &amp; Testing of earthing pits etc., as required.</p> <p>i) A hole of 100mm to 125mm dia shall be augured /dug to a depth of about 2.8 meters.</p> <p>ii) Earthing electrode shall be made of high tensile low carbon steel circular rod ,molecularly bonded with copper with minimum thickness 250 Microns of 17 mm dia 3m long with UL Certified.(ENgraving UL MArk/Name of Manufacturer/ Batch no)</p> <p>iii) Back filled component of Non-bentonite chemical i.e.earth enhancement material (Minimum approximate 30-35 KGs).</p> <p>iv) Copper strip of 300x25x6 mm, to terminate earth rod - 1 no (To be clamped/ exo thermally welded to earth electrode)</p> <p>V) Construction of Earth Pit Inspection Chamber with heavy duty FRP Material of suitable size/ Cement brick with MS cover plate/ Cement Concrete box with CC cover plate .</p> <p>(Note:The agency has to supply and install BSNL Empanelled chemical earthing of JMV PS Limited/Pragati Electrocom(P) Ltd,Gurgaon or SS Make)</p>	69	Jobs
2	<p>Providing Earthing with G.I. earth plate of 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.</p>	12	Jobs
3	<p>Fixing of G.I. strip 25X5mm thick in the Ground/in the existing pipe/on surface of wall or on the existing metal tray etc. as reqd. (Strip will be supplied by the Department and the vendor has to make arrangement for transportation from store to the respective sites)</p>	1080	Mtr
4	<p>Providing and fixing of 40 mm dia Medium Class G.I. pipe on surface of wall/in ground with necessary bends, clamps including excavation and re-filling etc. complete as required.</p>	60	Mtr
5	<p>Laying of 35 sqmm multistrand single core PVC/XLPE insulated copper conductor cable from Main earth electrode to DC earth busbar i/c terminations with cu lugs on surface/recess/ in the existing pipe etc., as required (Cable will be supplied by the Department and the vendor has to make arrangement for transportation from store to the respective sites. )</p>	690	Mts

6	Providing and fixing of Lightning conductor finial made of 25mm dia and 600 mtr Long GI tube having single prong at with 85mm dia 6mm thick GI base plate i/c holes etc., as required.	27	No
7	Fixing of 20 mm X 3 mm G.I. strip along the tower/Wall with suitable insulators /clamps fixed at suitable interval etc., as required.(For Vertical Run, Strip will be supplied by the Department and the vendor has to make arrangement for transportation from store to the respective sites)	735	Mtrs
8	Providing and fixing testing joint, made of 20mm x 3mm thick, GI strip, 125 mm long, 4Nos. GI bolts, nuts, check nuts and spring washers etc. complete as required.	54	No
9	P/F of 40mm dia 2mm thick PVC pipe on surface of wall/in floor with necessary clamps, screws etc., as required.	345	Mtrs
10	Providing and fixing of 300mm x 50mm x 6 mm thick GI bus bar as main earth bus bar on wall surface on suitable insulators having suitable no. of holes for connections complete etc., as required.	45	Jobs
11	Providing and fixing of 300mm x 50mm x 6 mm thick Copper bus bar for DC earth distribution on wall surface on suitable insulators having suitable no. of holes for connections complete etc., as required.	9	Jobs
12	Providing Breaking of the CC flooring/ road and closing of the same with cement and concrete after completion of the earth work and removing of the debris complete as required	4	Cu. mtr
<b>SUB HEAD III: SERVICE CONNECTION</b>			
1	Supplying and Fixing 3 Nos. 63 Amps fuse cutout along with 100A neutral link including interconnections testing earthing etc. complete as reqd.	27	Jobs
2	Supplying and Fixing of Outdoor type PVC box of suitable size on wall surface suitable for accommodating 3Nos 63 Amps fuse cutouts and 63 Amps neutral link, and 3PH 4Wire Energy meter, including providing glass on the front side for viewing the energy meter reading and also, Supplying and fixing of 6mm thick hylum sheet for fixing of energy meter, supplying of 4nos 10sqmm copper conductor wires with copper lugs for connection between Energy Meter and fuse cutouts, providing locking arrangement grouting with bolts, nuts, washers, cutting, welding and painting etc. as required (Sintex/SS make)	27	Jobs

3	Supplying and Fixing of Outdoor type PVC box nominal size of 550mm(H) x 450mm(W) x 150mm (D) on wall surface suitable for accommodating 1No 12 Way SPN DB, 1 No 15A Power plug , providing locking arrangement, grouting with bolts, nuts, washers, cutting, welding and painting etc. as required	9	Jobs
4	Supplying and fixing following way, horizontal type Single pole and neutral, sheet steel, MCB distribution board, 230 volts, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc., as required. (But without MCB/RCCB/Isolator)		
a	12 Way SPN MCB DB, double door	27	Nos
5	Supplying and fixing of following MCB/Isolator in the existing MCB DB complete with connections, testing and commissioning etc., as required.		
a	Single pole 5A to 32A rating, 240/415V, 10kA, "C" curve, miniature circuit breaker suitable for inductive load	108	Nos
b	63 amps , 415V FP Isolator	27	Nos
c	32/40A DP MCB	27	Nos
6	Providing and fixing of 8 SWG dia GI wire on surface or recess for loop earthing along with existing surface / recessed conduit / submain wiring / cable etc., as required	810	Mtrs
7	Supplying and laying of 2 runs of 2 core 16sq mm. PVC insulated weather proof multi strand aluminium conductor outer sheath of 1.1KV grade on surface / existing cable tray with 2runs of 14 SWG GI wire, locking tags in the existing pipe/on surface of wall/ floor with clamps including liasoning with Electricity board authorities, etc. as required. (ISI make)	1080	Mtrs
	<b>SUB HEAD IV: INTERNAL WIRING FOR ID SITES</b>		
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed PVC conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc. as required.		
	a) Group B	27	Pts
2	Supplying and fixing of 4' 18/20W LED fitting suitable for operation on 240V, 50HZ AC supply including interconnection, testing etc., as reqd. (M/s Philips, CG or ss make)	18	Nos
3	Wiring for circuit / sub main wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor single core cable in surface/on existing tray/ recessed medium class PVC conduit, etc. as reqd.		
a)	2 x 1.5 Sq.mm + 1 x 1.5 Sq.mm earth wire	72	Mtrs



b)	4 x 1.5 Sq.mm + 2 x 1.5 Sq.mm earth wire	45	Mtrs
c)	2 x 4.0 Sq.mm + 1 x 4.0 Sq.mm earth wire	90	Mtrs
4	Supplying and fixing metal box of 180mm X 100mm X 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 6 pin 5/6 & 15/16 amps socket outlet and 15/16 amps piano type switch, connection, painting etc. as required.	27	Nos.
5	Supplying and fixing of PVC angle holder on existing PVC junction box including connections etc., as required.	9	Nos.
SUB-HEAD V (FREE COOLING)			
1	Supplying and fixing of 12" Heavy duty exhaust fan of 1400 RPM with gravity louvers suitable for operation on 230V, 50HZ AC Supply including cutting the container / shelter / wall / door, welding, bolts & nuts, proper sealing with sealant etc., as required.(M/s. Almonard/Crompton/SS Make)	18	Nos
2	Supplying and Fixing MS Louvers of 600 mm x 600 mm size, made of 0.6 mm thick MS frame, including cutting, welding alongwith G.I Mesh i/c cutting, welding, one coat red oxide and paint, along with suitable accessories at the location specified by Engineer-in-charge i/c cutting the container / shelter / wall / door, welding, bolts & nuts, proper sealing with sealant etc., as required.	9	Nos
3	Supplying and fixing of Quartz Analog Daily Timer Switch suitable for working on 240V, 50Hz, AC supply including fixing the timer in new suitable MS box, cutting welding, painting etc., as reqd. M/s L&T FM1 or SS make	9	Nos
4	Supplying and laying of 3 core 1.5 sq.mm copper conductor felxible cable for interconnection from DB to timer and from Timer to exhaust Fans etc as red	75	Mtrs

**SECTION-4 Part A**  
**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1. DEFINITIONS**

- 1.1 "The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Bharat Sanchar Nigam Ltd. (BSNL), Telangana Telecom Circle.
- 1.2 "The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- 1.3 "The Vendor/Service Provider/Bidder"** means the individual or firm supplying the goods / services/works under the contract.
- 1.4 "The Goods"** means all the equipment, item, machinery, and/or other materials which the bidder is required to redeploy under the contract.
- 1.5 "The Advance Purchase Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- 1.6 "The Work Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as "Contract" appearing in the document.
- 1.7 "The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- 1.8 "The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- 1.9 "Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- 1.10 "SSA"** means Secondary Switching Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.11 "BA"** means Business Area comprising of one or more SSA's.
- 1.12 "Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- 1.13 "CET"** means Tender Evaluation Committee as defined in this contract.

**2 ELIGIBILITY CONDITIONS:**

- 2.1** Kindly refer to clause 4 of Section – 1 Part A i.e., Detailed NIT.
- 2.2** The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

**3 COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **4 DOCUMENTS REQUIRED**

- 4.1** The detailed list of works required to be executed by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/amendments/addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **5 CLARIFICATION OF BID DOCUMENTS**

**5.1** A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Email of the Purchaser as indicated in section-1 of the of Bid document. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives by the last date as specified in DNIT (section1 of T.E). Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders on e-tendering portal & BSNL website (only for free viewable tenders). Bidders must keep a watch on the above websites.

On CPPP Portal after downloading the tender document, vendors are advised to add the Tender ID to their favorite's, after which alerts for any updates (corrigenda) shall be sent by e-tender system CPPP, to their registered email ID entered on CPPP.

- 5.2** The format in which the clarifications are to be sent via E-mail (soft copy in Excel format), on e-tender portal is as under:

S.No	Page No.	Section (Name & Clause) No.	Statement as per Tender Document	Query by Bidder	Reason for Query

- 5.3** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents. Corrigendum issued by BSNL will be the part of bid document and it is to be submitted by the bidder while submitting the bid.

#### **6 AMENDMENT OF BID DOCUMENTS**

- 6.1** BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2** The amendments shall be notified in writing by email or by Addendum through e- tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.

- 6.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

## **7 DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall ensure availability of the following components:

- 7.1** Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with clause **2 & 10**.
- 7.2** Bid Security furnished in accordance with **clause 12**.
- 7.3** A Clause-by-Clause compliance as per **clause 11.2 of section-4A / NIL** Deviation statement/ certificate.
- 7.4** A Bid form and price schedule completed in accordance with clause 8 & 9.

## **8 BID FORM**

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the works to be executed, brief description of the items, quantity, and prices as **per section- 9**.

## **9 BID PRICES –**

- 9.1** The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. GST and other applicable taxes, packing, forwarding, freight and insurance etc. but excluding Octroi/ Entry Tax which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B. Prices of incidental services should also be quoted. The offer shall be in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2** Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price (Ex-Factory Price) of the goods, GST and other applicable taxes, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.
- (b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part B.
- 9.3** A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.
- 9.4** The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5** “DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account”
- 9.6** The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 PartA. and clause 12 of Sec-5 PartA of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

## **10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

**10.1** The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required as per eligibility criteria under Section-1 & other terms and conditions of this Bid Document).

- a) Additional documents to establish the eligibility and qualification of bidder as specified in Section- I and Section-4 Part A.
- b) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of this section.
- c) Documentary proof of GST registration.
- d) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34 or details of near-relatives working in BSNL.
- e) Certificate of Incorporation/Registration.
- f) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

## **10.2 DOCUMENTARY EVIDENCE FOR FINANCIAL AND TECHNICAL CAPABILITY**

- a) The bidder shall furnish audited Annual Reports or CA certificate for turnover as per requirement of the eligibility criteria.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

## **11. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS**

**11.1** Pursuant to **clause 7**, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

**11.2** **The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:**

A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Section-3. (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (Section- 5 Part A, B) shall not be considered.

