



**TENDER DOCUMENT**

|          |    |                             |     |        |            |
|----------|----|-----------------------------|-----|--------|------------|
| NIT No.: | 52 | 175/NIT/BSNL ED/SHG/2023-24 | 171 | Dated: | 10/13/2023 |
|----------|----|-----------------------------|-----|--------|------------|

|               |  |
|---------------|--|
| Name of work: | <b>General ,servicing of 1x40 KVA DEA set at TE Phulbari TE Garo Hills</b> |
|---------------|--|

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| 21                    | BSNL EW-8 Available www.assam.bsnl.co.in(83Pages)                         |   | 24        | To          | 107 |
| 22                    | This N.I.T. contains (excludingEW-8)                                      |   | 25        | pages only. |     |
|                       | No. of Pages Total Including BSNL EW-8 =                                  |   | 108       | pages only. |     |
| Date of Application : |   |   |           |             |     |
| Issued to :           |   |   |           |             |     |
| Date of issue :       |   |   |           |             |     |

Signature of the Tender Issuing officer

Executive Engineer ( E )  
BSNL Electrical Division, Shillong  
For and on behalf of Bharat Sanchar Nigam Limited

**GENERAL GUIDELINES**

1. BSNL EW-6, Form BSNL EW 8, Schedules A to F, special conditions/ specifications and drawings will be issued to intending renderers 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.assam.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 renderers for filling and returning the same in the manner prescribed. The Schedules can also be downloaded from website <http://www.assam.bsnl.co.in>

**SPECIAL CONDITIONS OF CONTRACT**

- 1 Tender with conditions i/c conditional rebates shall be summarily rejected.
- 2 Tenderer is required to work in accordance with agreement with the specifications attached. Where specific specifications are not mentioned, IS – specification, IE rules, CPWD external and internal specifications etc. shall be followed.
- 3 Tenderer have to agree on testing prescribed by the Engineer-in-charge.
- 4 Layout diagram shall be approved by the Engineer- in-charge before execution of work.
- 5 General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED (BSNL EW-8) are available on BSNL website [http://electrical.bsnl.co.in/BSNL\\_EW-8.pdf](http://electrical.bsnl.co.in/BSNL_EW-8.pdf) as well as in the Division Office.

**CRITICAL DATES**

|   |                            |
|---|----------------------------|
| Publishing Date                                 | 13-10-2023                 |
| Bid Document Sale Start Date                    | 13-10-2023                 |
| Bid Submission Start Date                       | 18.10.2023 from 11-30 Hrs  |
| Last date & Time of submission of sealed Tender | 19.10.2023 up to 15-00 Hrs |
| Time & Date of Opening of the tender document   | 19.10.2023 at 15-30Hrs     |
| <b>CRITICAL DATA SHEET</b>                      |                            |
| Estimated Cost excluding GST & contingences     | Rs. 21,656.00              |
| Tender Fee                                      | Rs. 177.00                 |
| Earnest Money                                   | Rs. 433.00                 |

