

TENDER DOCUMENT

NIT NO. :- 12/EEE/BSNL/DMP/2021-22

NAME OF WORK :- Providing Round the clock operation of electromechanical Services for T.E Building Dimapur, Nagaland SSA.(Period 01.12.2021 to 31.03.2022).

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Total

115 Pages

Total = 34 nos plus EW8

Name of Work: Providing Round the clock operation of electromechanical Services for T.E Building Dimapur, Nagaland SSA.(Period 01.12.2021 to 31.03.2022).

Issued to:-M/s.

Date of Issue:-

Cost of T/P: - Rs. 590/-

GENERAL GUIDELINES

1. BSNL EW-6, Form BSNL EW 8, Schedules A to F, special conditions/ specifications and drawings will be issued to intending tenderers only. The Standard Form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender. The standard Forms shall be available in downloadable manner from website [http:// www.ne2.bsnl.co.in](http://www.ne2.bsnl.co.in).
2. All blanks are confined to Notice Inviting Tender (BSNL EW-6) and Schedules A to F.
3. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in BSNL EW-6, and in Schedules B to F before issue of Tender Papers.
4. The intending tenderers will quote their rates in Schedule A.
5. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers for filling and returning the same in the manner prescribed. The Schedules can also be downloaded from website www.ne2.bsnl.co.in.

GENERAL CONDITION OF CONTRACT

- 1) Tender with conditions i/c conditional rebates shall be summarily rejected.
- 2) Tenderer is required to work in close agreement with the specifications. Where specific specification are not mentioned, IS-specification, IE rules, CPWD external and internal specifications etc. shall be followed.
- 3) Tenderer has to agree on testing prescribed by the Engineer-in-charge.
- 4) Layout diagram and material to be used shall be got approved by the Engineer-in-charge before execution of work.

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
Electrical Wing

Electrical Sub-Division- DIMAPUR
NIT NO: - 12/EEE/BSNL/DMP/2021-22

Electrical Division- DIMAPUR
dated: 13.11.2021.

Notice Inviting Tenders

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

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

Name of work	Estimated cost	Cost of EMD	Time
Providing Round the clock operation of electromechanical Services for T.E Building Dimapur, Nagaland SSA.(Period 01.12.2021 to 31.03.2022).	Rs. 1,87,560.00	Rs. 3,751.00	04 (Four) Months

02. (a) Printed forms of tenders consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted, can be purchased, at the Sub Division office between the hours of **11.00 hrs and 16.00 hrs**. Every day except on Sundays and public Holidays on payment of **Rs.590.00** in cash/Each.
(b) The site for the work is available/ or the site for the works shall be made available in parts.
(c) The tender forms can also be downloaded from the website.
(d) Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.
03. Tenders which should always be placed in sealed covers with the name of the work written on the envelope will be received by the Sub Divisional Engineer (E), BSNL Electrical Division, Dimapur Upto **15.00 hours** on **25/11/2021** and will be opened by him in his office on the same day at **15.30 hours**. If a holiday is declared on the tender opening day, the same will be opened on the next working day.
04. The time allowed for carrying out the work will be as mention above from the 10th day after the date of written order to commence the work.
05. Issue of tender form will be stopped two days before the date fixed for opening of tenders. Tenders will be sold on working days; no tenders will be sold after **16.00 hours**.
06. a) Earnest Money as above in the form of demand draft/ FDR/ BG/ CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favor of **Accounts Officer (Cash), O/o the GMTD, Nagaland SSA**. must accompany each tender and each tender should be in two sealed covers, one cover containing the EMD in proper form and other cover containing tender, super scribed as "Tender for the work " **The Validity period of EMD is 120 days, from the date of opening of tender**. In case of e-tendering, each tender should be in two sealed coves, first containing credentials for meeting the Eligibility conditions along with the cost of tenders and EMD in proper form, second cover containing tender documents. The credentials shall be self attested and certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of tender opening. After verification of the contents of this envelope then second envelope containing the bid document shall be opened.

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

c) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.
07. a) The contractor should submit and confirm Chartered Accountant Certificate in respect of turnover and other registration certificate [Enlistment in BSNL, Electrical License, Sales Tax] with attested copies (self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI) as applicable along with the application on printed letter head for purchase of tender.
b) The contractor shall submit and confirm his permanent account number (PAN) issued by the Income Tax Department.
c) The tenderer should submit the valid GST registration certificate.

08. i) **Performance Guarantee** :The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee / CDR/FDR/DD (of a nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge upto a maximum period of weeks on written request of Contractor. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work.
- ii) **Security deposit** : In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work
09. The acceptance of a tender will rest with the Engineer-in-charge who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. **Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.**
10. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
11. The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
12. i) The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
- ii) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:
- Members of a Hindu Undivided family.
 - They are husband and wife.
 - The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother –in-law).
- iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazette officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship , partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The format of the certificate to be given is

" I..... Son of Shri

Resident of Hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

(Seal of the firm)

(Signature of Contractor)

No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractors service.

13. The tender for the works shall not be witnessed by the contractor who himself/themselves has/ have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
14. It will be obligatory on the part of the tenderer to sign each page of the Schedule of work and the tender documents for all the component parts and after the work is awarded he will have to enter into a separate agreement for each component with the officer concerned.
15. Any tender not submitted in proper manner or if it contains too many corrections, over writings of absurd rates, and absurd amount will be liable to be rejected and the BSNL will be at liberty to take such action as it may deem fit without any reference to the tenderer.
16. The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely.

17. **Extension of validity** : In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
18. Unsealed tenders will be summarily rejected.
19. The contractor should read the tender documents carefully before submitting the tender.
20. Agreement shall be drawn with the successful tenderer on prescribed form. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
21. The tenderer shall **furnish a declaration** to this effect (**incase downloaded tender**) that no addition/deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm /organization.
22. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard form.

23. ELIGIBILITY CONDITIONS:-

NIT Eligibility criteria for EI & Fans and Other Misc., Works:

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

OR

2. The contractor satisfying the following conditions:

- 2.1 The contractor enlisted in CPWD, MES and Railways in respective class as per their tendering limits.

AND

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

AND

2. Experience of having successfully completed similar works in BSNL comprising of either substation or air-conditioning service as part of scope of work during last 7 years ending last day of month. Previous to the one in which applications are invited, should be either of the following:

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

OR

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

OR

- (iii) One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

OR

- (iv) Note for **Specialized Jobs** Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

Vendor has to furnish GSTN details and furnish documentary proof of the same [Self Attested Copy]

NOTE: - Similar work means any electrical work.