## **12. BID SECURITY / EMD**

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.3 A bid not secured in accordance with Para 12.1 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.
- 12.4 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. **24.2 & 27.3** of this section.
- 12.6 The Bid Security or EMD may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently;

**OR**

- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.
- c) The bidder/firm is found to have been already blacklisted by BSNL/DOT/Govt. Org./Govt. Department/PSU/GST Authorities at any stage of tender/supply.

## **13. PERIOD OF VALIDITY OF BIDS**

- 13.1 Bid shall remain valid for period specified in **clause 2 of Tender Information**. A bid valid for a shorter period if on pointing out by BSNL for the same, the bidder does not undertake to make his bid valid for required duration, then the bid shall be rejected by BSNL and shall be treated as nonresponsive.
- 13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without risk of forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid. In such case the validity of Bid security Declaration by bidder will also get extended automatically.

## **14. FORMAT AND SIGNING OF BID**

- 14.1 The bidder shall submit his bid online (in case of e-tendering) complying all eligibility conditions, other terms and conditions of tender document to be read

along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering), by the authorized person and uploaded in the e-portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid and also to be uploaded.

- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid, before uploading on e-tendering portal.

### 14.3 POWER OF ATTORNEY

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person (issuing PoA) by the Board of Director to execute power of attorney shall be attached.

In case Board resolution is available for authorization in favour of the signatory of bid, then separate PoA on stamp paper, is not required. In this case, signature of authorized signatory for the bid must be attested by Bank.

- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- (d) Attestation of the specimen signatures of authorized signatory (**who issues PoA**) by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the powers of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. The letter of authorization shall be indicated by written power of attorney accompanying the bid.

## 15. SEALING AND MARKING OF BIDS

The bid should be submitted as per Clause 3 of tender information.

15.1 The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System.

15.2 The details of sealing & marking of bids in each case is given below:

In Single stage bidding & two envelopes system the bidder shall submit his bid online in two electronic envelopes; (**Refer Section-4 Part C**). The First envelope will be named as **Technocommercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as **per Clause 2 & 10** with Bid Security as per Clause 12. Second envelope will be named as a financial **bid** containing Price Schedules as per Section 9 Part B.

### 15.3 Marking of Tender

- a) The offline envelope shall be addressed to the purchaser inviting the tender:  
**The Executive Engineer (EP-MM), O/o Sr. Chief Engineer (Electrical)**  
**BSNL Electrical Zone, Room no- 601,**  
**6<sup>th</sup> Floor, BSNL Bhavan, Adarsh Nagar, Hyderabad-500063**
- b) The offline envelope shall bear the name of the tender, the tender number, and the words '**DO NOT OPEN BEFORE**' (**due date & time**).
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or delivered in person on above mentioned address (address is given in Clause 15.4 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on BSNL website, e-tender portal (as the case may be).

15.6 If both the envelopes are not submitted as required at **para 15.1 and 15.2**, the bid shall be rejected.

## 16 SUBMISSION OF BIDS

16.1 **Online** Bids must be submitted by the bidders on or before the specified date & time indicated in Clause- 11 of Section-I i.e., DNIT.

16.2 **BSNL** may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.3 The bidder shall submit its bid offer against bid documents purchased / downloaded from BSNL website/ e-tender portal for all as per requirement of the Bid Documents.

## 17 LATE BIDS

No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by BSNL.



## **18 MODIFICATION AND WITHDRAWAL OF BIDS**

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

## **19 OPENING OF BIDS BY BSNL**

19.1 BSNL shall open bids online in presence of representatives of bidders, who choose to attend, at time & date specified in Clause 12 of DNIT(Section-1) on due date.

19.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in **Section-7 C**).

19.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee (or as displayed by e-tender system).

(i) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e., the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bids of those bidders who are techno commercially compliant, will only be opened

(ii) The following information (or as per e-tender system) shall be made available at the time of

Techno-commercial bid opening: -

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information (or as per e-tender system) shall be made available at the time of financial bid opening: -

- a) Name of the Bidder.
- b) Name of the item.
- c) Quantities/Prices quoted in the bid.
- d) Discount, if offered.
- e) Taxes & levies.

19.5 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## **20 CLARIFICATION OF BIDS**

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

## **21 PRELIMINARY EVALUATION**

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 22.1 BSNL shall evaluate in detail and compare the financial bids of only those bidders, whose techno- commercial bids are determined to be substantially responsive pursuant to clause 21.

22.2 The financial evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST which are creditable to BSNL, as per price schedule in **the Section-9 Part B** of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

22.3 If the contractor provider fails to furnish necessary supporting documents i.e., GST invoices etc. in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

## **23 CONTACTING BSNL**

23.1 Subject to **Clause 20**, no bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify its bid or influence BSNL in its bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24 PLACEMENT OF ORDER**

24.1 BSNL shall consider placement of orders only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt.duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz. L1/ L2/ L3 .....etc., keeping other levies & charges unchanged.

24.3 BSNL reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

24.4 Work will be awarded on bidders as per clause 4 of section-2. In the event of other bidders, other than L-1, refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second AWO) at evaluated L-1 price and perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity reserved for MSEs, shall be supplied/completed by the L-1 bidder as part of whole contract.

## **25 BSNL'S RIGHT TO VARY QUANTITIES:**

25.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of AWO.

25.2 BSNL also reserves the right for placement of additional order or up to 50 % of the quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO/AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

25.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued work execution from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO/AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. All successful bidders on who accepted & executed orders for original tendered quantities, will have to accept and execute repeat order ( if awarded at same rate as for original tendered qty) while if lower rates are discovered in negotiations, it will be offered to all existing vendors who will have option to accept the new rate. The vendor offering new lower rate will have the obligation to accept & execute 100% repeat order.

## **26 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

## **27 ISSUE OF ADVANCE PURCHASE ORDER**

27.1 The issue of an Advance Purchase Order (APO)/Advance Work Order (AWO) shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B PART I (for PBG)/ Section – 7B PART II (for surety bond)

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24 of Section 4 Part A.

27.4 In the event of withdrawal of AWO/LoI, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by BSNL.

## **28 AWARD OF CONTRACT**

28.1 The signing of agreement and issue of Purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24 & 27 of this section.

## **29 ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security

in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

### **30 QUALITY ASSURANCE REQUIREMENTS- NOT APPLICABLE**

### **31 REJECTION OF BIDS**

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and  
Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively.

31.4 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

## **32 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT**

As per Appendix-1 to Section 4 Part A

## **33 CLAUSE DELETED.**

## **34 NEAR-RELATIONSHIP CERTIFICATE**

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL **units**\*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, but excluding following:

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State.

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

**\*Unit**, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the “BSNL unit” is defined as “Business Area (BA)”.
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the “BSNL unit” is defined as “BSNL Circle”.
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), “BSNL unit” is defined as “BSNL as a whole”.

34.2 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.3 The format of the certificate is given in Section 6 (B).

34.4 Any near relatives of the bidder entity (as defined above) in the tender Inviting Unit will not be included in any stage of tender process, award process and execution process. Any near relative of bidder entity, shall recuse himself from the above processes immediately on opening of tender.

## **35 VERIFICATION OF DOCUMENTS AND CERTIFICATES**

35.1 The bidder will ensure that all the documents and certificates, including experience/performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

35.2 If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

**Note for Tender opening Committee:**

- a) At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.
- b) The documents/ papers to be submitted in respective bid part have been explicitly stated in Clause 7 of Section-4 Part A.
- c) This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- d) These papers will be treated as authentic one, in case of any dispute.

**36 SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT**

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time as applicable.

<b>Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)</b>		
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
<b>A</b>	<b>B</b>	<b>C</b>
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD / PBG;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	iii) If EMD is submitted and PBG is found to be forged, then EMD will be forfeited.
	<b>Note 1:- Deleted</b>	
	<b>Note 2:- Payment for already received supplies/ completed work shall be made as per terms &amp; conditions of PO/ WO.</b>	

1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Service Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)</i>	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
1(b) cont d.	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	i) Cancellation of APO. ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However, on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<i>(iv) If detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However, on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	



2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Termination of PO/ WO. ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk &amp; cost of the defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

5.2	<p>Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).</p> <p><b>(NOT APPLICABLE)</b></p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in a network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle. <b>(NOT APPLICABLE)</b></p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL.</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>Network Security/ Safety/ Privacy: - If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
7 con-td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p>	<p>( Continued from page 178) iv) Legal action will be initiated by BSNL against the Vendor if required.</p> <p><b>(NOT APPLICABLE)</b></p>

	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>
8 con-td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.

	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Service Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of this tender.		
<b>Note 8:</b> -In case of clash between these guidelines & provision of invited tender, the provision in this tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ CMC / CCMC which will continue along with settlement of Bills.		

## **SECTION-4 Part B**

### **SPECIAL INSTRUCTIONS TO BIDDERS**

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e., GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

#### **1. EVALUATION**

1.1 The evaluation process comprises the following three (3) steps:

**Step I** : Fulfilment of requirements of Eligibility criteria, EMD and tender fee.

**Step II** : Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNIT.

**Step III** : Selection of Successful Bidder.

#### **1.2 Step I - Responsiveness check of Techno-Commercial Bids**

1.2.1 The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in Clause 4 of DNIT.

1.2.2 Any of the following may cause the Bid to be considered "non-responsive", at the sole discretion of BSNL.

- a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 5, format for disclosure, valid EMD;
- b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;
- d. Information not submitted in formats specified in the Bid Document
- e. Bid not providing information/ document to satisfy Qualification Requirements;
- f. Bidder not meeting the criteria mentioned in Clause 4 of Section 1 DNIT of this Document.
- g. Bid validity being less than that required as per Clause 13 Section 4A of this Bid Document;
- h. Bid being conditional in nature.
- i. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;
- j. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- k. Bidder delaying in submission of additional information or clarifications sought by BSNL.

- l. Bidder makes any misrepresentation of facts.
- m. Bid not accompanied by valid EMD.

1.2.3 Each Bid shall be checked for compliance with the submission requirement set forth in this Bid Document before evaluation of Bidder's fulfillment of Qualification Requirement is taken up.

### **1.3 Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause4 Section 1 DNIT**

- 1.3.1 After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in Section 7 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause4 of Section 1 DNIT.
- 1.3.2 Price Bid of only those bidders will be opened whose Techno-Commercial qualification requirement, prima facie meets the Qualifying Criteria. However, if at a later stage it is found that Techno- Commercial bid doesn't meet the qualification criteria, bid can be rejected at sole discretion of BSNL.

### **1.4 Step III – Selection of Successful Bidders**

- 1.4.1 Only the bids qualifying in Step II above, shall be financially evaluated for respective cluster, in this stage, on the basis of their quote as per financial schedule in Section 9 Part-B.
- 1.4.2 Successful Bidder shall unconditionally accept the AWO/APO, issued by BSNL, within 14 days of issue of AWO/APO.
- 1.4.3 If the Successful Bidder, to whom the AWO/APO has been issued, does not accept the AWO/APO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD ( in case of L-1 bidder).
- 1.4.4 It shall not be binding upon BSNL to accept the lowest bid as successful.
- 1.4.5 It shall not be obligatory on the part of BSNL to furnish any information or explanation for the cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.
- 1.4.6 BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.
- 1.4.7 BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.
- 1.4.8 BSNL's decision in this regard shall be final and binding

## SECTION- 4 PART C

### E-TENDERING INSTRUCTIONS TO BIDDERS

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in/eprocure/app>

#### 1. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### 2. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 3. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

*Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

### 4. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.



- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **5. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**0120-4200 462/4001 002/4001 005,**

**International Bidders are requested to prefix +91 as country code**

### **Email Support:**

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.

