

**TENDER DOCUMENT**

NIT NO. : - 65/EEE/BSNL/DMP/2022-23

NAME OF WORK :- Outsourcing work on the Job Contract of the BSNL Electrical Division, Dimapur.  
(01.04.2023 to 30.11.2023).

**INDEX**

Sl.No.	Description	Page No.
1.	Index & General Guidelines	1-2
2.	BSNL EW-6 (Notice Inviting Tender)	3-6
3.	BSNL EW-8 & Schedule D	7-11
4.	Performa of Schedule & undertaking	12-13
5.	Schedule Of work	14-15
6.	BSNL EW -8 available website	16-96
Total		96 Pages

Total = 15 nos plus EW8

Name of Work: Outsourcing work on the Job Contract of the BSNL Electrical Division, Dimapur. (01.04.2022 to 30.09.2022).

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](http://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-I- DIMAPUR  
NIT NO: - 65/EEE/BSNL/DMP/2022-23

Electrical Division- DIMAPUR  
dated: 24.03.2023.

**Short 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
Outsourcing work on the Job Contract of the BSNL Electrical Division, Dimapur. (01.04.2023 to 30.11.2023).	Rs. 1,61,040.00	Rs. 3,221.00	08 (Eight) 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 **31/03/2023** 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 10<sup>th</sup> day after the date of written order to commence the work.
05. Issue of tender form will be stopped two days before the date 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]

Sd/-  
Executive Engineer (E)

**No. 14/EEE/BSNL/DMP/NIT/2023/69**

**Date: - 24/03/2022**

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](http://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.

Sd/-  
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-I - DIMAPUR

**Tender for the work of:** Outsourcing work on the Job Contract of the BSNL Electrical Division, Dimapur. (01.04.2023 to 30.11.2023).

- (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) 31/03/2023 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 31/03/2023 in the **Office of the Executive Engineer (E), BSNL Electrical Division, Dimapur.**

**TENDER**

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
3. I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
4. A sum of **Rs. 3,221.00** 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.
5. Should this tender be accepted. I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
6. I/we agree to furnish to BSNL Deposit at call receipt/FDR/Bank guarantee of a 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.
7. I/we hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information/ derived there from to any person other than to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Signature of 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 its 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 – 14

**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**

<b><u>SCHEDULE 'F'</u></b>	
Reference to General Conditions of contract	
(i) Name of Work :	Estimated cost      Cost of EMD      Time
Outsourcing work on the Job Contract of the BSNL Electrical Division, Dimapur. (01.04.2023 to 30.11.2023).	Rs. 1,61,040.00      Rs. 3,221.00      08 (Eight) 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
<b>GENERAL RULES and DIRECTIONS :</b>	
Officer inviting tender :	EE (E), BSNL Electrical Division, Dimapur.
<b>Definitions :</b>	
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)**



- 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**