|  |   |   |  |                   |
|--|---|---|--|-------------------|
| BSNL EW  |   | EW-6  | Page no.                                   | 2                 |
| <b>Bharat Sanchar Nigam Limited</b>  |   |   |  |                   |
| ( A Government of India Enterprise )   |   |   |  |                   |
| Electrical Wing  |   |   |  |                   |
| <b>Electrical Division:</b>  | <b>SHILLONG</b>   |   | <b>Electrical Sub Division:</b>            | Shillong          |
| <b>BSNL EW - 6 (NOTICE INVITING TENDER)</b>  |   |   |  |                   |
| 1  | <b>NIT No :</b>   | <b>52</b>   | <b>175/NIT/BSNL ED/SHG/2023-24</b>         | <b>10/13/2023</b> |
| <b>The Executive Engineer (E), BSNL Electrical Division, Shillong invites item rate e-tender on behalf of Bharat Sanchar Nigam Limited (A Government of India Enterprise) from eligible contractors for the following work:-</b> |   |   |  |                   |
| 2  | <b>Name of Work</b>   | General ,servicing of 1x40 KVA DEA set at TE Phulbari TE Garo Hills   |  |                   |
| 3  | Estimated Cost put to tender excluding GST  | Rs. 21,656.00   |  |                   |
| 4  | Earnest Money   | Rs. 433.00 In the form of Demand Draft /FDR/BG /CDR of nationalized / scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of the Accounts officer (Cash), O/o GMTD, MEGHALAYA SSA,BSNL.   |  |                   |
| 5  | <b>Cost of Bid Document / Tender Paper</b>  | Tender paper cost amounting to Rupees Rs. 177 in the form of demand draft of a nationalized / scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of the "ACCOUNTS OFFICER (CASH), O/O THE GMTD,Meghalaya SSA,BSNL"   |  |                   |
| 6  | Period of completion  | 15 (Fifteen ) Days  |  |                   |
| 7  | <b>Eligibility Criteria: -</b>  | The Firms who fulfill the following requirements shall be eligible to bid:  |  |                   |
| 8  | <b>Turnover :</b> Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least | <b>Rs.6,496.80</b>  | (30% of the estimated cost put to tender.) |                   |
|  |   | AND   |  |                   |
|  |   | BSNL enlisted contractors in Electrical category of respective class as per their tendering limits  |  |                   |
|  |   | OR  |  |                   |
|  |   | Original Engine manufacturer or their Authorised service dealer .   |  |                   |
|  |   | OR  |  |                   |
|  |   | Experience of having successfully completed similar works in Central Government/State Government /Central Autonomous Body/Central Public sector Undertaking during last 7 years ending last day of  |  |                   |
|  |   | (a) Three similar successfully completed works each costing not less than the amount equal to   | <b>Rs.8,662.00</b>                         |                   |
|  |   | (40% of Estimated cost put to tender.)  |  |                   |
|  |   | OR  |  |                   |
|  |   | (b) Two similar successfully completed works each costing not less than the amount equal to   | <b>Rs.12,994.00</b>                        |                   |
|  |   | (60% of Estimated cost put to tender.)  |  |                   |
|  |   | OR  |  |                   |
|  |   | (c.) One similar successfully completed work each costing not less than the amount equal to   | <b>Rs.17,325.00</b>                        |                   |
|  |   | (80% of Estimated cost put to tender.)  |  |                   |
|  |   | "Similar work means work of repairing of DEA set".  |  |                   |
|  |   | The contractor shall submit documentary proof of satisfying eligibility conditions and Chartered Accountant Certificate for turnover on printed letter head giving the list of works completed of the requisite magnitude along with attested copies of certificate, testimonials of their satisfactory completion from the Department concerned obtained from an officer not below the rank of Executive Engineer. |  |                   |

|         |  |          |   |
|---------|--|----------|---|
| 8       | <p><b>Concession To MSE units:-</b></p> <p>1. The guideline issued by Ministry of Micro, Small &amp; Medium Enterprise (MSME), Government of India regarding concession for Micro, Small &amp; Medium Enterprise units registered with District Industries Centers or Khadi &amp; Village Industries Commission or Khadi &amp; village Industries Board or coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts &amp; Handloom or any other body specified by Ministry of Micro, Small &amp; Medium Enterprise,</p> <p><b>A. Supply of Tender Documents.</b></p> <p>1. The tender Documents shall be issued to MSE bidder free of cost provided – <b>THE TENDER ITEM IS LISTED IN THE REGISTRATION CERTIFICATE OF MSE.</b></p> <p><b>B. Exemption from payment of Bid Security deposit/ Earnest Money Deposit.</b><br/>The MSE units registered with bodies as detailed above shall be given exception from payment of Bid Security deposit provided- <b>THE TENDER ITEM IS LISTED IN THE REGISTRATION CERTIFICATE OF MSE.</b></p> <p>a) A proof regarding current Registration with bodies as detailed above for the tender item will have to be attached along with the bid.<br/>b) The enlistment Certificate issued by bodies as detailed above should be current and valid on the date of opening of bid.</p> |          |   |
| 9       | The intending bidder must read the terms and conditions of BSNL EW-6 carefully. He should only submit his bid if he  |          |   |
| 10      | Information and Instructions for bidders posted on website shall form part of bid document.  |          |   |
| 11      | The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed  |          |   |
| 12      | The Standard Form BSNL EW-8 is not attached along with the Tender Documents but the same shall form part of the  |          |   |
| 13      | The site for the work is available/ or the site for the works shall be made available in parts.  |          |   |
| 14      | Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to  |          |   |
| 15      | Submission of Tender : The tenderer shall submit the tender in two numbers of separate sealed Covers, marked as:-  |          |   |
| 16      | <p>The cover-1 shall contain:</p> <p>i. Documents fulfilling Eligibility criteria. (Please note that in case the bidder is authorized by the manufacturer, the original authorization letter is to be scanned and uploaded. The credentials shall be self attested .</p> <p>ii. Tender Fee in proper format.</p> <p>iii. EMD in the prescribed format.</p> <p>iv. CA certificate towards turn over &amp; deposition of income tax.</p>   |          |   |
| BSNL EW | EW-6   | Page no. | 4 |
| 16      | v. The Self attested copy of Valid Pan Card.   |          |   |
|         | vi. The Self attested copy of Valid GST Registration Certificate.  |          |   |