**Technical – [support-eproc@nic.in](mailto:support-eproc@nic.in) Policy Related – [cPPP-doe@nic.in](mailto:cPPP-doe@nic.in)**

**For any technical related queries please call at NIC Help Desk Number (between Monday to Friday, 9 AM to 5 PM). [CPPP-nic@nic.in](mailto:CPPP-nic@nic.in) +911124305265**

**SECTION-4 Part D**  
**SPECIAL AND ADDITIONAL CONDITIONS**

The bidder shall read carefully the following conditions and shall quote accordingly.

**1 EARNEST MONEY DEPOSIT:**

- 1.1 Validity period:** The validity period of Earnest Money deposit should be kept 30 days beyond the Tender validity i.e. 90+30=120 days, as the tender validity period is 90 days.
- 1.2 Extension of Validity period:** In case, where the letter of award of work cannot be placed within the validity period of tender, the BSNL can request all Bidders 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 Bidder is free to either extend the validity or refuse the request to extend the validity.
- 1.3 Release of Earnest Money Deposit:** Earnest money deposit of all unsuccessful Bidders shall be released within one week of issue of tender acceptance letter to the successful Bidder. Where the BSNL requests the Bidder to extend the validity of the tender beyond the stipulated period given in the tender documents, and the Bidder refuses to extend the validity of his tender, the earnest money deposit of such Bidders shall be returned forthwith.
- 1.4** If the firm fails to start or withdraws from agreement, then as per relevant clause of the agreement, EMD @ 2% of the amount of agreement shall be forfeited from EMD available with the agreement or from any money due to the firm by the department under this contract or on any other account.

**2 PERFORMANCE GUARANTEE:**

- 2.1** The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of Bank Guarantee (of a Nationalized/ Scheduled Bank in a standard format) /CDR/FDR/DD within 14 days from the date of issue of acceptance letter. The EMD of successful Bidder shall be released after receipt of performance guarantee.
- 2.2** The validity period of the performance security in the form of performance bank guarantee shall be 24 months and in the event, the time of completion of the work gets enlarged/ extended, the Service Provider shall get the validity of the performance guarantee extended to cover such enlarged time.
- 2.3** Contractor has option to deposit performance guarantee in the form of bank guarantee in the prescribed format as per performa 7(B)(I) given under section-7 or may also be submitted as Insurance Surety bond as per format furnished in Section 7B (II)
- 2.4** The Performance guarantee shall be released after 12(Twelve) months of the actual completion of work.

**3 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 along with the sum already deposited Performance Guarantee will amount to security deposit of 10% of the tendered value of the work. This Security Deposit shall be released after an observation period of 12 months after the date of completion of work.

#### **4. OPERATION OF CONTRACT:**

- 4.1 This is tender for various BTS sites under Hyderabad BA.
- 4.2 After tender is accepted, Agreement will be made in between the EE (E) concerned and the contractor on the basis of tender approved.
- 4.3 Operation of this contract is for bonafide use of BSNL only and is further restricted to only for such works as are authorized by BSNL.

#### **5. STORES AND SAFETY**

- 5.1 All the stores and materials required for the satisfactory completion of the work shall be arranged at site by the Contractor from his own sources. Lockable space for storing the material may be provided on request. However, safe custody of the material stored at site will be responsibility of the Contractor till the completion/ handing over of the work.
- 5.2 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. However, damaged items shall be replaced by the Contractor as per the direction of Engineer-in-Charge.

#### **6 COORDINATION AT SITE**

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

#### **7 GUARANTEE, MAINTENANCE & DEFECTS LIABILITY AT THE COMPLETION OF CONTRACT:**

- 7.1 On completion of the contract, the Contractor shall certify and get verified from the Engineer in charge that all equipment/Installations are free from any defect due to defective material and bad workmanship/services and also the equipment/ Installations shall work satisfactorily with performance and efficiencies not less than the rated values corresponding to the life of equipment/ Installations.
- 7.2 Any equipment/ Installation found defective on verification shall be replaced/ rectified free of cost by the Contractor. The services of the Contractor's personnel, if required during this period shall be made available free of cost to the BSNL.

#### **8 DATE OF COMPLETION**

The work shall be deemed to have been completed after the fulfilment of the following:

- 8.1 The date of satisfactory completion of the contract including extended period under deviation free from any defect and handed over to Department

#### **9 BYE-LAWS, INDEMNITY AGAINST LIABILITIES**

- 9.1 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

fees and other charges and giving/ receiving all necessary notices and keep the Engineer-incharge informed about the notices issued and received.

- 9.2 The Contractor shall indemnify the BSNL against all claim in respect of patent rights, design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the work 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 him-self pay all royalties.
- 9.3 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.
- 9.4 All liabilities/ penal recoveries on matters arising out of tax / excise/ levies such as incorrect deductions, discrepancies in the filing of returns, revised assessment by the concerned authorities etc. shall be borne by the contractor.
- 9.5 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.

#### **10 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: -**

- 10.1 Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract and the agreement will be closed immediately, the due payments will be issued to the legal heirs of the agency after producing the proof of the same along with death certificate of the agency.

#### **11 Indulging of contactor in criminal/ anti-social activities and cases under investigation/ charge sheeted by CBI or any other Government agencies etc.;**

- 11.1 If the CBI/ Independent External Monitor (IEM) / Income Tax/ Sales Tax / Central Excise/ Custom Department recommended such a course: Action will be taken as per direction of CBI or concerned department.

#### **12 VARIATION IN GST:**

- 12.1 In case of any statutory variation in regard to Input tax credit, within the currency of individual agreement including extension of time period, the same shall be admissible as per actual Input tax credit only, subject to the condition that the reason for such extension of time period is not attributable to the agency.

**SECTION – 4 PART-E**  
**WORK SPECIFICATIONS**

**A. SPECIFICATION FOR THE WORK OF PROVIDING EI & FANS**

1. The work shall be carried out in accordance with CPWD General specifications for Electrical (Part I- Internal –2023 and Part II External –2023) as amended upto date. All Installations Comply with **the requirements of Indian Electricity Rules 1956 as amended upto date.**
2. All material to be arranged by the contractor for use in the work shall be of approved make and shall be as per relevant Indian Standard Specifications. Where it is Mandatory to use ISI. marked material, the same Shall be arranged by the contractor according.
3. Bad workmanship is liable to be rejected in toto.
4. The contractor shall get the approval of the Site Engineer /Company or his authorized representative regarding the route of conduits, no. of runs, diameter of conduits, no and size of wires, location of pull boxes, route of cables in ground /wall for electrical /telephone works covered herein.
5. The contractor shall employ the technical staff for electrical works separately, during the execution of work.
6. All repairs & patch work, if any, shall be neatly carried out to match with the original finish and to the entire satisfaction of the Site Engineer. Any damages to the building due to execution of work shall have to be made good immediately by the contractor at his own cost.
7. The contractor shall make his own arrangement at his own cost for all general and special electrical tools and plants required for electrical work. Entire safety precaution during installation shall be taken as per relevant I.S, I.E. Rules and CPWD specifications.
8. Adopted boxes, wherever used, shall be of not less than 18 SWG M.S. sheet. M .S. conduits shall be black stove –enameled with 18 SWG wall thickness.
9. It will be the contractor’s responsibility to get the electrical installation works inspected by the Local Statutory Authorities, fire office and such other officials. No extra payment /claims are allowable on this account.
10. The contractor shall obtain & pay for all permits, licenses & Certificates for approval required by all relevant authorities & organizations. All Work of the contractor shall conform to the requirements of local codes.
11. The work shall be carried out as per Regulations and in best workmanlike manner by licensed persons the names of licensed persons working in the installation shall be furnished to the Site Engineer prior to the commencement of the work.
12. It is brought to the attention of the contractor that:
  - a. All electrical portable tools should be either 240 volts double insulated or 50 volts via Transformer.
  - b. The contractor has to supply all necessary ladders/ steps which must be in good safe condition.
  - c. Entire safety precautions during installations shall be taken as per relevant I.S.I.E, Rules and C.P.W.D. Specifications.
13. Sub-Distribution boards shall be equipped with miniature circuit breaker. Miniature circuit Breakers shall have adequately sized terminals for the out-going leads. Distribution boards shall have adequately rated phase and natural bus-bars of high conductivity electrolytic aluminum with adequately sized terminals or clamps for the incoming conductors.

Sub- Distribution Board shall have an earth bar with necessary number of terminals or connecting the earth continuity conductors associated with the various circuits supplied from the board. Each distribution board shall have a circuit schedule pasted or otherwise permanently fixed inside the cover stating the designation and details of the circuits controlled and the rating of the miniature circuit breakers. The Board shall be constructed of sheet steel and provided with removable conduit entry plate at top with gasket door arrangement.

Non-flammable insulating barriers shall be provided between poles and phases and all live parts protected with non-flammable insulating shields to prevent accidental contact while replacing or operating the miniature circuit breakers.

14. All Electrical works shall be carried out along with the progress of Civil works. Any debris due to electrical works shall be removed and the site shall be cleared by the Contractor as soon as the work is completed.

### **GENERAL**

Complete electrical installation shall be carried out in strict accordance with Indian Electricity Rules and ISI codes of practices as is also explained in various CPWD specifications and NBC etc. The contractor is expected to keep the latest editions of these books available with him for reference.

### **DETAILED SPECIFICATIONS**

#### **SECTION-I : - CONDUIT INSTALLATION (GENERAL)**

PVC conduits and accessories shall be used as required.

Conduits shall have draw-in boxes for every 10 M of straight length or for every 7.5M of run containing bends or for every third bend.

Conduits shall be installed in such a manner that all cables/wires can be drawn-in-after erection with ease by means of a pull wire.

#### **SECTION-II :- SYSTEM OF INTERNAL WIRING**

The system of internal wiring shall consist of PVC insulated stranded copper conductor wire of 1.1 KV grade in conduits. The point wiring shall be done in the 'Looping System'. The phase shall be looped at the switch box and neutral may be looped from one point to another point ceiling/wall. The looping shall however not be permitted in the switch or fixture- terminals but through approved insulated mechanical connectors. Rate of wiring is inclusive of cutting chases in wall, RCC for laying conduit and repairing the wall with CM 1:4 (1 cement: 4 sand). No extra to be paid on this account.

Lights and fans shall be wired on a common circuit subject to a maximum load of 800 watts per circuit or 8 points whichever is less.

#### **SECTION-III :- SWITCHES, SOCKETS AND FIXTURES**

Lighting Switches & Socket Outlets:

Light switches shall comply with IS 3854-1966 and IS5987-1970. These shall be rated 5Amp and shall be one way, two way as detailed.

Sockets outlets shall be in accordance with IS1293-1967 AND S4615-1968.

All switches, bell pushes and socket outlets shall as per specific requirements in the Bill of Quantities.

Where several switches on one phase are shown adjacent they will be installed in composite ganged units. Different phases or circuits shall not be ganged in one box.

All 240 V outlets shall be 3 pin type with earth contact effectively connected to earth in all cases. The earthing terminal fixed to the metal box. From this earth terminal the contractor shall install an earthing fly lead of 2.00 sq.mm copper earth conductor to the socket outlets terminal. The fly lead shall be of sufficient length to facilitate the ease of removal during maintenance.