Executive Engineer (E)

Date: - 13/11/2021

No. 14/EEE/BSNL/DMP/NIT/2021/187

Copy to: -

1. The Chief Engineer (E), BSNL Electrical Assam and NE Zone, Guwahati.
2. The Superintending Engineer, BSNL Electrical Circle, Shillong.
3. The Executive Engineer (Elect.), BSNL Electrical Division, Guwahati/Agartala/Shillong
4. The Accounts Officer (E), BSNL Electrical Division, Dimapur
5. The AGM (IT), O/o The CGMT, NE-II Circle, Dimapur along with soft copy containing details of NIT for uploading in the website www.ne2.bsnl.co.in for wider publication.
6. The Sub Divisional Engineer (E), BSNL Electrical Sub Division-I/II Dimapur/Imphal/Itanagar.
7. Notice Board.

Executive Engineer (E)

DECLARATION**(To be given by the tenderers downloading the tender document from the web site)**

This is to certify that:

1. I/We have submitted the tenders in the Proforma as downloaded directly from the website which are same as available in the website and there is no change in the format, number of pages etc.
2. I/We have not made any modification/corrections/additions etc in the tender documents downloaded from web by me/us.
3. I/We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.
4. I/We have signed (with stamp) all the pages of the tender document before submitting the same.
5. I/We have stitched and sealed the tender documents properly before submitting the same.
6. I/ We have submitted the cost of tender along with the EMD in the first cover as prescribed.
7. I/ We have read carefully & understood the 'Important note to all tenderers' & 'Important Instructions to Tenderers downloading the tender document from web including entire Standard Tender Form BSNL EW-8 displayed in web site.
8. In case at a later stage, it is noticed that there is any difference in my/our tender documents with the original documents, BSNL shall have the right to cancel the tender/ work, forfeit the Earnest Money/Security Deposit, take appropriate action as per the prevailing rules in force and BSNL shall not be bound to pay any damages to me/ us on this account.

Dated.....

(Signature of the contractor /
Representative of the Firm with seal)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

CIRCLE - NE-II TELECOM CIRCLE
BRANCH: EW

DIVISION - DIMAPUR
SUB DIVISION - DIMAPUR

Tender for the work of: Providing Round the clock operation of electromechanical Services for T.E Building Dimapur, Nagaland SSA.(Period 01.12.2021 to 31.03.2022).

- (A) (i) Issued to (contractor) _____
(ii) Tender Cost _____ (iii) Receipt No. _____
(iii) Date of application _____ (v) Date of issue _____
(iv) Signature of officer issuing the documents _____
(v) Designation _____
- (B) (i) **To be submitted by** (time) 15.00 hours on (date) 25/11/2021 in the **Office of the Executive Engineer (E), BSNL Electrical Division, Dimapur.**
(ii) To be opened in presence of tenderers who may be present at 15.30 hours on 25/11/2021 in the **Office of the Executive Engineer (E), BSNL Electrical Division, Dimapur.**

TENDER

- I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
- I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
- I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
- A sum of **Rs. 3,751.00** is hereby forwarded in the form of Deposit at call receipt/FDR//Bank guarantee of a Nationalized/Scheduled Bank as earnest money. If I/We, fail to commence the work specified. I/We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- Should this tender be accepted. I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
- I/we agree to furnish to BSNL Deposit at call receipt/FDR/Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of award letter. I/we agree to keep the performance bank guarantee valid for one year from the date of actual completion of work.
- I/we hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information/ derived there from to any person other than to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Signature of Witness

(Required in the case of contractor's
Thumb impression is given by the
Contractor in place of signature)
(Name & Postal address)

(Signature of contractor)
Seal of contractor

Occupation of Witness

Date:

ACCEPTANCE

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

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

a)

b)

Dated

For & on behalf of BSNL

Signature _____
Designation

SCHEDULE "D"
(I) MODEL FORM OF BID SECURITY FORM

(Bank Guarantee)

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

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity.
 - (a) fails or refuses to execute the Contract., if required; or
 - (b) fails or refuses to furnish the Performance Security , in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in the Bid Document up to and including THIRTY (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority
Name
Signed in Capacity

Name & Signature of witness
Address of witness

Full address of Branch
Tel No. of

SCHEDULE "D"

(II) MODEL FORM OF PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt ----- (hereinafter called 'the said contractor(s)) from the demand under the terms and conditions of an agreement/Advance Purchase Order No. ----- dated ----- made between ----- and ----- for the supply----- (hereinafter called 'the said agreement') of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for -----

1. We, (name of the bank) ----- (hereinafter refer to as 'the bank') at the request of ----- (contractor (s)) do hereby undertake to pay to the BSNL an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) ----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- further agree that the guarantee herein contained shall

remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till -----

----- (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) ----- further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We (name of the bank) ----- - lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the -----day of-----

For

SCHEDULE "D"

(III) IMPORTANT NOTES FOR CONTRACTORS

1. EARNEST MONEY:

1.1 VALUE:

The amount of Earnest Money to be deposited with each tender is 2% of the estimated cost put to the tender **subject to a maximum of Rs. 2 crores**. Earnest money will be acceptable in the form of CDR / FDR / DD / BG.

2. PAYMENT TERMS:

No advance payment will be made. The payment terms shall be governed as per **Clause-7 of BSNL-8**. No payment will be made for goods rejected at the site. Payment, if made, for such items shall be recovered from subsequent bills or other bills. Stipulations like levy of interest if payment is not made in specified time are not acceptable to the BSNL.

(a) For claiming this payment the following documents are to be submitted to the paying authority:

(i) Invoice clearly indicating Service Tax.

(ii) If the supplier/contractor fails to furnish necessary supporting documents regarding proof of payment of service tax which are Cent -vat able the amount pertaining to such Duties/ taxes will be deducted from the payment due to the firm.

3. BID PRICES:

(i) The bidder shall give the total composite price inclusive of all levies & taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/Entry Tax which will be paid extra as per actual, wherever applicable. The offer shall be firm in Indian Rupees. No Foreign Exchange will be made available by the purchaser.

(ii) Prices indicated in the Price schedule shall be entered as per price schedule given at page nos **33** for all the items given in the **"Schedule-A"**.

(iii) The contractor/supplier shall submit to BSNL documents/proof of payment of all taxes/ levies along with exemption certificate, if any, to avail CENVAT benefits by BSNL. The invoice favoring BSNL shall be issued by the supplier.

(iv) A bid submitted with an adjustable price tender will be treated as non-responsive and rejected.

(v) The price quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.

(vi) '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.