|    |   |
|----|---|
|    | vii. The Self attested copy of Valid EPF & ESI Registration certificate, if applicable.   |
|    | viii. The Self attested copy of Valid Electrical License :- Not if applicable.  |
|    | ix. Valid MSME registration certificate for MSE vendor (if applicable).   |
|    | x. . License to work on high tension voltage- <b>Not applicable.</b>  |
|    | XI. ANNEXURE - VI -Declaration by Contractor,   |
| 17 | The EMD of all the unsuccessful renderers shall be released on issue of award letter to the successful tenderer. This shall   |
| 18 | c) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good   |
| 19 | The bid submitted shall become invalid if:  |
|    | i) The bidder is found ineligible.  |
|    | ii) The bidder does not upload all the documents as stipulated in the bid document.   |
|    | iii) In case the eligibility credentials are found fake or falsified at any stage i.e. before award of work or during execution of  |
| 20 | Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to  |
| 21 | The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to  |
| 22 | <b>The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of</b>  |
| 23 | <b>Extension of validity:</b> - In case, where the letter of award of work cannot be placed within the validity period  |
| 24 | considered as adequate means of communication.  |
| 25 | <b>IMPORTANT INSTRUCTIONS TO BIDDERS DOWN LOADING THE TENDER DOCUMENT FROM WEB SITE :</b>   |
|    | The bidders, who have down loaded the tenders from the web site, shall read the following important instructions carefully before quoting the rates and submitting the tender documents.  |
|    | (i) The tenderer should see carefully and ensure that the tender document containing all the pages as per the index has been down loaded for making required entries. The balance pages of Standard BSNL EW-8 form will be attached with the agreement after the award of work.   |
|    | (ii) A clear print out of tender document shall be taken on good quality A4 size paper and the printer settings, etc., shall be such that the document is printed as appearing in the web and without any change in format, number of pages, etc., and shall also ensure that no page is missing. Only original computer printout of the document shall be used. Photocopy shall not be accepted. |
|    | (iii) In case of any doubt in the downloaded tender, the same shall be got clarified from the Engineer -in -charge calling the NIT before submission.   |
|    | (iv) The name of the bidder shall be filled on the relevant pages of tender document and all the pages shall be invariably signed. (With stamp)   |
|    | (vi) There shall be no correction / addition / alteration / omission made in the text of the downloaded tender document. If found otherwise, the same shall be treated as non-responsive and rejected.  |

|         |   |      |          |   |
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|         | (v) The tenderer shall ensure that the downloaded tender document is properly stitched before submitting the document.  |      |          |   |
|         | (vii) The bidders downloading the tender document are required to submit the Tender fee ( along with applicable GST) amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. |      |          |   |