All MS boxes for switches, socket outlets etc. shall be of 18 SWG.

For finding the exact location for fixing switch boxes or sockets shown on the electrical layout plan, a small arrow-mark is given near a group of such sockets. The contractor shall follow this mark for deciding the location on the horizontal plane.

#### **SECTION-IV: - CIRCUITING & CONDUITING**

The power circuits for 15 Amp sockets shall be wired on one circuit.

Prior to laying and fixing of conduits, the contractor shall prepare shop drawings indicating the number and sizes of conduits, location of junction boxes, sizes and location of switchboxes and other relevant details. The shop drawings shall be for approved by the Site Engineer the actual laying of the conduits.

Only four sizes of conduits should be used 20 mm, 32 mm and 40mm dia. The 25mm dia conduits shall carry maximum of two nos. of power circuits and three nos. of lighting circuits while 20 mm dia conduits shall carry one of lighting circuit run between first switchbox to the next switchbox on the same circuit, two mm dia conduits shall carry maximum of four no's of independent telephone circuits each of 2 pair 0.61 mm dia telephone wire. The 32 mm & 40 mm dia conduits are generally meant only for sub mains.

Colour code shall be maintained for the entire wiring installation; Red, yellow and Blue for the three phases and Black for neutral. The insulation colour of wires shall therefore be selected accordingly while ordering these wires.

#### **SECTION V: - DISTRIBUTION BOARDS FOR WIRING CIRCUITS (DBs)**

The enclosures shall have all necessary accessories like DIN channels, neutral links, earthing terminals and requisite number of knock-outs at the top and bottom (removable) plate with knock-outs at the top and bottom shall be preferred rather than knock-outs on the casing itself) MCB boxes of local make will not be accepted.

MCBs shall be flush mounted and shall be provided with trip-free manual operating level and on and off indications. The contacts shall be provided to quench the arc immediately. MCB shall be provided with magnetic thermal release for over current and short circuit protection. The overload or short circuit device shall have a common trip bar in the case of DP and TP miniature circuit breakers.

Engraved PVC labels shall be provided on all incoming and outgoing circuits. Circuits diagram showing the arrangements of circuit inside the distribution n board shall be passed on inside of the panel door and covered with transparent plastic sheet.

In wiring a distribution board, it shall be ensured that total load is divided evenly between the three phases and number of ways.

#### **SECTION-VI: - EARTHING**

All the non-current carrying metal parts of electrical installation shall be earthed property. All distribution boards, light fittings and all others parts made of metal shall be bonded together and connected by means of specified earthing in conformity with Indian Electricity Rules (1956) and IS 3043-(1987)

Earthing conductors shall be of copper or as specified at various places and against the items in the bill of quantities.

Neutral conductors water pipes, structural steel work metallic enclosures, metallic conduits and lighting protection system conductors shall not be used as link in an earthing system. The electrical resistance measured between earth connection at the main switch board and any other point on the completed installation shall be low enough to permit the passage of current necessary to operate the miniature circuit breakers, and shall not exceed 1 OHM.

The contractor shall make all necessary tests, both as the installation proceeds and on completion to ensure effectiveness of the earthing system and compliance with the (S) regulations.

#### **SECTION VII: - SPECIFICATION FOR CABLE LAYING**

1. The work will be carried out as per current CPWD specifications and Indian Electricity rules amended time to time.
2. The work will be supervised by qualified supervisor from the contractor side.

3. The layout of the work will be given by the Engineer in charge or his duly authorized representative at site of work and the route for the cable laying should be got approved by the Engineer in charge.
4. All necessary tools & plants shall be arranged by the contractor at his own cost and risk.
5. The contractor will be held responsible for any damage to the building or equipment at the time execution of work.
6. The cable shall be as per the relevant IS amended from time to time, Test certificate should be submitted by the contractor for the cables supplied by him. The whole work shall be guaranteed for the period of one year from the date of completion .The cable should be tested on load after laying the same.
7. The tenderer should specifically mention the make of the cable proposed to be used by him. Entire materials intended for use should be got approved by the Engineer in charge before the actual use. The rejected materials shall be removed immediately from the site of work.
8. The cable laying, cable jointing shall be carried out in the presence of Engineer in charge or his duly authorized representative. In making connection on switches and other terminals no strand of conductor shall be cut to facilitate entry of conductor, but by use electrically equivalent copper conductor.

### **SECTION-VIII: - TESTING**

On completion of work, the entire installation shall be subject to the following tests:

1. Wiring Continuity test
2. Insulation resistance test
3. Earth continuity test
4. Earth resistance test.
5. Polarity test for switches.

Besides the above, any other test specified by the local authority shall also be carried out. All properly tested and calibrated instruments for testing, labour, materials, and incidentals necessary to conduct the above test shall be provided by the contractor at his own cost.

The tests shall be carried out as per national Electrical Code and completion report shall be furnished as per of National Building code of India.

### **B. SPECIFICATIONS FOR AVIATION OBSTRUCTION LAMP (AOL) : -**

- 1) Aviation Obstruction Lamp (AOL) of low intensity type B, fixed type must be conformed to the ICAO regulation with minimum Directional (radial) intensity of 32 cd.
- 2) Input operation voltage : 230 V 1 ph 50HZ
- 3) Optical lens : Polycarbonate Glass
- 4) Operating temperature: -10 to +60 Degc

### **C. SPECIFICATIONS FOR MAINTENANCE FREE CHEMICAL EARTHING:-**

(As per Specification of RDSO/SPN/197/2014)

#### **1 Design of Earthing & Bonding system**

##### **1.1 Earth Electrode:-**

- The earth electrode shall be made of high tensile low carbon steel circular rods, molecularly bonded with copper on the outer surface to meet the requirements of Underwriters Laboratories (UL) 467-2007 or latest or IEC 62561. Such copper bonded steel cored rod is preferred due to its overall combination of strength, corrosion resistance, low resistance path to earth and cost effectiveness.
- The earth electrode shall be UL listed and of minimum 17.0mm diameter and minimum 3.0mtrs. long.
- The minimum copper bonding thickness shall be of 250 microns.



- Marking: UL marking, Manufacturer's name or trade name, length, diameter, catalog number must be punched on every earth electrode.

- Earth electrode can be visually inspected, checked for dimensions and thickness of copper coating using micron gauge. The supplier shall arrange for such inspection at the time of supply, if so desired.

### **1.2 Earth enhancement material:-**

Earth enhancement material is a superior conductive material that improves earthing effectiveness, especially in areas of poor conductivity (rocky ground, areas of moisture variation, sandy soils etc.). It improves conductivity of the earth electrode and ground contact area. It shall be tested and confirm to the requirements of IEC 62561-7 having following characteristics:-

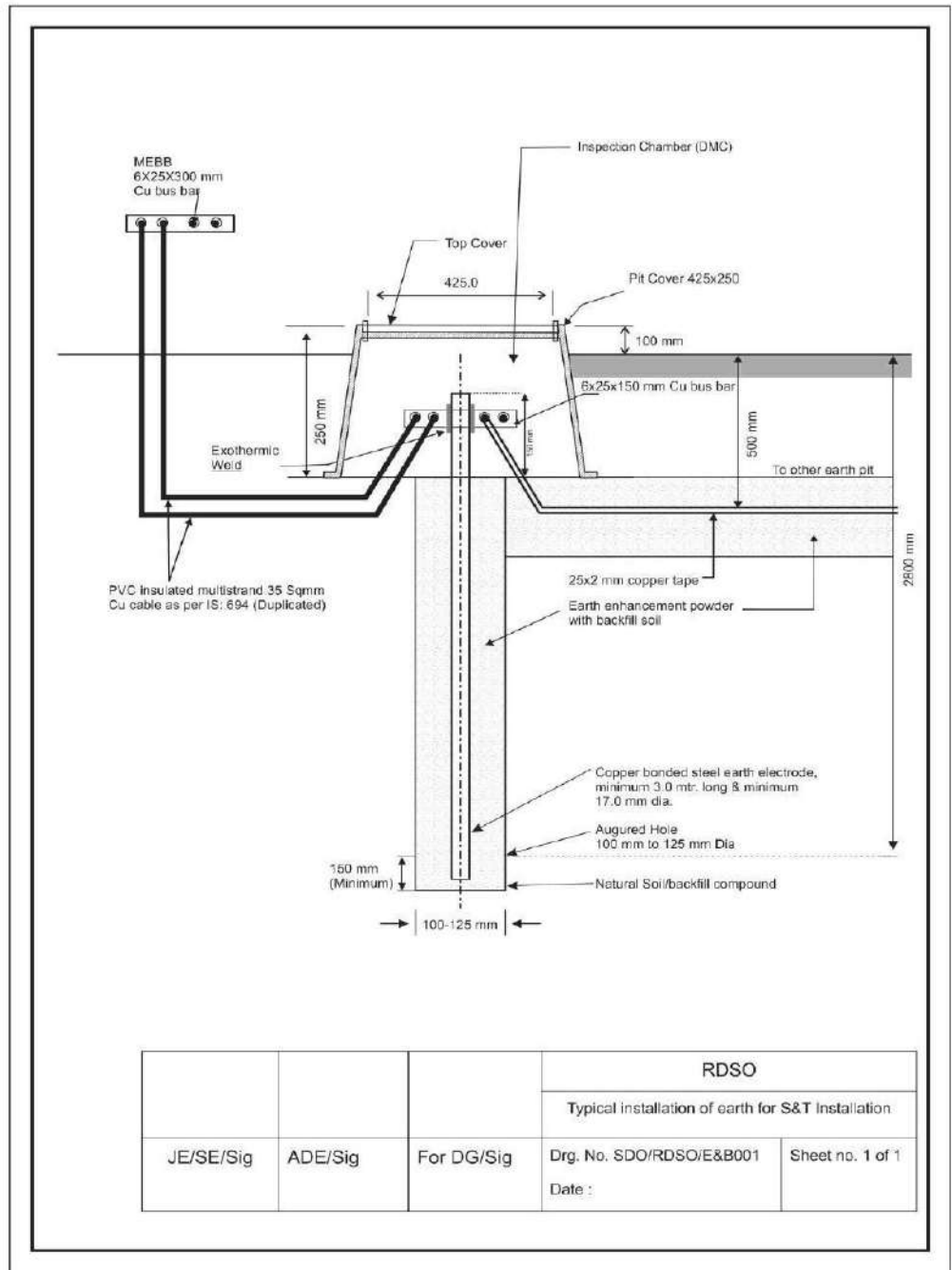
- Shall mainly consist of graphite. Bentonite content shall be negligible.
- Shall have high conductivity, improves earth's absorbing power and humidity retention capability.
- Shall be non-corrosive in nature having low water solubility but highly hygroscopic.
- Shall have resistivity of less than 0.2 ohms-meter.
- Shall be suitable for installation in dry form or in a slurry form.
- Shall not depend on the continuous presence of water to maintain its conductivity.
- Shall be permanent & maintenance free and in its "set form", maintains constant earth resistance with time.
- Shall be thermally stable between -100 C to +600 C ambient temperatures.
- Shall not dissolve, decompose or leach out with time.
- Shall not require periodic charging treatment nor replacement and maintenance.
- Shall be suitable for soils of different resistivity.
- Shall not pollute the soil or local water table and meets environmental friendly requirements for landfill.
- Shall not be explosive.
- Shall not cause burns, irritation to eye, skin etc.
- Marking: The Earth enhancement material shall be supplied in sealed moisture proof bags. These bags shall be marked with Manufacturer's name or trade name, quantity etc.