(vii) The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 3(i) above subject to other terms and conditions as stipulated in clause- 4(a) and clause - 2 of Bid-document.

4. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

(a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. As stipulated in clause 3.(i), Octroi/Entry Taxes 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 Taxes will be paid extra, as per actual wherever applicable on production of proof of payment/relevant invoices/documents.

(b) (i) "Duties & Taxes for which the firm has to furnish Cenvatable Challans / Invoices will be indicated separately in the Work Order

(ii) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties &

Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

(iii) "If the supplier fails to furnish necessary supporting documents in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

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

(a) Department reserves the right to accept the quantities in full or in parts.

(b) Department reserves the right to send authorized representative to witness the test if felt necessary.

(c) Since the contract period of this work is less than eighteen months therefore Clause **10(CC)** will not be applicable as per section 32.8.2 of CPWD Manual.

6. PROGRAMME FOR EXECUTION:

(a) The firm shall supply the detailed programme to the Engineer-in-charge within seven days award letter. The programme shall contain details about submission of drawing & tentative dates for inspection/testing by the department.

(b) The firm shall get layout approved from the Engineer-in-charge. The approval of layout drawings will not absolve the firm from it's responsibilities for supplying and installing the system in accordance with the relevant specifications/codes/agreement conditions

7. QUALITY ASSURANCE:

The EI works shall be executed in accordance to the CPWD specifications. The work is considered to be completed only after the successful completion of Testing of the system as per CPWD specifications and clearance from Electrical Inspector. Responsibility lies with the contractor to get the clearance for construction of HT line and charging of HT line from the Electrical Inspector of the local Electrical Inspectorate / Electricity Authority / Board.

8. STORES AND MATERIALS:

10. SPECIAL CONDITIONS:

(i) The firm should note that offers with condition and / or conditional rebates will be summarily rejected.

(ii) The layout of the work will be given by the Engineer-in-Charge or his duly authorized representative at site of works.

- Earthing test, Insulation test, Continuity test. And test report

- (v) Any damage done to the building during the execution of work will have to make good at the entire satisfaction of Engineer-in-Charge.

(vi) Items which are not included in the "list of approved makes" only ISI marked material shall be used. In case ISI marked is not available in particular item, material conforming to BS, shall be provided.

All the stores and materials required for the work except those specified, as departmental supply shall be arranged at work site by the firm from his own resources or open market. It should be clearly understood that no claim whatsoever should be entertained by the department on this account. Safe custody of the materials brought at site shall be firm's responsibility till the installation is taken over by the department after successful testing & commissioning. However a lockable space may be provided by the department on intimation well in advance before receipt of material at site. Accommodation for erection crew will not be provided by the department.

9. CO-ORDINATION:

Generally more than one agency is working at the same premises. It shall be the aim of agencies that on their account the work of the other agencies is not delayed. Full co-ordination and co-operation shall therefore be extended during the execution of the work to ensure prompt and quality work.

LISTS OF APPROVED MAKES FOR EI --- BSNL

Approved make

UNDERTAKING

This is to certify that I have gone through the clauses and condition including all correction slips as laid down in BSNL – EW 8 and I agree to abide the rule and regulations as applicable.

Sign. Of contractor

Date.....

Seal

PROFORMA OF SCHEDULES

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

SCHEDULE "A"

Schedule of Work : Appended on page – 33

SCHEDULE "B"

Schedule of Materials to be issued to the contractor

Sl. No.	Description of item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
NIL				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description of item	Hire charges per day	Place of Issue
1	2	3	4
NIL			

SCHEDULE 'D'

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

I. **Specification :- page 00**

I. Model form of Bank Guarantee : Appended from page 6

II. Performance Security Guarantee Bond : Appended from pages 7

III. Important Notes for Contractors : Appended from pages 9 to 10

IV. EW-8 part of Agreement

SCHEDULE 'E'

Schedule of Component of materials, Labour etc. for escalation:

Clause 10CC ----- Not applicable

<u>SCHEDULE 'F'</u>	
Reference to General Conditions of contract	
(i) Name of Work :	Estimated cost Cost of EMD Time
Providing Round the clock operation of electromechanical Services for T.E Building Dimapur, Nagaland SSA.(Period 01.12.2021 to 31.03.2022).	Rs. 1,87,560.00 Rs. 3,751.00 04 Four) Months
(ii) Performance Guarantee :	As per Sl. No. 8(i) of the NIT
(iii) Security Deposit :	As per Sl. No. 8(ii) of the NIT
GENERAL RULES and DIRECTIONS :	
Officer inviting tender :	EE (E), BSNL Electrical Division, Dimapur.
Definitions :	
2 (iv) Engineer-in-charge	EE (E), BSNL Electrical Division
2(v) Accepting Authority	EE (E) / SE (E)
2(vi) Percentage on cost of materials and labour to cover all overheads and profits.	10%
Clause 5 (i) Authority to give fair and reasonable extension of time for completion of work :	(ii) SE (E), BSNL Electrical Circle, Shillong.
Clause 12 12.2(iii) Schedule of rates for determining the rates for additional, altered or substituted items that can not be determined under 12.2 (i) and (ii) 12.2(iii) Plus / minus the % over the rate entered in the schedule of rates.	Not Applicable for this work. Not Applicable
Clause 25 Competent authority for conciliation :	SE (E) not in-charge of the work.

1. UNDERTAKING REGARDING PROVISIONS-B

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

* I/ We have registered as per the EPF and ESI and Miscellaneous provisions Act, 1952 and our registration no is _____ . We undertake to keep it valid during the currency of contract.

Any consequence arising due to non-complying of EPF & ESI Act provision shall be sole liability of the undersigned contractor. 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".

* Strike out whichever is not applicable

(Seal of the firm)

(Dated Signature of Contractor)

2. UNDERTAKING 'C'

I/ We hereby declare that I/we are not Black Listed by GST authority as on date. I/We undertake to intimate change of status during the currency of contract.

PAN No.:.....

GST Registration No:.....

* **The Agency shall fill up the above data**

(Dated Signature of Contractor)

(Seal of the firm)

BHARAT SANCHAR NIGAM LIMITED

(A) Tender for the work of:-

“Providing Round the clock operation of electromechanical Services for T.E Building Dimapur, Nagaland SSA.(Period 01.12.2021 to 31.03.2022).”

Name of Contractor / Firm - -----

[A] (For Operation of EMS at TE Bldgs.)

1.0 SCOPE OF Operation of EMS

1.1 Electrical Operation of EMS applicable in this contract means that all Electro Mechanical Services included in the schedule of work are kept in healthy and clean conditions and operation of all the electromechanical services is to be carried out. Specific details of maintenance activities required with regard to each service are detailed under sections pertaining to that service.