|   |  |   |                                 |   |   |
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|   | (viii)The tenderer shall furnish a Declaration (appended as Annexure-II) to this effect (in case of 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.  |   |                                 |   |   |
| 26  | <p><b>i. Performance Guarantee:</b> The contractor is required to furnish performance guarantee for an amount equal to 3% of the contract value of individual work based on LOI in the form of bank guarantee / CDR/FDR/DD (of a nationalized/ Scheduled Bank in a standard format) within one weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge up-to a maximum period of one week on written request of Contractor. The PBG shall be kept valid by the bidder up to 06 (six) months from the actual date of completion of work. .<br/><b>This performance guarantee shall be submitted in the Electrical Division in the name of Accounts officer (Cash), O/o GMTD, MEGHALAYA SSA,BSNL.</b></p> <p><b>ii) Security deposit:</b> A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the Tendered value of the agreement. This Security Deposit shall be released after an observation <b>period of 12 months</b> after the date of completion of work.</p>        |   |                                 |   |   |
| 27  | <table border="1"> <tr> <td>The acceptance of a tender will rest with the</td> <td><b>Executive Engineer ( E )</b></td> </tr> <tr> <td><b>BSNL Electrical Division, Shillong</b></td> <td>who does not bind himself to accept the lowest tender</td> </tr> </table> <p>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.</p>  | The acceptance of a tender will rest with the | <b>Executive Engineer ( E )</b> | <b>BSNL Electrical Division, Shillong</b> | who does not bind himself to accept the lowest tender |
| The acceptance of a tender will rest with the | <b>Executive Engineer ( E )</b>  |   |                                 |   |   |
| <b>BSNL Electrical Division, Shillong</b>     | who does not bind himself to accept the lowest tender  |   |                                 |   |   |
| 28  | <p>i) The tenderer should give a certificate ( as per ANNEXURE-VIII) 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.</p> <p>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:</p> <p>a) Members of a Hindu Undivided family.<br/>b) They are husband and wife.<br/>c) The one is related to the other in the manner as father, mother, son(s) &amp; son's wife (daughter-in-law), Daughter(s) &amp; daughter's husband(son-in-law), brother(s) &amp; brother's wife, sister(s) &amp; sister's husband(brother -in-law).</p>   |   |                                 |   |   |
| 29  | The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit. |   |                                 |   |   |
| 30  | 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.  |   |                                 |   |   |
| 31  | 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.  |   |                                 |   |   |

|         |  |      |          |   |
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| 32      | 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.  |      |          |   |
| 33      | 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. |      |          |   |
| 34      | Unsealed tenders will be summarily rejected.   |      |          |   |

|    |  |
|----|--|
| 35 | The contractor should read the tender documents carefully before submitting the tender. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.  |
| 36 | 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.  |
| 37 | The tenderer shall furnish a declaration to this effect (in case downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm /organization.  |
| 38 | 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 :-<br>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.<br>b) Standard BSNL EW-8 form. |
| 39 | <u>EPF PROVISIONS:</u> The agency has to comply with the provision of EPF and miscellaneous provisions Act - 1952 and employees Provident Fund scheme-1952 as amended up to date in respect of labours/ employees engaged by them for this work. Any consequences arising due to non-complying of provisions as specified above shall be of the sole responsibility of the firm only. The agency shall give an under taking to this effect as per the prescribed proforma ANNEXURE - IX  |
| 40 | If any terms and conditions mentioned in this NIT document are in contravention to BSNL EW6/EW 8 General Conditions of Contract, the terms and conditions mentioned in this document shall prevail.  |

|  |   |          |   |
|--|---|----------|---|
| BSNL EW  | <b>Declaration (Annexure-A)</b>   | Page no. | 7 |
| (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. |

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

**UNDERTAKING FOR 'BSNL EW – 8' (Annexure-B)**

**(BSNL EW-8 is available in website [www.bsnl.ne1.co.in](http://www.bsnl.ne1.co.in). and is a part of the Contract)**

This is to certify that I have gone through the Clauses & Conditions including all correction slip as laid down in BSNL EW - 8 and I agree to abide the rule and regulations as applicable.