### **1.3 Backfill material**

The excavated soil is suitable as a backfill but should be sieved to remove any large stones and placed around the electrode taking care to ensure that it is well compacted. Material like sand, salt, coke breeze, cinders and ash shall not be used because of its acidic and corrosive nature.

### **1.4 Earth Pit**

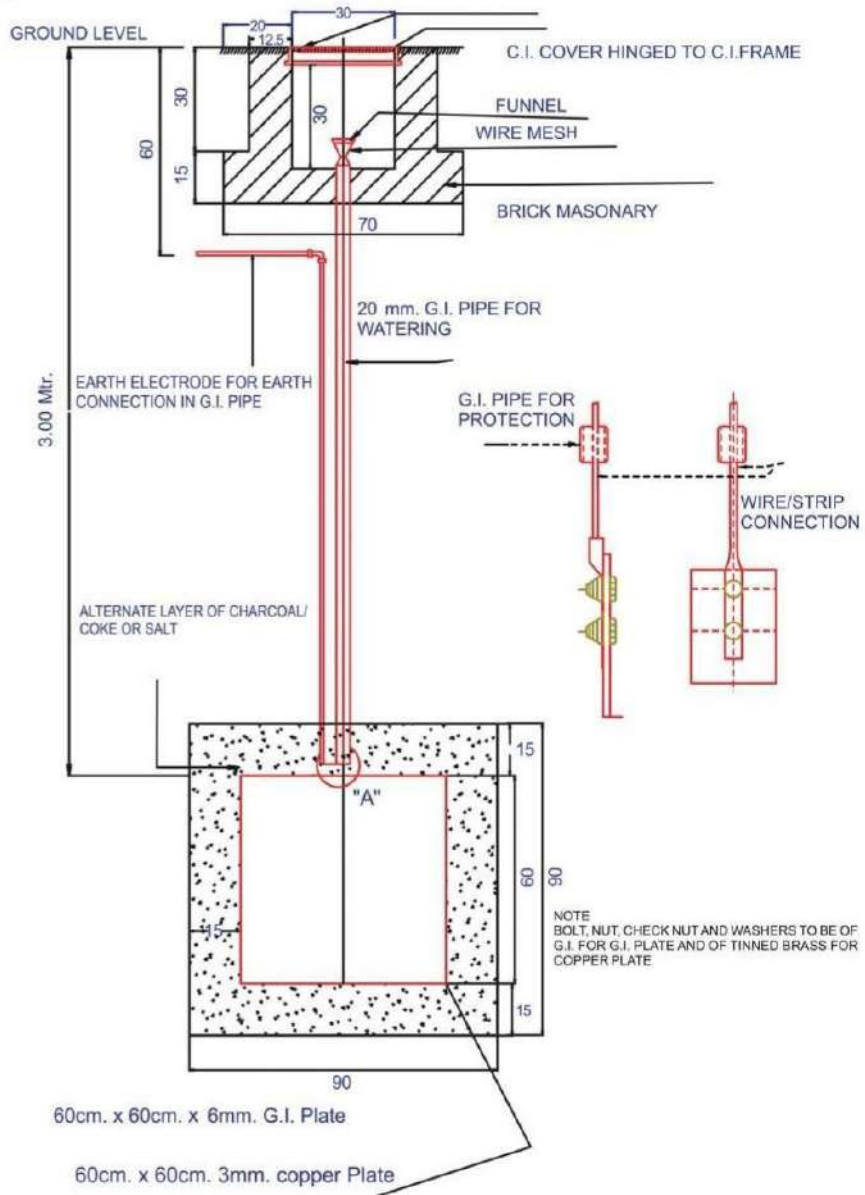
- Construction of unit earth pit: Refer typical installation drawing no. SDO/RDSO/E&B/001.
- A hole of 100mm to 125mm dia shall be augured /dug to a depth of about 2.8 meters.
- The earth electrode shall be placed into this hole.
- It will be penetrated into the soil by gently driving on the top of the rod. Here natural soil is assumed to be available at the bottom of the electrode so that min. 150 mm of the electrode shall be inserted in the natural soil.
- Earth enhancement material (minimum approx. 30-35 kg) shall be filled into the augured/dug hole in slurry form and allowed to set. After the material gets set, the diameter of the composite structure (earth electrode + earth enhancement material) shall be of minimum 100mm dia covering the entire length of the hole. Remaining portion of the hole shall be covered by backfill soil, which is taken out during auguring /digging.
- A copper strip of 300mmX25mmX6mm shall be exothermically welded to main earth electrode for taking the connection to the main equi-potential earth busbar in the equipment room and to other earth pits, if any.
- Exothermic weld material shall be tested as per provisions of IEEE 837 by NABL/ILAC member labs.
- The main earth pit shall be located as near as possible to the main equi-potential earth busbar.



			RDSO	
			Typical installation of earth for S&T Installation	
JE/SE/Sig	ADE/Sig	For DG/Sig	Drng. No. SDO/RDSO/E&B001	Sheet no. 1 of 1
			Date :	

**FIG F-18**  
**(Clause F-8.9.2(c))**  
**Method of Plate Earthing**  
*[Clause 8.4.1.1(ii)]*

NOT TO SCALE



**LIST OF APPROVED MAKES OF BSNL ELECTRICAL WING**

S. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)
2	Alternator (Brushless)	Crompton Greaves (AL. series)/ KEC/ Leroy Somer/ Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja/ AMCO/ Farukawa/ Hitachi/ Exide/ Prestolite/ Standard / manufacture approved make in case battery is of same make as that of Engine and supplied by the Manufacturer only (Kirloskar, Cummins pulse etc.,)
4	HV Switchgear (Vacuum Circuit Breaker/ SF6)	Biocco Lawrie/ Crompton/ Kirloskar/ MEI/ Jyoti Ltd
5	Transformer (Oil filled/ Dry type)	ABB/ Schneider Electric/Andrew Yule/ Bharat Bijlee/ Crompton/ EMCO/ Kirloskar/ Siemens
	a) Above 400 KVA	
	b) Up to 400 KVA	In addition to above makes, Uttam/ Automatic Electric Gear(AEG)/ Patson/ Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric/ Siemens
7	MCCB (Ics=Icu)	L&T/ Schneider Electric/ Siemens
8	SDF units	L&T/ Schneider Electric/ Siemens/ HPL/Havells
9	Power Contactors	L&T/ Schneider Electric/ Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells/ H-H Elcon
11	Intelligent APFC Relay	L&T/ EPCOS (Siemens)/ Schneider Electric/ Neptune Ducati/ Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/ L&T/ Schneider Electric/ ABB/ Legrand/ Zeta
13	Power Capacitors (MPP/ APP)	L&T/ EPCOS (Siemens)/ ABB/ Crompton/ Schneider Electric/ Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh/ Universal/ HPL/ L&T/ ABB
15	Cold shrink HT/LT Cable Joint	Denson/ 3M(M-Seal )/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator/ ELCB/ RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ ABB/ HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/ Bharti/ Ratan/ Slotco/ Profab
20	HT/ LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB

24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE/ Khaitan/ Almonard/ Crompton
26	Starter	ABB/ BCH/ Schneider Electric/ L&T/ Siemens /
27	Single Phase Preventer	L&T/ Minilec/ Siemens/ Zerotrip
28	GI/MS Pipe	ATC/ ATL/ BST/ GSI/ ITC/ ITS/ IIA/ JST/ Jindal/ TTA/ Tata/ Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/ Audco/ Johnson Controls/ Zoloto/ Annapurna/ Fountain/ Kirloskar/ Leader/ Sant / Trishul
31	Compressors	Carrier/ Emerson copeland/ York/ Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass/ Pilkington/ UP Twiga
33	Expanded Polystyrene	BASF(India) Ltd.
34	Gauge	Feibig/ H.Guru/ Pricol
35	Controls	FLICA/ Honeywell/ Indfoss/ Penn-Danfoss/ Ranco/ Ranutrol/ Sporland
36	Fine Filters	Anfiltra Effluent/ ARW/ Athlete/ Airtake/ Dyna / Kirloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37	GI Sheet	HSU Jindal / National / Nippon Denro / Sail / Tata
38	Heat Detector	Appollo/ Chemtron/ Edward/ Fenwal/ Hochiki / Nitton/ System Sensor/ Wormald/ Honeywell Essar/ Notifier
39	Ionization Detector	Appollo/ Cerebrus/ Edward/ Fenwal / Hochiki / Nitton / System Sensor / Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald / System Sensors
41	Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel Elect./Honeywell Essar/Notifier/Navin Systems
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS, Kone, Mitsubishi,Schindler, Johnson, Thyssenkrupp Elevator(India)

**NOTE:**

1. Any other make approved by BSNL EW, corporate office till the last date of opening of tender is also acceptable.
2. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer/HT Panel/DG/AC Package Units as supplied by approved manufacturer along with the equipment's are also acceptable in addition.

## SECTION - 5 Part A

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods/services/works.

#### 2. STANDARDS

The works to be executed under the contract shall confirm to the BSNL standards

The work executed under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

#### 3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

#### 4. PERFORMANCE SECURITY

4.1 The Successful bidder (including MSE bidders) shall furnish performance security to the purchaser for an amount equal to **5 %** of the value of Advance Purchase Order within 14 days from the date of issue of Advance Purchase Order by the BSNL.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of either DD in favour of “**Account Officer(Cash), BSNL, O/o. CGMT, Telangana Circle payable at Hyderabad**” or in form of Bank Guarantee (BG) issued by a Nationalized/scheduled Bank in India and in the proforma provided in 'Section-7B (I) of this Bid Document.

“Customer Name : “**Account Officer(Cash), BSNL, O/o. CGMT, Telangana Circle payable at Hyderabad**” :

BSNL bank A/C No : **05110200001650**

IFSC Code : BARB0HYDERA

Name of the Bank : Bank of Baroda, Hyderabad Main Branch

The validity period of Performance Security in the form of Performance Bank Guarantee (PBG) should be **24 months**. Performance security may also be submitted as Insurance Surety bond as per format furnished in Section 7B (II)

4.4 However, in no case the validity period of the BG should be less than the period by which all the contractual obligations of the bidders in the respective tenders are likely to be fulfilled.

4.5 BSNL may ask for extension(s) of the validity period till the time all contractual obligations have been satisfactorily performed by the supplier/contractor.

4.6 No interest will be paid to the contractor on the Performance security deposit

4.7 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

4.8 The performance security deposit with BSNL will be considered for adjustment against any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.

4.9 In case, it is found that a bidder has submitted a fake/forged bank instrument towards performance security deposit (Say PBG) then actions as per clause 1(a) of Appendix-1 to Section 4 Part-4 shall be applicable.

**5 DELETED**

**6 DELETED**

**7 DELETED**

**8 DELETED**

**9 DELETED**

**10 DELETED**

**11 PAYMENT TERMS-- Same as Clause 4.0 of Section-2.**

**12. PRICES**

12.1 Prices charged by the contractor for works performed under the contract shall not be higher than the prices quoted by the Supplier/contractor in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

- a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
- b) In case of reduction of taxes and other statutory duties during the contract period. BSNL shall take the benefit of decrease in these taxes/ duties for the works executed from the date of enactment of revised duties/taxes.
- c) In case of increase in duties/taxes during the contract period BSNL shall revise the prices as per new duties/ taxes for the works to be performed during the remaining delivery period as per terms and conditions of the work order.