- 1.2 Electrical maintenance shall be carried out as per instructions contained herein & in the respective sections. However all other forms & instructions to be used shall be as per works instructions forms & checklists issued by CE(E) Guwahati & available with SDE(E).
- 1.3 Watch and ward of the installation under Operation contract shall be the responsibility of the contractor during contract period.
- 1.4 After the contract period is over the installation has to be duly handed over to the new agency along with the record of test results of equipments & associated items like oil etc. under supervision of SDE (E)/JTO(E) in charge. However installation is to be taken over by the new agency for Operation immediately after award of work.

2.0 METHODOLOGY

- 2.1.0 At the start of work, firm shall prepare an inventory of all Electro-Mechanical services jointly with SDE(E)/JTO (E), concerned.
- 2.2.1 Any defects, shortcoming brought to the notice of the department while taking over Operation within the first 15 days from the date of start of contract, shall be the responsibility of the department, except the activities which are part of preventive maintenance and are required periodically. Such activities shall be undertaken by the firm.
- 2.2.2 In case of change of contract from one agency to other, both the agency shall jointly inspect the assets of Operation along with BSNL representative & shall prepare a defect list duly signed by both the agencies & BSNL representative within 15 days. In case anyone of incoming or outgoing agency does not respond for joint inspection & Preparation of defect list, the defect list shall be prepared in the presence of BSNL representative which shall be binding on other party.
- 2.2.3 The defects listed during joint inspection shall be rectified by the old agency within 15 days from the date of preparation of defect list. If the agency fails to rectify the same within these 15 days, the same shall be got rectified at the risk & cost of the old agency without further notice. The activities shall be completed by engineer in charge within 03 months.
- 2.2.4 In case of any disagreement between outgoing & incoming agency related to the defect, the decision of the Sub Divisional Engineer (E) shall be final & binding on both the firms. In no case Sub Divisional Engineer (E) shall take the decision in more than 15 days from the date of disagreement of defects.
- 2.3 A complaint Register as per Annexure-3 A shall be kept up-to-date at site by the firm and the same shall be available for checking & verification.
- 2.4 Firm shall maintain logbooks as per annexure 4, 5, 6, 7 & 8 for Substation, EA sets and A/C plants, Pumps etc. (in case these are part of the contract).
- 2.5 The contractor shall be responsible for any discrepancies, the status of installation at the start of work plus any modification carried out during the currency of the contract.

3.0 STAFF

1. The maintenance staff has to be available round the clock round the month even on holidays.
2. Since the firm will be doing the operation of critical services like Sub-station, Fire fighting, Fire detection, Air Conditioning, Standby power etc, responsible & trained person(s) placed at site, should be able to take initial steps under emergency situation.
3. Shut down for maintenance shall be taken with prior approval of the department
4. The vendor agrees that it shall at all times indemnify BSNL against all claims for compensation under the provisions of any law for the time being in force or in respect of any person employed by it in carrying out the contract. Further, such staff has no right to claim employment from BSNL.
5. The firm has to supply details as per annexure-2 of all the workers likely to be engaged by it before start of the work. The details such as EPF,ESI, Qualification, Identity & Address Proof of Operative staff shall be furnished before

commencement of contract. The contact details, ID & Address Proof of operative staff shall be intimated to the nearest police station by the contractor before commencement of contract.

6. The workers engaged by the firm should wear uniform of Navy blue colour with detachable badge indicating the name of the person and firm's name.
7. The workers engaged by firm should maintain proper discipline and good behavior with occupants. The firm shall remove such workers from the site whose behavior is found improper. Engineer – in – Charge's decision shall be final.
8. Agency has to observe all the labour rules & regulations in force.

4.0 T&P

4.1.0 All tools and plants, testing & safety equipments required for carrying out various tasks relevant to operation have to be arranged by agency at its own cost.

4.2.1 The T&P required to be kept at site.

4.2.2 The agency will provide the workers with necessary Testing and safety equipment and he shall not claim anything extra on this account.

5.0 COMMERCIAL.

5.1 The tenderer must obtain himself at its own expense all the information necessary for the purpose of tendering, inspect the site & acquaint himself with all the local conditions, means of access to work & nature of work etc. No claim shall be entertained on this account.

5.2 Monthly payment shall be made during the contract. With each bill, a certificate from contractor confirming that operation has been carried out properly and testing/drill etc required during the period have been performed. This certificate has to be countersigned by the SDE (E). Month wise Annexure 9&10 shall be attached with each bill.

5.3 INSTRUCTIONS FOR IMPLEMENTATION OF GST:

1. The rates quoted must be full & final. Nothing extra is payable other than the quoted rates.

GST shall be paid extra as applicable as indicated in the 'Schedule of Work' (BOQ).

The Evaluation & Comparison of bids shall be done on the basis of **NET COST TO BSNL** on the prices of the Goods / Services offered along with all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc as arrived in "Schedule of Work" of the Bid document but excluding GST which is creditable to BSNL. If GST is not quoted separately same shall be treated as NIL and no payment shall be done on account of GST. The tender will be decided on the basis of quoted Basic Cost.

2. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as & when asked for.

3. BSNL shall deduct statutory taxes and duties like income tax, etc. from payments due to the firm as per rules of the State/Central Govt. The Accounts Officer of the concerned SSA shall issue certificates for such deductions to the firm.

4. For claiming the payment following documents shall be submitted:

- a) Invoice clearly indicating breakup details of composite price ie Basic, GST any other duties & Taxes, Freight /Packing Charges etc
- b) E-way bill as prescribed in the GST Law in case of movement of Goods
- c) Proof of Payment of GST if applicable
- d) Timely uploading of correct & necessary information on GSTN Portal is mandatory as prescribed in GST Compliances.
- e) Declaration by the Authorized signatory duly authorized by the company management along with a certificate from an independent CA/CMA that the benefits of tax credits are transferred to BSNL

Note:1) If the bidder fails to furnish necessary supporting documents ie GST invoice/Customs invoices etc & also fails to upload the information on GSTN in respect of the Duties. Taxes for which input tax credit is available, the amount pertaining to such duties/Taxes will be deducted from the payment due to the bidder.

2) Tax amount will be paid to the bidder only after bidder declares the details of the invoices in its return in GSTR 1& GSTR 3 uploaded by the bidder & the same is reflected in GSTR-2A of BSNL on GSTN Portal.

5. In case the contractor is blacklisted during the currency of contract, BSNL will not bear any loss of Input Tax Credit arising due to default/blacklisting of Contractor.