Date:

Sign. Of contractor

Seal:

|                                     |  |                               |                 |
|-------------------------------------|--|-------------------------------|-----------------|
| BSNL EW-8                           |  | Page no.                      | 8               |
| <b>BHARAT SANCHAR NIGAM LIMITED</b> |  |                               |                 |
| (A Government of India Enterprise)  |  |                               |                 |
|                                     | BRANCH : EW  | CIRCLE:- NE-1- CIRCLE         |                 |
|                                     | BSNL ELECTRICAL DIVISION -SHILLONG   | BSNL ELECTRICAL SUB-DIVISION- | <b>Shillong</b> |
| (A)                                 | Tender for the work of :-  |                               |                 |
|                                     | <b>General ,servicing of 1x40 KVA DEA set at TE Phulbari TE Garo Hills</b> |                               |                 |



|               |   |  |
|---------------|---|--|
|               | (i) Issued to (contractor) :-   |  |
|               | (ii) Tender Cost :-   | Rs. 177  |
|               | (iii) Receipt No./DD NO:-   | (v) Date :-  |
|               | (iv) Date of application:-  | (v) Date of Issue:-  |
|               | (vii) Designation   | Executive Engineer ( E ) , BSNL Electrical Division, Shillong  |
| (B)           | (i) To be submitted by (time) :-  | 19.10.2023 up to 15-00 Hrs   |
|               | (ii) To be opened in presence of tenderers who may be present at 15:30 in office of the   | 19.10.2023 at 15-30Hrs<br>Executive Engineer ( E ) BSNL Electrical Division, Shillong  |
| <b>TENDER</b> |   |  |
| 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 contract and all other contents in the tender document for the work.   |  |
| 2.            | I/We hereby tender for the execution for the work specified for BSNL within the same 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 documents for the work.   |  |
| 3.            | I/we agree to keep the tender open for ninety(90) days from the date of submission thereof and not to make any modifications in its terms and conditions.   |  |
| 4.            | A sum of  | ₹ 433.00 is hereby forwarded in the form of Deposit at Demand Draft/CDR/FDR/<br>Bank guarantee of a Nationalised/Scheduled Bank as earnest money. If I 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 said may be at the option of the competent authority on behalf of the BSNL be recovered without prejudice to any other right or liberty 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 terms and conditions contained or referred to therein and to carryout such deviations as may be ordered up to maximum percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2. |  |
| 6.            | I/We agree to furnish to BSNL Deposit at Call receipt/FDR/Bank guarantee of a Nationalised/Scheduled Bank for an amount equal to 3% 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.  |  |

|                      |   |                           |   |
|----------------------|---|---------------------------|---|
| <b>BSNL EW-8</b>     |   | Page no.                  | 9 |
| 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 other person other than to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL. |                           |   |
| Signature of witness |   | (Signature of contractor) |   |

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

Seal of Contractor

Date

Occupation of Witness \_\_\_\_\_

### **A C C E P T A N C E**

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

(Rupees

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

a)

b)

For & on behalf of BSNL

Signature

Dated \_\_\_\_\_

Designation

| BSNL  |                     | Proforma of Schedule |   | Page no.                | 10 |
|---|---------------------|----------------------|---|-------------------------|----|
| <b>PROFORMA OF SCHEDULES</b>  |                     |                      |   |                         |    |
| (Operative Schedules to be supplied separately to each of the intending tenderer) |                     |                      |   |                         |    |
| <b>SCHEDULE "A" Abstract of Cost and Schedule of Work: -</b>                      |                     |                      |   | Included in this tender |    |
| <b>SCHEDULE "B" Schedule of Materials to be issued to the contractor:-</b>        |                     |                      |   |                         |    |
| 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 | Hires charges per day  | Place of issue |
| 1  |                     | NIL  |                |
| 2  |                     |  |                |
| SCHEDULE 'D'   |                     |  |                |
| Extra schedule for specific requirements/document for the work, if any.                                  |                     |  |                |
| I. Model form of Bank Guarantee :- Included in this tender document below.                               |                     |  |                |
| II. Model form of Performance Security Guarantee Bond :- Included in this tender document below.         |                     |  |                |
| III. Additional conditions of contract: - Included in this tender document below.                        |                     |  |                |
| SCHEDULE 'E' Schedule of component of materials, Labour etc for escalation: Clause 10 CC-Not applicable. |                     |  |                |
| SCHEDULE 'F' Reference to General Conditions of contract   |                     |  |                |
| 1.(i) Name of work:  |                     | General ,servicing of 1x40 KVA DEA set at TE Phulbari TE Garo Hills  |                |
| (ii) Estimated cost of work excluding  |                     | Rs. 21,656.00  |                |
| (iii) Earnest money :  |                     | Rs. 433.00   |                |
| (iv) Performance Guarantee :   |                     | 3% of tendered value of work.  |                |
| (v) Security Deposit :   |                     | A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 5% of the Tendered value of the agreement. This Security Deposit shall be released after an observation period of 12 months after the date of completion of work. |                |
| GENERAL RULES and DIRECTIONS :   |                     |  |                |
| Officer inviting tender :  |                     | Executive Engineer ( E)<br>BSNL Electrical Division, Shillong  |                |
| Definitions:   |                     |  |                |
| 2(i) Engineer-in-Charge  |                     | Executive Engineer ( E)<br>BSNL Electrical Division, Shillong  |                |
| 2(ii) Accepting Authority  |                     | BSNL Electrical Division, Shillong   |                |