**12 DELETED**

**13 DELETED**

**14 SUBCONTRACTS**

1. The bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BSNL.

2. The bidder shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of BSNL.

3. The bidder shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to BSNL together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**DELAYS IN THE CONTRACTOR'S PERFORMANCE-Refer Section-2.**

**15 PENALTY – SECTION-4 PART E.**

**17 FORCE MAJEURE**

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

**18 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

In case of default by Bidder(s)/ Vendor(s) such as (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section; (b) Failure to perform any other obligation(s) under the Contract; and (c) Equipment does not perform satisfactory in the field in accordance with the specifications; (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A; Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

**19 DELETED.**

**20 ARBITRATION**

20.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

20.2 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the



claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

20.3 The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for counter claim, if any)</b>	<b>Number of arbitrators</b>	<b>Appointing Authority</b>
Above Rs 5 Lakhs to Rs 5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs 5 Crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

20.4 Neither party shall appoint its serving employee as arbitrator.

20.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

20.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

20.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs 5 Crores.

#### 20.8 **Fast Track Procedure**

20.8.1 Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

20.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast-track procedure, may agree that the arbitral tribunal shall consist of a sole arbiter who shall be chosen by the parties.

20.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- a. The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submission filed by the parties without oral hearing;
- b. The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

- c. An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- d. The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

20.8.4 The award under this section shall be made within a period of six months from the date the tribunal enters upon the reference.

20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of subsections (3) to (9) of Section 29 A shall apply to the proceedings.

20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

20.8.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

<b>Amount of Claims and Counter Claims</b>	<b>Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)</b>
UptoRs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs 5 Crores	Within 12 months

However, the above time limit can be extended by the arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the act.

20.8.8 In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

20.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

20.8.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

## **21. SET OFF**

21.1 Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

21.2 In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

## **22. DELETED.**

**23. DELETED.**

**24. DELETED.**

**25. COURT JURISDICTION**

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

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under. **“This Contract/ PO is subject to jurisdiction of Court at Hyderabad only”.**

**26. General Guidelines:**

The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles.

## **SECTION –5 Part B**

### **SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

1. **The successful tenderer / contractor** shall submit an Indemnity bond declaration, as per Annexure- 1, for indemnifying BSNL against any non-compliance by bidder to any of the applicable statutory requirements, if the work is awarded to them.

2. **Safety of Labour and BSNL property:**

The successful tenderer / contractor shall be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and PGM/GM/SSA shall not be responsible in any manner.

2.1 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.

2.2 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards/ flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.

2.3 Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.

2.4 It will be sole responsibility of the contractor that the men deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.

2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.

2.6 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.

2.7 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.

- 2.8 The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident-causing injury/death to his workers and Executive Engineer (Elect)/Engineer-in-Charge shall not involve in any manner.
- 2.9 No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.
- 2.10 The decision of Engineer-in-Charge on any matter connected to this tender is final &binding on bidder.

## SECTION –5 Part C

### 13. COMPUTERISED MEASUREMENT BOOKS (CMB'S) AND BILLS TO BE SUBMITTED BY THE CONTRACTOR

1. **Application and format of the computerized MB:** A bound volume of computerized measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerized Measurement Books shall be maintained in a separate Register in Form CPWA 92. The same format as in existing Measurement Books shall be used for the Computerized Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

2. **Mode of Measurements: The measurements shall be recorded and entered in computerized format in the first instance by the contractor,** and a hard copy shall be submitted to the Department. These measurements shall then be 100% checked by JTO (E). If JTO (E) is not available, SDE (E) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement Books now in use, and with its pages machine numbered. The SDE (E) and the Executive Engineer (E) shall test check these computerized measurements as per the existing instructions. This book shall be treated as a Computerized Measurement Book. JTO (E), SDE (E) and EE (E) shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerized Measurement Book. The Computerized Measurement Book shall be allotted a serial number as per the Register of Computerized Measurement Books.

3. **Cutting or over-writing in the computerized MB not allowed:** The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing. It is the responsibility of JTO (E) or SDE (E) as the case may be to ensure that the checks and test checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Book before they record their certificates. In case of any error, the Computerized Measurement Book shall be canceled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the Division for payment. The contractor shall submit as many copies of Computerized Measurement Books as may be required, and as are specified in the NIT/contract, for the purpose of reference and record in the various offices of the department.

4. **Computerized Bill to be submitted by the contractor:** The contractor shall submit his running and final bills in a computerized form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure. The contractor shall submit as many copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department. The bill shall be carried forward from the previous running account bill and these computerized bills shall be processed by the various offices for payment.

***Note: If the Agency fails to submit CMB, BSNL will proceed with the processing of CMB based on the invoice submitted by the firm as measurements. The measurements made by BSNL in CMB for the work done will be final and at later date no claims will be entertained on this account.***

**SECTION-6**

**UNDERTAKING & DECLARATION**

**6(A)** - For understanding the terms & condition of Tender & Spec. of work

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.
3. I/we declare that that there is no addition/ deletion /corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

**b) The tenderer hereby covenants and declares that:**

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

Date: .....  
.....

Signature of Tenderer

Place: .....  
.....

Name of Tenderer

Along with date & Sea

**6 (B) – NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

\* I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship

**OR**

Following are the details of near relatives working with the BSNL

"I.....s/o.....r/o... hereby certify that following of my relative(s) as defined in the tender document is/are employed in BSNL unit inviting this tender, 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."

<b>Sl. No</b>	<b>Name of the near relative</b>	<b>Designation</b>	<b>Name of the Unit (Office &amp; section of BSNL) where working</b>

\* Strike off whichever is not applicable.

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.

**Signature of the Proprietor/ Partners/ Directors of the tenderer entity**

**With date and seal**



**6 (C)- Declaration w.r.t. Rule 144 (xi) to GFR 2017**

**Certificate to be submitted by Bidders ( On Company's Letter Head)**

**Reference 1:** BSNL Tender Enquiry No.....issued on .....

**Reference 2:** Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s.....(---Name of the company---) having Regd. Office at.....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfill all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

**(Name of the authorized signatory)**

**Signature**

**Designation in Company**

**Seal / Stamp of Company**

**Counter signed by Company Secretary of the Company with seal / stamp**

**6(D)-CLAUSE BY CLAUSE  
COMPLIANCE**

Sl. No	Section No	Details	Remark for compliance (All clauses of this section are complied)
1	1 Part A	Detailed NIT	All clauses of this section are complied
2	2 Part A	Tender Information	All Clauses of the Technical specifications and other specifications for tendered items are complied. (Technical literature of the tendered items also to be submitted)
3	2 Part B	Rate Contract	All clauses of this section are complied
4	3 Part A	Scope of Work	All clauses of this section are complied
5	3 Part B	Schedule of Requirements (SOR)	All clauses of this section are complied
6	4 Part A	General Instructions to Bidders (GIB)	All clauses of this section are complied
7	4 Part B	Special Instructions to Bidders (SIB)	All clauses of this section are complied
8	4 Part C	E-Tendering Instructions to Bidders	All clauses of this section are complied
9	4 Part D	Special and Additional Conditions	All clauses of this section are complied
10	4 Part E	Work Specifications	All clauses of this section are complied
11	5 Part A	General (Commercial) Conditions of Contract (GCC)	All clauses of this section are complied
12	5 Part B	Special (Commercial) Conditions of Contract (SCC)	All clauses of this section are complied
13	5 Part C	Computerised Measurement Book	All clauses of this section are complied
13	6	Undertaking & Declarations	All clauses of this section are complied
14	7	Proforma (s)	All clauses of this section are complied
15	8	Bidder's Profile & Questionnaire.	All clauses of this section are complied
16	9 Part A	Bid Form	All clauses of this section are complied
17	9 Part B	Financial Schedule	All clauses of this section are complied
18	10 Part A	Annexure-1 – Deed of Indemnity	All clauses of this section are complied
19	10 Part B	Annexure-II – Check list for the bidders	All clauses of this section are complied

**Note:**

1. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.

Signature of the Bidder

6 (E)

**Proforma regarding certificate to be given by Individuals.**

I, Mr. /Mrs. /Ms. /M/s. \_\_\_\_\_ S/H/D/W/P/ of \_\_\_\_\_

hereby declare that I am an individual proprietary concern and do not have any proof of registration as firm/partnership deed. Further I declare that I have registered for GST, EPF, ESI and Labour license as individual only.

Seal and Signature of the bidder

6(F)

**LABOUR UNDERTAKING**

I/We, \_\_\_\_\_ (Name of the Signatory)  
representing \_\_\_\_\_ (Firm Name) in the capacity of (Authorized Signatory/  
Partner/Managing Director Etc.). The contractor (Successful Bidder) with Bharat Sanchar Nigam Limited (BSNL),  
Telangana Telecom Circle, carryout \_\_\_\_\_

(Nature of work) here by undertake to comply with the following Labour Acts as amended from time to time.

1. Contract Labour (Regulation & Abolition) Act, 1970.
2. Employee Provident Fund & Miscellaneous Provision Act, 1952.
3. Employee State Insurance Act, 1948.
4. The Building and other Construction worker's welfare cess act, 1996.
5. All the provisions of Minimum Wages Act 1948, Contract Labour (R&A) Act and rules framed and other labour laws affecting manpower that may be brought into force from time to time.

I hereby further undertake that the Principal Employer i.e. EE(E) BSNL, Hyderabad will not be held responsible for the violation/omissions occurred with regard to the above mentioned Acts during carrying out the works as mentioned above.

Place: Hyderabad

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

**Seal and Signature of the Bidder**

6(G)

CERTIFICATE REGARDING DOWNLOADING

“I/We \_\_\_\_\_ authorized signatory hereby declare that the tender document submitted has been downloaded from the website <https://telangana.bsnl.co.in/> or <https://etenders.gov.in/e procure/app> and no additions / deletions /corrections have been made in the *proforma* downloaded. Further if any modification(s) in the tender schedule is/are noticed the bid may be rejected irrespective of whether the tender is under evaluation or in awarding stage or awarded or at any other stage, as per the decision of the Superintending Engineer(E), BSNL Electrical Zone, Hyderabad. The decision of the Superintending Engineer(E) is final and binding on both sides. The EMD and/or SD paid by me can be forfeited. I also declare that I have enclosed a DD/Banker’s Cheque/ for **Rs.590/- (Rupees Five hundred and ninety only)** drawn in favor of **AO (Cash), BSNL, O/o CGMT, Hyderabad**, from any Nationalized/Scheduled bank or through online transfer (IMPS/NEFT/RTGS) to Accounts Officer(Cash), A/c No. 05110200001650, IFSC code. BARB0HYDERA, Bank of Baroda, RBVR Reddy Hostel Compound, Hanuman Tekdi, Abids Circle, Hyderabad – 500001 towards the cost of tender document. (Name of the bank) towards the cost of tender document with this bid.”

**Seal and Signature of the bidder**

**6 (H)**

**SELF DECLARATION OF NON-BLACKLISTING BY BSNL/GST/OTHER**

“I/We \_\_\_\_\_ authorized signatory hereby declare that I/Our firm was not black listed/debarred by any organization as on date.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2024

**Seal and Signature of the bidder**

**6(I)**

**NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this Tender Document without any reservations whatsoever. We here by undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this Tender enquiry. I hereby declare that – There is no deviation in the offer.

Date:

Place:

**Seal and Signature of the bidder**

**SECTION -7**

**PERFORMAS**

**7(A) PART I**

**For the BID SECURITY/EMD Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper)

**Sub: Bid Security/EMD guarantee.**

Whereas M/s..... R/o ..... (Hereafter referred to as Bidder)

has approached us for giving Bank Guarantee of Rs. .... /- (hereafter known as the

“B. G. Amount”) valid up to ..... (Hereafter known as the “Validity date”) in

favour of **AO (Cash), BSNL,o/o CGMT,Telangana Circle, Hyderabad** (Hereafter referred to as BSNL .....) for participation in the tender of work of vide tender no.....