6. Bidder should furnish the correct HSN/SAC classification in the price schedule. If the credit for the Duties, Taxes & Ceases under provision /rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the bidder will be liable to refund such non-admissible amount, if already paid along with penalty & interest if charged by the concerned authority.

7. In case the Duties, taxes & ceases which are not eligible for Input Tax Credit as per the quotes indicated in the Price Schedule by the bidder & subsequently at any stage it is found that Credit for such Duties, Taxes & Ceases is admissible as per provision of GST law, then the bidder will be liable to refund the amount equivalent of such duties, Taxes & ceases if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation & BSNL has all the documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit. viz upload the information on GSTIN. However, the BSNL may allow the bidder to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST Law.

8. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification /Customs Tariff Head furnished against the particular tender item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST ACT/Customs Tariff notifications.

9. If the bidder fails to furnish necessary supporting documents ie Tax Invoices/Customs invoices etc in respect of Duties, Taxes & Ceases which are eligible for input tax credit, the amount pertaining to such Duties, Taxes, Ceases will be deducted from the payment due to the firm.

10. If the bidder fails to perform the necessary compliances which would in any manner restrict BSNL to claim input tax credit then the amount pertaining to such duties, Taxes & Ceases will be deducted from the payment due to the bidder.

11. If the bidder does not disclose the correct details on the invoice or on the GSTN viz GSTIN, Place of supply etc which restricts BSNL to claim input tax credit then the amount pertaining to such duties, Taxes & ceases will be deducted from the payment due to the bidder.

12. BSNL can adjust/ forfeit Bank Guarantee obtained from the bidder against any loss of input tax credit to BSNL on account of bidders default. In case BSNL has to pay GST on reverse charge basis the bidder would not charge GST on its invoices. Further the bidder undertakes to comply with the provisions of GST law as may be applicable.

13. The balance payment shall be made within a period of 6 months from the invoice date to ensure availability of input tax credit & subject to condition that there are no damage/shortages. In those cases where such shortages/damages are intimated to the bidder in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of contract. Further in case of any dispute on the payment to be made to the bidder, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the bidder & input credit on the said invoice is lost by BSNL, the same shall be recovered from the bidder.

14. BSNL has the right to recover input Tax credit loss suffered by it due to any mis-declaration on invoice by the bidder.

15. Any sum of money due and payable to the bidder (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 bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off 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 bidder 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 bidder. GST would not be liable on security deposit. But if bidder set off 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 bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

16. The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and customs law offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

17. **GST Invoice:**

17.1 All the details of bidder (name, address, GSTN / unregistered bidder, place of supply, SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.

17.2 Invoice/Supplementary invoice/Debit note /Credit note/Receipt Voucher need to be issued in compliant format and within the time limit prescribed under GST law.

17.3 In case of any deficient / incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment.

17.4 It would be the responsibility of the bidder to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case the eligibility of input tax credit is questioned or denied to BSNL on account of default by the bidder, the same would be recovered by BSNL from the bidder.

17.5 Registered location of both the parties i.e BSNL and bidder should be mentioned in the Agreement with GSTN No. Further, bidder should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.

17.6 BSNL could at any time instruct the bidder to raise its invoices at a particular location of BSNL

17.7 It is the responsibility of the bidder to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the bidder shall intimate to BSNL and give adequate time before rising of the invoices.

17.8 E-waybill number should be mentioned on the invoices.

17.9 Bidder shall be responsible for timely issuance and delivery of Invoice / DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

17.10. (a) It is the responsibility of the bidder to ensure that outward supply return(GSTR-1) would be filled correctly .If not, than cost would be borne by bidder.

17.10.(b) Reporting of correct outward supply by bidder in the outward return(GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault,prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by bidder includes (but is not limited to) the following:

17.10.b.(i)Uploading appropriate invoice details on the GSTN within the stipulated time.

17.10.b.(ii)Issuing GST compliant invoice/CN /DN.PO issued by BSNL should be referred by bidder for capturing information on the invoice.

17.10.b.(iii)Bidder needs to pay the entire self assessed Tax on timely basis.

17.10.b.(iv)Where Invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder then credit on such invoice will be given provisionally subject to matching.So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details of GSTN is to be submitted by bidder. Such changes wrt. the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder.In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

17.10.b.(v)Bidder to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST. In case BSNL is unable to claim the input tax credit, the amount wrt GST charged by the bidder would be recovered from the bidder.

17.10.b.(vi)A self-declaration alongwith evidence that the bidder is not blacklisted by GST authority. In case supplier gets black listed during the tenure of BSNL contract,then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

18. It shall be the responsibility of the bidder to mention state of place of goods/services in the invoice issued to BSNL.

19. GST(if applicable) on account of liquidated damages due to delay in supply of goods would be borne by bidder.

20.Payment against GST Credit will be made only when GST complaint Invoice is submitted by the bidder.

21.In case the bidder does not agree with the POS or HSN/SAC code stated on the POS,it is the responsibility of the bidder to approach/request BSNL to revise the PO.

22. Any further amendment notified by the government in GST Rules during the currency of contract shall also be applicable without any separate notice.

6.0 DAMAGES TO BSNL INSTALLATION:

- 6.1 Any damage to the installation(s)/building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm & shall be replaced/rectified by the firm without any extra cost.
- 6.2 Any accident or damage during operation will be the responsibility of the agency & the Department will not entertain any claim, compensation, penalty etc. on this account or on account of non observance of any other requirement of law relevant to his work.

NOTE:-

Notwithstanding the compensation clause described above, the department may take necessary steps for repair etc. of faulty equipment at risk & cost of firm, by way of spot tenders, beyond 7 days of continuing failure, without further notice. The decision of SE (E) shall be final in this regard.

8.0 TERMINATION OF CONTRACT:

- 8.1 Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm, failure to attend breakdown in reasonable time, disobedience and abandoning the site etc. In such a case full 10% Security Deposit which includes Performance Guarantee shall be forfeited by BSNL. The decision of Superintending Engineer(E)/Chief Engineer(E) in this regard shall be final and binding.
- 8.2 Right is reserved by BSNL for closure of the contract at any time by giving one month's notice for reasons not attributed to the firm. The decision of Sub Divisional Engineer shall be final and binding on the contractor for closure of contract and for which BSNL shall not entertain any claim.
- 8.3 In case of unsatisfactory performance, during the period one percent penalty of the bill amount shall be imposed for the particular period. In this regard the decision of Engineer-in-charge shall be final and binding.