| BSNL   | Proforma of Schedule | Page no.                           | 11 |
|--|----------------------|------------------------------------|----|
| 2(iii) Percentage on cost of materials and labour to cover all overheads and profits   |                      | 10%                                |    |
| Clause 5   |                      |                                    |    |
| (i) Time allowed for execution of work :   |                      | 15 (Fifteen ) Days                 |    |
| (ii) Authority to give fair and reasonable extension of time for completion of         |                      | SE(E), Guwahati/ Shillong.         |    |
| Clause 10CC:-Clause 10CC to be applicable in contracts;- NOT APPLICABLE                |                      |                                    |    |
| Clause 12  |                      |                                    |    |
| 12.2(iii) Schedule of rates for determining the rates for additional, altered or       |                      | : Not Applicable for this work.    |    |
| 12.2(iii) Plus / minus the % over the rate entered in the schedule of rates.           |                      | : Not Applicable for this work.    |    |
| Clause 25  |                      |                                    |    |
| Competent authority for conciliation :   |                      | SE (E), not in-charge of the work. |    |
| Minimum Qualifications and experience required for Principal Technical Representative. |                      |                                    |    |
| i) For works with estimated cost put to tender more than Rs. 2 lakh but less           |                      | Recognized diploma holder          |    |
| ii) For works with estimated cost put to tender more than Rs. 5 Lakhs for Elect/       |                      | Graduate or recognized diploma     |    |
| Recovery to be effected from the contractor in the event of not fulfilling             |                      | Rs.4,000/- p.m. for Graduate       |    |

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

|   |  |
|---|--|
| 1 | <p><b>EARNEST MONEY :-</b> Firm has option to deposit Earnest Money in the form of CDR / FDR / DD or bank guarantee of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India in department's attached format and manner (Annexure-I). If the firm fails to start or withdraws from agreement, then as per relevant clause of the agreement, EMD @ 2% of the amount of agreement shall be forfeited from EMD available with the agreement or from any money due to the firm by the department under this contract or on any other account. Validity period of earnest money deposit shall be 30 days beyond the tender validity.</p> <p>(i) The EMD of all the unsuccessful tenders shall be released on issue of award letter to the successful tender.</p> <p>(ii) The EMD of the successful tenderer will be returned to the contractor without interest only after submission of performance guaranty of last LOI. The successful tenderer has to extend the validity of EMD as per BSNL requirements.</p> |
| 2 | <p><b>BID PRICES, TAXES AND DUTIES:-</b>The bidder shall give the total composite price inclusive of all Central and State's Levies &amp; Taxes but with out GST (Applicable CGST/SGST/IGST) on material, labour etc. except octroi / Entry Taxes. Octroi / Entry Taxes will be paid extra, as per actual, wherever applicable on production of proof of payment / relevant invoices / documents.</p> <p>The price approved by BSNL for procurement will be inclusive of levies and taxes, Packing, Forwarding, Freight and Insurance etc. except Octroi / Entry Taxes.</p>  |