Now at the request of the Bidder, we .....Bank.....Branch having.....(Address) and Regd. Office address as.....(Hereinafter called ‘the Bank’) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ..... stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the..... by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the ..... in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the **“BG Amount”**.
3. We undertake to pay to the ..... any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ..... under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the .....that the ..... shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the 85

said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the ..... or any indulgence by the ..... to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to the "BG Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the .....under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case ..... demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), o/o CGMT, BSNL, Telangana Circle" payable at **Hyderabad**.
8. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG en cashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.
9. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers

.....

**Section 7(A)- PART II**

**FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND**

(To be submitted on non-judicial stamp paper of appropriate value)

**Insurance Surety Bond for Bid Security**

Whereas M/s ..... R/o ..... (Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs. ..../- (hereafter known as the “**Surety Amount**”) valid up to ...../...../ 2024 (hereafter known as the “**Validity date**”) in favour of .....(e.g. \_\_\_\_\_ (T) BSNL, \_\_\_\_\_ )(Hereafter referred to as **BSNL**) for participation in the tender of work of..... vide tender no. ....

Now at the request of the Principal, We ..... Insurance Company Limited,registered under the Insurance Act, 1938, with its Corporate office, .....and Registered/Head

Office ..... (the “**Surety**”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal**'s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the “Surety Amount”.
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the **Principal** shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said **Principal** from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not



be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained:
- (a) The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**” and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker’s Cheque in favour of “**AO (Cash) BSNL, Telangana Circle**” payable at **Hyderabad** or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: ..... (Signature of the Insurance Company Officer)

Date: ..... Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: .....

Name of the officer: .....

Designation: .....

Official Email ID:.....

Complete Postal address of Insurance

Company: .....

Telephone Numbers .....

Fax numbers .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

.....  
.....  
.....  
.....

**7(B) PART I**  
**For the Performance Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

**Sub: Performance guarantee.**

Whereas Executive Engineer(E), R/o BSNL Electrical Division-II, Hyderabad ...  
..... (hereafter  
referred to as BSNL) has issued an APO No..... Dated ...../...../20.... awarding  
the  
work of ..... to  
M/s.....R/o.....(hereafter referred to as  
“Bidder”) and BSNL has asked him to submit a performance guarantee in favour of the Executive  
Engineer(E), BSNL Electrical Division-II, Hyderabad of Rs. /- (hereafter referred to as “P.G.  
Amount”) valid up to...../...../20 (hereafter referred to as “Validity Date”).

Now at the request of the Bidder, we Bank ..... Branch having...  
..... (Address) and Regd. Office  
address as ..... (Hereinafter called ‘the Bank’) agreed to  
give this guarantee as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL, o/o CGMT, Telangana Circle" payable at Hyderabad.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

## Section 7(B) PART II Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,  
EE (E) BSNL  
Hyderabad

Surety Bond No : .....  
Surety Bond Issue dt : .....  
Surety Bond Amt. :INR.....  
Bond Valid upto : .....  
Bond Claim Period :.....

Dear Sir / Madam,

Whereas .....( e.g. **EE** ( ) BSNL \_\_ Circle\_\_\_\_\_ R/o, Bharat Sanchar Nigam Limited, Circle\_\_\_\_\_)(hereafter referred to as **BSNL**) has issued an APO/AWO no. ....Dated.....awarding the work of .....  
..... (the “Agreement”)to M/s.....,

R/o..... (hereafter referred to as “**Principal**”) and BSNL has asked Principal to submit a performance guarantee in favour of ..... (e.g. **E.E** (,,,,,, BSNL \_\_\_\_\_ ) of INR .....  
(hereafter referred to as “Bond Amount”) valid up to dd.mm.yyyy(hereafter referred to as “Validity Date”)

Now at the request of the Principal, We..... Insurance Company Limited,registered under the Insurance Act, 1938, withits Corporate office,.....and Registered/Head Office ..... (the

“**Surety**”)to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part

of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL,o/o CGMT, Telangana Circle" payable at Hyderabad or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed  
INR .....(Rupees: ..... Only).
2. This Surety Bond shall be valid upto.....(Validity date)
3. Further a claim period of **3 (three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before ..... (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: .....

Date: .....

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number: .....

Name of the Surety officer: .....

Designation: .....

Complete Postal address of Surety: .....  
.....

Telephone Numbers .....

Fax numbers .....

Email ID (only official Email ID) .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.

.....  
.....  
.....  
.....

**7 (C) For Letter of Authorization for attending Bid Opening Event**

(To be typed preferably on letter head of the company)

**Subject: Authorization for attending Bid opening**

I/ We Mr. /Ms. .... have submitted our bid for the tender  
No.....in respect of  
.....  
..... (Item of work) which is due to open on...  
..... (date) in the Meeting Room,  
O/o.....

We hereby authorize Mr./Ms .....  
& Mr. / Ms ..... (alternative) whose signatures are attested below, to attend the bid  
opening for the tender mentioned above on our behalf.

.....  
Signature of the Representative

.....  
Name of the Representative

Signature of Bidder/ Officer authorized to sign  
on behalf of the Bidder  
.....

Signature of the alternative Representative  
.....

Name of the alternative Representative

Above Signatures Attested

**Note:**

1. Only one representative will be permitted to attend the Bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE- 7(D) AGREEMENT**

This agreement made on this \_\_\_\_ day of \_\_\_\_ (month) .....between M/s here in after called “The Contractor” (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CMD BSNL acting through Executive Engineer(E), BSNL Division-II , Hyderabad as second part

Whereas the contractor has offered to enter into contract with the BSNL for the execution of work of BTS Relocation/Installation / Redeployment and allied works in Telangana Telecom Circle under tender

no.....o

in the terms and conditions here in contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contract that is to say from .....to ..... or until this contract shall be determined by such notice as is here in after mentioned , safety carryout , by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied/services delivered by him to his labor at his own expenses, all Annual

Maintenance (annexed to the agreement ) , when the BSNL or ( \_\_\_\_\_ ) or any other persons authorized by ( \_\_\_\_\_ ) in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service. The validity of the tender can be extended for one year on the same terms and condition with mutual consent.

- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed here to and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever here in used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor here by declares that no body connected with or in the employment of the BSNL is not / shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day and year in Above written:

Signed sealed & delivered by  
The above-named Contract in the presence of

Witness:

- 1.
- 2.



**SECTION- 8**

**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/ Firm:.....
2. Present correspondence Address.....  
.....  
.....  
Telephone No.....Mobile No.....
3. Address of place of Works/Manufacture  
.....  
.....  
Telephone No. .... Mobile No. ....
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice):  
Private limited company.
  - (a) Is bidder bidding under MSE Category: Yes/No
  - (b) If MSE, kindly specify the sub category- SC/ST/Women or General .....
  - (c) In case of MSE bidder, Kindly provide Udyam Registration Number:.....
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
.....
7. Permanent Account No.(PAN) :.....
8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:.....
  - (b) Beneficiary branch Name:.....

- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Hyderabad? If so state its Address

.....  
 .....  
 .....

10. GSTN Number to be inserted:

11. EPF Registration Number:

12. ESI Registration number:

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? **Yes/ No.**

If Yes, Give details

.....  
 .....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? **Yes/ No.**

If Yes, Give details

.....  
 ...  
 .....

3. Suggestion for improvement of the tender document.

.....  
 .....  
 .....  
 .....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**SECTION-9 Part-A**

**BID FORM**

To

From:

The Executive Engineer (EP-MM),  
O/o Sr. Chief Engineer (E)  
BSNL Electrical Zone,  
Room no- 601, 6<sup>th</sup> Floor BSNL Bhavan,  
Adarshnagar, Hyderabad

.....  
<complete address of the Bidder>  
.....  
.....

Bidder's Reference No:.....Dated.....

**Ref: Your Tender Enquiry No. ....dated .....**

1. Having examined the above-mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated ..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank (except co-operative banks) for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section- 2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 2024

Signature .....

Witness

Name .....

Signature.....

In the capacity of .....

Name .....

Duly authorized to sign the bid for

Address.....

and on behalf of .....

**SECTION-9 PART-B**  
**Financial Schedule (UNPRICED BID)**

**Name of work: Providing Aviation Obstruction Light, Lightning Spike, Earthing, Service Connection for NBSNL BTS cell sites under 4G Phase IX.2 project in Hyderabad BA.**

Sl no N	DESCRIPTION OF ITEM	Qty		Rate	Unit	Amount
	<b>SUB HEAD I: SITC OF AOL</b>					
1	SITC of Aviation Obstruction Light (AOL) of low intensity fixed type conforming to the ICAO regulation with minimum Directional (radial) intensity of 32 cd. Polycarbonate Glass optical lens with 38mm dia pipe entry and provision for cable including provision of day light sensor and fixing on the top of the tower with suitable arrangement including minor modifications to the existing bracket etc., as required. (Degree of protection IP: 54)	10	Jobs		Job	
2	Supplying and laying of 2 core 1.5sq mm. PVC/XLPE insulated armoured copper conductor outer sheath of 1.1KV grade on the existing cable tray with locking tags/ on surface of wall/ ceiling /floor with clamps/in the GI pipe etc. as required.	300	Mtrs		Mtr	
3	Supplying and making end termination to the 2x1.5 Sq.mm armoured copper cable with suitable Brass compression gland and lugs etc. as required.	20	Sets		Set	
	<b>SUB HEAD II: TOWER EARTHING AND LIGHTENING CONDUCTOR</b>					

1	<p>Supply and installation of Maintenance free Chemical Earthing with following components complete with excavation, civil works, including Labor Charges for completing the process, Installation, commissioning &amp; Testing of earthing pits etc., as required.</p> <p>i) A hole of 100mm to 125mm dia shall be augured / dug to a depth of about 2.8 meters.</p> <p>ii) Earthing electrode shall be made of high tensile low carbon steel circular rod ,molecularly bonded with copper with minimum thickness 250 Microns of 17 mm dia 3m long with UL Certified.(ENgraving UL MArk/Name of Manufacturer/ Batch no)</p> <p>iii) Back filled component of Non-bentonite chemical i.e.earth enhancement material (Minimum approximate 30-35 KGs).</p> <p>iv) Copper strip of 300x25x6 mm, to terminate earth rod - 1 no (To be clamped/ exo thermally welded to earth electrode)</p> <p>V) Construction of Earth Pit Inspection Chamber with heavy duty FRP Material of suitable size/ Cement brick with MS cover plate/ Cement Concrete box with CC cover plate .</p> <p>(Note:The agency has to supply and install BSNL Empanelled chemical earthing of JMV PS Limited/Pragati Electrocom(P) Ltd,Gurgaon or SS Make)</p>	69	Jobs		Job	
2	<p>Providing Earthing with G.I. earth plate of 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.</p>	12	Jobs		Job	
3	<p>Fixing of G.I. strip 25X5mm thick in the Ground/in the existing pipe/on surface of wall or on the existing metal tray etc. as reqd. (Strip will be supplied by the Department and the vendor has to make arrangement for transportation from store to the respective sites)</p>	1080	Mtr		Mtr	
4	<p>Providing and fixing of 40 mm dia Medium Class G.I. pipe on surface of wall/in ground with necessary bends, clamps including excavation and re-filling etc. complete as required.</p>	60	Mtr		Mtr	
5	<p>Laying of 35 sqmm multistrand single core PVC/XLPE insulated copper conductor cable from Main earth electrode to DC earth busbar i/c terminations with cu lugs on surface/recess/ in the existing pipe etc., as required (Cable will be supplied by the Department and the vendor has</p>	690	Mts		Mtr	