9.0 GENERAL CONDITIONS

- 9.1 The sitting arrangement i.e. One table, Two chairs and One lockable almirah for the staff engaged by the agency should be arranged by the firm at his own cost. The space, water, telephone (with incoming calls facility) & electricity shall be made available by the Department free of cost.
- 9.2 Firm should have rounded the clock local fixed/ Mobile telephone number. In case of Emergency, contractor and his authorized engineer supervisor shall be available at site on short notice from Engineer-In-Charge and make all efforts to make the situation normal at the earliest.
- 9.3 Maintenance operator on duty shall have mobile telephone connection. The mobile no. shall be intimated to JTO / SDE / Engineer In charge.
- 9.4 The agency will display on a board in sub-station room important telephone numbers.
- 9.5 The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained.

10.0 PERIOD OF CONTRACT

- 10.1 The Period of contract shall be 01 month.
- 10.2 The firm should intimate his round the clock Local fixed/ Mobile Telephone number (s) within 15days from date of award.

11.0 Compliance of Labour Laws

All the provisions of the letter no:- BSNL/Admin 1/29-5/2007 (Pt) Dated 5th Nov 2008 , Ltr no :- BSNL/Admn-1/20-2/2010 Dated 6th May 2010 & up-to-date labour laws should be followed by the agency. The agency should provide documentary proof /receipt of labour showing amount paid, EPF Contribution, ESI documents etc to the labour on monthly basis to the concerned JTO, who should get it verified through concerned labour. The excerpts of the letter Dated 5th Nov 2008 are reproduced as below :- “The field units must also ensure themselves that the provision of such statutes are complied with by way of i) maintenance of prescribed records & registers ii) preparation & filling of required returns iii) Contractors/Agency possess registration/license from the appropriate labour authority & are furnishing particulars of their employees/workers engaged by them to execute the outsourced activities iv) such Contractors/Agency is making payment to its workers at the rates not less than the rates prescribed under the Minimum Wages Act 1948, for such employment wherever applicable & where the rates have been fixed by an agreement , not less than the rates so fixed iv) the Contractor/Agency has obtained registration with PF/ESI authorities vi) monitoring that the contractors ensure timely deposit of PF & ESI dues of the employees with the appropriate authorities & contractor be asked to submit the documents in this regard to BSNL vii) the payment to workers may be made in the presence of authorized representative of BSNL who must certify at the end of entries of Wage Register viii) such Contractor is making payment to workers by cheque or by crediting the wages in their Bank account after obtaining written authorization of the workmen & ix) the employees of the Agency/Contractor deployed for the outsourced activity must be carrying their Identity Cards duly certified/issued by the Agency/Contractor as their employer& so on”.

INSURANCE:

(a) **Insurance policy:-**Before commencing the execution of works the Contractor, with out limiting his obligations and responsibilities under this agreement shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, or to any person including any employee or amember of the general public, by or arising out of the execution of the works or in carrying out the agreement, it shall be obligatory for the contractor at his cost to obtain and maintain with any of the subsidiary of the General Insurance Corporation of India in such a manner that BSNL & Contractor are covered for all the time during period of contract i.e. from the commencement date in the time period allowed for completion of work, The insurance cover under the following policies.

(b)Contractor’s All Risk Insurance Policy to cover the following;

- (i) Entire agreement value for the period of completion including defects liability period.
- (ii)Third party insurance to cover for any damages to third party. This shall be upto the end of the defects liability period and shall include for any damage to the properties and / or injury (including death) to the person of the general public and anyone else deemed to be third party.
- (iii)Civil commotion, riots, War and other disturbances.
- (iv)Earth quake or any other natural calamities.
- (v)Policy to cover contractor’s liability under Workmen’s Compensation Act 1932, Minimum Wages Act1948, Contract labour (Regulation and Abolition) Act1970 and other relevant Acts modified from time. This shall be for the period upto final completion of work, including the defects liability period.
- (vi)Insurance cover against damage, theft or any other loss of all the materials and equipment brought to site for which advance is claimed–Limit of liabilities not less than the value or such materials at any stage of the contract. The Contractor shall insure against all such liabilities and shall continue such insurance during the currency of the agreement including defects, liability period. Premium for all insurance policies shall be paid and borne by the contractor and shall NOT be reimbursable.

(c)**No Limit to Liability:** In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the contractor or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liabilities for and agrees to save the BSNL harmless and indemnifies BSNL from every expense, liability or property suffered through any act or omission of the Contract or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the contract of the Contractor or any one directly or indirectly employed by either of them or arising in any way from the work called for by this agreement.

1. Qualifications of staff to be posted at site:-

(i)Semi skilled worker (Wireman): He shall have a wireman’s certificate & valid permit for wireman issued by Nagaland (as applicable) licensing authority & shall have at least two years experience in the line.

2. The details in the section are approximate to give an idea of services to be maintained. Any variation on higher or lower side shall deemed to be included. However the tenderers are advised to inspect the site(s) and make themselves acquainted before quoting.

Sub Divisional Engineer (Elect)

List of Annexure

Annexure No.	Description of Annexure
1	Size of various EMS services to be maintained
2	Details to be supplied before starting the work
3	Complaint register
4	Sub-station log book (2Pages)
5	E/A set log book
6	Account of fuel
7	A.C plant log book
8	Log book of pump set

SCHEDULE "D"
(V) SIZE OF VARIOUS SERVICES

SECTION-1
SIZE OF VARIOUS SERVICES

(The Details in this section are approximate to give an idea of services to be maintained).

1. E.I. & FANS of :- TE BUILDING DIMAPUR

Size of building	TE building	Annexed Bldg.
1.Floor	G+3	G+2
2.Area	3690 Sq.Mtr	352 Sq.mtr
Approximate Number of		
Light point	453nos	22nos
wall/Ceiling Fan point	95nos	16nos
Exhaust Fan Point	25nos	11nos
Air circulating Fan	16nos	0
Plug point 5A	237nos	21nos
Plug point 15A	228nos	21nos
SDB	20nos	5nos
Main Board	3nos	1nos
Earth station	2nos	2nos
Rising mains (length)/Rating		
Other relevant details (if any)		
A industrial sockets for 1.5TR AC unit	45	5
DOL Starter	26	3
14. Lift Cabin lamp	2nos	