	to make arrangement for transportation from store to the respective sites. )					
6	Providing and fixing of Lightning conductor finial made of 25mm dia and 600 mtr Long GI tube having single prong at with 85mm dia 6mm thick GI base plate i/c holes etc., as required.	27	No		Each	
7	Fixing of 20 mm X 3 mm G.I. strip along the tower/Wall with suitable insulators /clamps fixed at suitable interval etc., as required.(For Vertical Run, Strip will be supplied by the Department and the vendor has to make arrangement for transportation from store to the respective sites)	735	Mt rs		Mtr	
8	Providing and fixing testing joint, made of 20mm x 3mm thick, GI strip, 125 mm long, 4Nos. GI bolts, nuts, check nuts and spring washers etc. complete as required.	54	No		Each	
9	P/F of 40mm dia 2mm thick PVC pipe on surface of wall/in floor with necessary clamps, screws etc., as required.	345	Mt rs		Mtr	
10	Providing and fixing of 300mm x 50mm x 6 mm thick GI bus bar as main earth bus bar on wall surface on suitable insulators having suitable no. of holes for connections complete etc., as required.	45	Job s		Job	
11	Providing and fixing of 300mm x 50mm x 6 mm thick Copper bus bar for DC earth distribution on wall surface on suitable insulators having suitable no. of holes for connections complete etc., as required.	9	Job s		Job	
12	Providing Breaking of the CC flooring/ road and closing of the same with cement and concrete after completion of the earth work and removing of the debris complete as required	4	Cu · mtr		Cu. mtr	
<b>SUB HEAD III: SERVICE CONNECTION</b>						
1	Supplying and Fixing 3 Nos. 63 Amps fuse cutout along with 100A neutral link including interconnections testing earthing etc. complete as reqd.	27	Job s		Job	

2	Supplying and Fixing of Out door type PVC box of suitable size on wall surface suitable for accommodating 3Nos 63 Amps fuse cut outs and 63 Amps neutral link, and 3PH 4Wire Energy meter, including providing glass on the front side for viewing the energy meter reading and also, Supplying and fixing of 6mm thick hylam sheet for fixing of energy meter, supplying of 4nos 10sqmm copper conductor wires with copper lugs for connection between Energy Meter and fuse cutouts, providing locking arrangement grouting with bolts, nuts, washers, cutting, welding and painting etc. as required (Sintex/SS make)	27	Jobs		Job	
3	Supplying and Fixing of Out door type PVC box nominal size of 550mm(H) x 450mm(W) x 150mm (D) on wall surface suitable for accommodating 1No 12Way SPN DB, 1 No 15A Power plug , providing locking arrangement, grouting with bolts, nuts, washers, cutting, welding and painting etc. as required	9	Jobs		Job	
4	Supplying and fixing following way, horizontal type Single pole and neutral, sheet steel, MCB distribution board, 230 volts, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc., as required. (But without MCB/RCCB/Isolator)					
a	12 Way SPN MCB DB, double door	27	Nos		Each	
5	Supplying and fixing of following MCB/Isolator in the existing MCB DB complete with connections, testing and commissioning etc., as required.					
a	Single pole 5A to 32A rating, 240/415V, 10kA, "C" curve, miniature circuit breaker suitable for inductive load	108	Nos		Each	
b	63 amps , 415V FP Isolator	27	Nos		Each	
c	32/40A DP MCB	27	Nos		Each	
6	Providing and fixing of 8 SWG dia GI wire on surface or recess for loop earthing along with existing surface / recessed conduit / submain wiring / cable etc., as required	810	Mtrs		Mtr	

7	Supplying and laying of 2 runs of 2 core 16sq mm. PVC insulated weather proof multi strand aluminium conductor outer sheath of 1.1KV grade on surface / existing cable tray with 2runs of 14 SWG GI wire, locking tags in the existing pipe/on surface of wall/ floor with clamps including liasoning with Electricity board authorities, etc. as required. (ISI make)	1080	Mt rs		Mtr	
	<b>SUB HEAD IV: INTERNAL WIRING FOR ID SITES</b>					
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed PVC conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc. as required.					
	a) Group B	27	Pts		Pt	
2	Supplying and fixing of 4' 18/20W LED fitting suitable for operation on 240V, 50HZ AC supply including interconnection, testing etc., as reqd. (M/s Philips, CG or ss make)	18	No s		Each	
3	Wiring for circuit / sub main wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor single core cable in surface/on existing tray/ recessed medium class PVC conduit, etc. as reqd.					
a)	2 x 1.5 Sq.mm + 1 x 1.5 Sq.mm earth wire	72	Mt rs		Mtr	
b)	4 x 1.5 Sq.mm + 2 x 1.5 Sq.mm earth wire	45	Mt rs		Mtr	
c)	2 x 4.0 Sq.mm + 1 x 4.0 Sq.mm earth wire	90	Mt rs		Mtr	
4	Supplying and fixing metal box of 180mm X 100mm X 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 6 pin 5/6 & 15/16 amps socket outlet and 15/16 amps piano type switch, connection, painting etc. as required.	27	No s.		Each	
5	Supplying and fixing of PVC angle holder on existing PVC junction box including connections etc., as required.	9	No s.		Each	
	<b>SUB-HEAD V (FREE COOLING)</b>					
1	Supplying and fixing of 12" Heavy duty exhaust fan of 1400 RPM with gravity louvers suitable for operation on 230V, 50HZ AC Supply including cutting the container / shelter / wall / door, welding, bolts & nuts, proper sealing with sealant	18	No s		Job	



	etc., as required.(M/s. Almonard/Crompton/SS Make)					
2	Supplying and Fixing MS Louvers of 600 mm x 600 mm size, made of 0.6 mm thick MS frame, including cutting, welding alongwith G.I Mesh i/c cutting, welding, one coat redoxide and paint, along with suitable accessories at the location specified by Engineer-in-charge i/c cutting the container / shelter / wall / door, welding, bolts & nuts, proper sealing with sealant etc., as required.	9	No s		Job	
3	Supplying and fixing of Quartz Analog Daily Timer Switch suitable for working on 240V, 50Hz, AC supply including fixing the timer in new suitable MS box, cutting welding, painting etc., as reqd. M/s L&T FM1 or SS make	9	No s		Job	
4	Supplying and laying of 3 core 1.5 sq.mm copper conductor felxible cable for interconnection from DB to timer and from Timer to exhaust Fans etc as red	75	Mt rs		Mtr	

Total

Add GST @18% of total amount \_\_\_\_\_

Total including GST \_\_\_\_\_

**Important Note:**

1. The prices shall be quoted after taking into account the entire credit on inputs under GST act introduced with effect from 01-07-17.
2. The firm shall be responsible to see that input tax credit shown in the above columns are correct & Input tax credit for the amount shown above are admissible as per GST ACT 2017.
3. Invoice favouring BSNL shall be issued by the supplier/ Agency indicating GST (as applicable CGST/ SGST/ IGST) with documentary proof to avail GST input tax credit.
4. The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive all duties & taxes (but excluding input tax credit), packing, forwarding, freight and insurance charges etc., as indicated in the price schedule. Octroi/ Entry tax are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ entry tax will be paid extra, as per actuals wherever applicable on production of proof of payment/ relevant invoices/ documents.
5. If any levy/ duty is not payable or documentary proof is not produced, the amount for the same shall be deducted.
6. The firm should quote for each item separately. They should not club the items while quoting.
7. 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.
8. The agency shall scrupulously follow the "Minimum Wages Act - 1948" and its amendments from time to time.

**SECTION-10 PART-A**  
**ANNEXURE -1**  
**DEED OF INDEMNITY**

This **DEED OF INDEMNITY** is executed on this the <<Date>> ....., by

<<Name of the Bidder>>, a company/ firm registered under the.....  
..... (Applicable acts, as the case may be) (hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

**TO AND IN FAVOUR OF**

Bharat Sanchar Nigam Limited, through the Executive Engineer(E), BSNL Electrical Division, Hyderabad (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) on the Other Part.

**WHEREAS**

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No.....(hereinafter referred to as ‘Tender’) for the purpose of **“Rate contract for Providing Aviation Obstruction Light, Lightning Spike, Earthing, Service Connection for NBSNL BTS cell sites under 4G Phase IX.2 project in Hyderabad BA.”**
- (b) The Bidder had submitted its bid/ proposal dated\_(hereinafter referred to as the ‘Bid’) for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

**NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:**

- 1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
  - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
  - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its

employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:

- I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
  - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non- compliance of the products/services to the respective specifications.
  - III. Any claims arising from other utility / Contractors in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
  3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
  4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
  5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**(Authorized Signatory)**

**Date:.....**

**Place:.....**

**<< Name of the Bidder >>**

**Witness 1:**

**Witness 2:**

**SECTION 10 PART B****ANNEXURE-2****CHECK LIST FOR THE BIDDERS**

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

**Documents forming part of the bid: -**

<b>Sl. No.</b>	<b>DOCUMENTS</b>	<b>Submitted / Not Submitted (If Not Applicable, reason in brief)</b>
<b>1</b>	Copy of Enlistment memorandum issued by BSNL as Electrical contractor of respective class I/II/III	
<b>2</b>	Cost of the tender document ( <b>₹590/-</b> )	
<b>3</b>	Bid Security in the form of Bank Guarantee for <b>₹56,772/-</b> valid up to 120 days from the date of tender opening.	
<b>4</b>	Scanned copy of <b>Bid Form in Section-9 Part A</b> and <b>Price Schedule in Section-9 Part B</b> duly filled up and signed.	
<b>5</b>	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
<b>6</b>	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. <b>14.3 of Section-4 Part A. (if applicable)</b>	
<b>7</b>	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person who is signing the bid document. (In case of Company/Institution/Body Corporate)	
<b>8</b>	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
<b>9</b>	Scanned copy of Credentials regarding experience as per clause 4 of Section-I	
<b>10</b>	Scanned copy of Documents related to financial capabilities of the bidder as per clause 4.3	
<b>11</b>	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to <b>Clause 11.2 of Section-4 Part A.</b>	
<b>12</b>	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
<b>13</b>	Scanned copy of Near Relationship Certificate as per <b>Section 6 Part (B)</b>	

<b>14</b>	Declaration that the firm is not black listed by GST Authorities agreement as per 6(H) of Section -6	
<b>15</b>	Letter of Authorization to attend Bid opening event	
<b>16</b>	Valid PAN Card	
<b>17</b>	Audited Annual Reports or CA certificate for turnover	
<b>18</b>	Valid Goods and Services Tax Registration Certificate(s)	
<b>19</b>	Indemnity as per <b>Clause-9 of Section -1.</b>	
<b>20</b>	Undertaking and Declaration as per 6(A) of <b>Section-6</b> duly filled up and signed	
<b>21</b>	Scanned copy of attestation of the specimen signature of the authorized signatory by the Company's/ firm's bankers as per <b>Clause 14.3 Section -4 Part A.</b>	
<b>22</b>	Bidder's Profile & Questionnaire as per <b>Section-8</b> duly filled up and signed.	
<b>23</b>	Indemnity Bond as per Annexure-1.	
<b>24</b>	Any other supporting documents asked for in bid document.	
<b>25</b>	Declaration with respect to Rule144(xi) of GFR	
<b>26</b>	This Checklist	

For and on behalf of M/s ..... (Insert Name of Bidding Company)

Signature and Name of the Authorized signatory of the Company

rubber stamp/seal

Place:.....

Date:.....