2. SUB-STATION

INDOOR

1. Transformer Capacity (KVA) : 2 X 400 KVA

Voltage 11000/415volts

Date of installation- 16/1/1998

- **H.T. Panel** (i/c CTPT ,OCB,HT CABLE)
- **L.T. Panel** (i/c L.T. Panels installed elsewhere in the building)
- **H.T CABLE** 11kv 3CORE 120mm²/95mm² with DOL,GO Swich,LA (i/c from HT pole to HT panel and HT panel to transformer)
- **Transformer Make. :- ABB-2nos**
- **HT Panel-Becco laree -3nos**
- **Capacitor Panel, No. & Salient details.** : 1Nos 155KVAR with APFC
- **Overhead bus trunking (length)/capacity.** : NIL
- **Inter-connection with cables/bus trunking:** Cable.of various size
- **Pole structure yard.1no. with DP structure**
 1. A.B. Switch. : 1set.
 2. Lightning arrestor : 1set.
 3. D.O.fuses. : 1set
 4. Insulators. : All Pin type and disc type installed on the DP Structure.
- **L T Panel (i/c LT Panel installed elsewhere in the bldg.)-13nos**
- **No. of Earth Station-6nos , 600x600x6mm GI Plate**

3. ENGINE ALTERNATOR

- Number of Engine Alternator Sets. : **02 Sets.**
Details of EA sets: EA set no, I&II.= (1 No -380KVA & 1No 500kVA):-

i. Engine: I

Water cooled/Air cooled : Water Cooled.

Make : M/s. Kirloskar
Model : DVR SR2/ DV8-1501/1420015
B.H.P. : 268BHP

ii. Alternator:

Capacity (KVA) : 380KVA
Type : Brushless
Make : LOREY SOMER
Model : TA 354 S1
Year of Installation:-2014

EA set no. II (500KVA) :-1no. 500KVA

i. Engine:

Water cooled/Air cooled : Water Cooled.

Make : M/s. Cummins India Ltd
Model : KTA-19-G9
B.H.P. : 600

ii. Alternator :

Capacity (KVA) : 500 KVA
Type : Brushless
Make : Stamford
Model : HCI 544D1

iii. No. of LT panels. Engine : 3 Nos.

iv. No. of Earth stations. : 10 Nos.

v. Inter-connection with cables/bus trunking : Cable.

Year of Installation:-2011

4. PUMP(S)

• **Water supply pump**

1.	No. of pumps	2 Nos	1no.	1no.
2.	Capacity of pumps	1.5HP	1.5HP	1.5HP
3,	No. of pumps	Centrifugal.	Sump Pump	Submersible

5. FIRE DETECTION SYSTEM

• **Size of Building**

1. G + 3 FLOORS.

2. Area per floor. : 1867.00Sq.mtr.

• **Panels**

i. Main : 1Nos.

• No. of Zones. : 16 Zones.

ii. No. of zonal panels. : 3 Nos.

• No. of Zones in each panel. : 8 Zones.,4Zones

• **Detectors (Approximate)**

1. Ionization - 130 Nos. (approx.)

2. Optical - 20 Nos. (approx.)

3. Heat - 15 Nos. (approx.)

6. FIRE FIGHTING SYSTEM

• **Fire Extinguishers.**

1. Type. : Co2 type/DRY POWDER, Foam type

2. Capacity. : 4.5Kg each

3. Number. : 30 nos.

7. LIGHTNING CONDUCTORS

• Size of the building (Area of terrace approximate) : NIL

• No. of down conductors. : Nil

• No. of Finials. : Nil.

• No. of Earth stations. : Nil.

8. COMPOUND LIGHTING

• **No. of Poles / Mast Arm** : 8Nos. Pole,.

Gate light-4nos

• **No. of fittings.** : 12 Nos.

1. CFL lamp. : 2x35W Nos.of 8nos

2. Gate Lamp : 1x35w of 4nos

9. HEATING & COOLING APPLIANCES.

- Window units. : 9nos 1.5TR
- **Split units.** : 50X 1.5 TR Split AC.
- Water coolers. : NIL
- Desert coolers. : NIL
- Geysers. : 1 No.
- Room heaters. : NIL

10. LT Cables , Panels & Energy meters:

- i. All LT cables from Transformer & EA sets to Panels, power plant, AC units, SDBs and Compound light and adjacent building
- ii. HT Energy meter -1no.

11. Voltage Stabilizer:

Capacity (KVA) : 450KVA
 Type : Servo Control Oil Cooled
 Make : Integ
 Model : Automatic Oil Cooled
 No. of Units :-1nos
 Year of Installation : 2017

ANNEXURE-2

DETAILS TO BE DISPLAYED AT SITE

1.	Details to be supplied before starting the work.	
1.	Name of Agency (With Office Address)	
2.	Name of proprietor	
3.	Telephone No. (s) of the firm	
4.	Name & Address of the supervisor	
5.	24 hours contact No.	
6.	Particulars of the license/ Registration	

2. DETAIL OF STAFF TO BE POSTED AT SITE.

S.No	Name and Address	Qualification	Responsibility

3 .DETAILS OF THE DEPARTMENTAL STAFF

S.No.	Officer	Name and Res. Address	Telephone Nos. Office	Telephone Nos. Residence
1.	JTO (Elect.)			
2.	SDE(Elect.)			
3.	EE(Elect.)			

Annexure-3

COMPLAINT REGISTER

Complaint No.	Date & Time of complaint	Detail of complaint	Date & Time of Redressal of complaint	Reports/Remarks by the person attending the complaint	Type of Complaint	
					*Major	*Minor

***NOTE:-**

Minor complaint: EI, Fans, Power Plug, Light Plug, Water cooler, Desert cooler.

Major complaint: The failure of HT Panel, /LT Panel/Transformer/DEA set/any unit of central AC plant or Package Unit/Complaints for which time required to attend after its inspection is more than 48 hours.

Register to be closed monthly.

ANNEXURE-4

LOG BOOK OF SUB-STATION

LT Tolerance: - 415 V + 6%

H.T Tolerance: - 11KV + 6%

OR

11KV – 9%

Date:

Time Reading	Ambient Temp	HT Voltage			HT Main Incoming (Amps)						LT MAIN						INCOMING									
											TRANSFORMER-1						TRANSFORMER-2									
											Voltage			Temp	Tap	Amps			Voltage			Temp	Tap	Amp		
Hrs.	°C	RY	YB	RBR	Y	B	R	Y	B	RY	YB	RB			R	Y	B	RY	YB	RB			R	Y	B	

STAFF ON DUTY

SHIFT	TIME		NAME	SIGNATURE
	TAKEN OVER	HANDED OVER		

MAXIMUM HT VOLTAGE	
MAXIMUM HT CURRENT	
MAXIMUM LT CURRENT	
MAXIMUM LOAD	
PF ON HT PANEL	

RESULT OF DAILY CHECK

Discrepancies:

NOTE: - Readings to be taken at 2 Hrs interval.

ANNEXURE - 4 (Page - 2)

OUTGOING FEEDERS

FEEDER-1			FEEDER-2			FEEDER-3			FEEDER-4			FEEDER-5			FEEDER-6			FEEDER-7			FEEDER-8			FEEDER-9		
()			()			()			()			()			()			()			()			()		
R	Y	B	R	Y	B	R	Y	B	R	Y	B	R	Y	B	R	Y	B	R	Y	B	R	Y	B	R	Y	B

DAILY MAINTENANCE OPERATIONS

ITEM	1				2				3				
	W	E	JTOSDE		W	E	JTOSDE		W	E	JTOSDE		

SDE (ELECTRICAL)

NOTE: - Readings to be taken at 2 Hrs interval.

Annexure-5

LOG BOOK OF ENGINE ALTERNATOR SET

Date:

Time		Hour Meter Reading	Supply Voltage			Current			Frequency	Water Temp	Oil Temp	Oil Pressure	Battery Ch.		Sign.	Checked
From	To		RY	YB	BR	R	Y	B					Volts	Amps		

ACCOUNT OF FUEL

Date	OPENINGBALANCE	Fuel Added	Total	Consumed	Balance

Annexure- 7

LOG BOOK OF AC PACKAGE UNITS

Working Hours	Mains Voltage	Total Amps	Unit No – 1			Unit No - 2			Unit No – 3			Unit No - 4			Temp			Sign.							
			Amp	LP	HP	LP	HP	Amp	LP	HP	LP	HP	Amp	LP	HP	Amp	LP		HP	Ambient	AC Plant	Switch room			

NOTE: - Readings to be taken at 2 Hrs interval.

Annexure- 8

LOG BOOK OF PUMP SET

Pump no – 1		Total Hrs run	Pump no – 2		Total Hrs run	Supply Voltage	Operator Signature	Checked by	Remarks
Time of start	Time of stop		Time of start	Time of stop					

Performa for Bill Submission

From:-
M/s _____

To:-
The Sub Divisional Engineer (E)
BSNL Elect. Sub Division

Dear Sir,
Name of Work: -----
Agreement No. -----

1. We submit herewith our bill (in duplicate) for the period ----- against the above maintenance contract.

2. The electrical units consumed as per metering is _____ units (current reading – previous reading).

3. The diesel consumed during the above period is _____ ltrs. The total run hours and KW H in respect of each engine is given below: -

E/A Set No.	Total Engine Run(Hrs)	Total KWH
Engine - I		
Engine - II		

4. The report of monthly fire drill jointly signed by JTO (E)/Exchange In-charge/our representative is enclosed.

5. The penalty imposed by Electricity Board during the period is _____.

6. Results of the following test prescribed in the scope of work. for the bill period are enclosed.

- (i)
- (ii)
- (iii)

7. The following breakdown in important services like Sub Station, AC Plant, DG set, water supply took place during the above period.

- (i)
- (ii)

Thanking you,
Encl: As above. (_____ - Pages)

Yours faithfully,

LABOUR REPORT

Each bill of contractors for this work must accompany the information in following table

LABOUR REPORT FOR THE PERIOD :-

Name of Work:-

Agreement No :-					Agency's EPF Registration Number :-				
Name of Agency :-									
Bill Serial Number :-									
Details Of Labor/Workers/Employees engaged at site :-									
S. No.	Name of Labor/Worker/Employee engaged at site with his number	Category of Labor/Worker/Employee [Skilled/Semis killed/unskilled]	Duration of their engagement	Amount of Wages paid per day inclusive all.	Amount of EPF Contribution		Details of Female Worker who have been allowed maternity benefit according to Clause-19-F	The Accident that occurs during the fortnight showing the circumstances & extend of damage & Injury	Remark
					Employer	Employee			

I Mr.----- Proprietor of M/s----- Declare that I am complying EPF ACT- 1952 & the contract Labor (Regulation & Abolition) Central Rules-1971. The Wages of their duration of engagement & EPF contribution etc are being fulfilled from time to time. I am liable to pay EPF contribution, however incase of any demand by EPF authorities, their claims will be settled by me.

Date

Signature of Contractor

SCHEDULE OF WORK

Name of Work: Providing Round the clock operation of electromechanical Services for T.E Building Dimapur, Nagaland SSA.(Period 01.12.2021 to 31.03.2022).						
Sl. No	Item Description	quantity	Unit	Unit Price i/c all taxes (W/o GST)	Unit	AMOUNT
1	2	3	4	5	6	7=3 X 5
1	Providing round the clock Operation of following Electro mechanical services etc as reqd. by engaging 3nos.semi skilled operators as per the scope of work attached. (Period 01.12.2021 to 31.03.2022).					
	A) Operation of Services included are					
	1) EI & Fans					
	2) Compound Lighting					
	3) Lightning Conductor					
	4) Pumps					
	5) 2 x 400 KVA (11 kv Indoor) Substation					
	6) 1 x 450 KVA Servo Control Oil Cooled Voltage Stabilizer.					
	7) 1 x 500 KVA & 1 x 380 KVA E/A Sets					
	8) Fire Detection and Alarm system					
	9) Package type A C Plant					
	10) Window/Split AC units/water cooler					
	11) Fire Extinguishers					
	Labour service only:-	04	Months		Month	
				NET COST TO BSNL excluding GST		
				ADD % GST	%
				TOTAL GST Amount		
				Total Cost i/c GST		

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

- Note:** (i) Invoice favouring BSNL shall be issued by the supplier indicating GST (as applicable CGST/SGST/IGST) with documentary proof to avail input tax credit by BSNL as per the requirement of GST ACT.
- (ii) The rates quoted shall be inclusive of all taxes and duties but excluding GST. The rates for all items of work shall include cost of all materials, labour, packing & forwarding charges and other input involved in the execution of the items as specified in the scope of work. All taxes/ duties, cess, welfare fund etc. as applicable except GST shall be included in the offer. No sales tax concessional forms will be issued by BSNL/ Client.
- (iii) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges but excluding input tax credit/GST 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 will be paid extra, as per actual wherever applicable on production of proof of payment/relevant invoices/documents.
- (iv) Works contract tax will not be deducted at the source as it is subsumed in the GST. However, any deduction of tax at source under GST is affected it will be done as per statutory instructions issued by Govt of India time to time.
- (v) If any levy / duty is not payable or documentary proof is not produced, the amount for the same shall be deducted.
- (vi) The firm should quote for each item separately. They should not club the items while quoting.
- (vii) 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.

**Executive Engineer [E],
BSNL Electrical Division, Dimapur**