|   |
|---|
| (a) The total composite price shall comprise of unit price and all other components of price need to be individually indicated / quoted against the goods / material / service, it proposes to supply under the contract in the following manner :  |
| (i) The Basic Unit price (Ex-Factory Price) of the goods / services / materials, GST (CGST, SGST, IGST) payable by the supplier shall be quoted separately.   |
| (ii) The liability to pay all taxes, levies etc. shall be of contractor and BSNL will not entertain any claim whatsoever in this respect.   |
| (b) Input Tax credit to BSNL :  |
| (i) The firm shall furnish correct HSN /SAC codes in GST challans/invoices for availing Input Tax credit by BSNL  |
| (ii) Vendors should furnish the correct taxes and cess under GST tariff head in the price Schedule. If the input tax credit for the Duties and Taxes under GST ACT 2017/Rules is found to be not admissible at any stage subsequently owing to wrong furnishing of tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid along with penalty if charged by the concerned authority.   |
| (iii) In case where the input tax credit is not offered by the vendor as per the quotes indicated in the price schedules and subsequently at any stage it is found that input tax credit is admissible as per GST ACT 2017/Rules 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 input tax credit provided such credit is still available for the amount so paid as per GST ACT 2017. |
| (iv) BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the GST authority wherever the tariff head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST ACT.  |
| (v) If the supplier fails to furnish necessary supporting documents for input tax credit the amount pertaining to such duties/taxes will be deducted from the payment due to the firm.  |
| (vi) If the vendor/supplier fails to perform necessary compliances which would in any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the vendor /supplier.  |
| (vii) If the Vendor / supplier does not disclose the correct details on the invoice or on the GSTIN viz GSTIN, Place of supply etc. which restricts BSNL to claim input tax credit , then the amount pertaining to such Duties , Taxes and Cesses will be deducted from the payment due to Vendor/suppliers.  |
| (viii) <i>Invoice should clearly indicate name, address and GSTIN of the supplier, date, name address and GSTIN of the recipient, Place of supply along with name of state, HSN code of Goods or Service Accounting code (SAC), breakup details of composite price i.e. basic unit price (Ex-Factory price) of the goods/services/materials, etc rate of GST such as CGST / SGST/UTGSU or IGST or any other duties and taxes.</i>   |
| (ix) In case of any statutory variation in regard to Input tax credits, within the currency of individual agreement including extension of time period, the same shall be admissible as per actual Input tax credits only, subject to the condition that the reason for such extension of time period is not attributable to the agency.  |
| (xi) Tax indemnity clause : BSNL has the right to recover Input Tax Credit loss suffered by it due to any miss-declaration on invoices by the supplier.   |

| BSNL | IMPORTANT NOTE FOR CONTRACTORS   | Page no. | 13 |
|------|--|----------|----|
| 3    | <b>EVALUATION OF BIDS :-</b> The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of all items included in schedule of work offered inclusive of packing, forwarding, freight and insurance charges but excluding Input tax credit/GST. The Octopi/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, Octopi/ Entry Taxes will be paid extra, as per actual, wherever applicable, on production of proof of payment / relevant invoices / documents. |          |    |
| 4    | <b>INCREASE/DECREASE OF TENDER QUANTITY :-</b> BSNL will have the right to increase / decrease up to 50% of the quantity of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract. In exceptional and unavoidable cases BSNL can increase the quantity of goods and services beyond 50% of the tendered quantity without any change in tendered and accepted unit price and also other terms and conditions as applicable at the time of award of contract.  |          |    |
| 5    | <b>CURTAILMENT OF QUANTITY:-</b><br>BSNL reserves the right to enforce curtailment in the assigned quantum of work for any contractor on the grounds of defaults/delay in regard to execution of the individual work assigned  |          |    |
| 6    | <b>VARIATION IN GST:</b><br>In case of any statutory variation in regard to Input tax credit, within the currency of individual agreement including extension of time period, the same shall be admissible as per actual Input tax credit only, subject to the condition that the  |          |    |

|    |   |
|----|---|
|    | reason for such extension of time period is not attributable to the agency.   |
| 7  | <p>(a) Tendered rates are inclusive of taxes and levies payable .However, pursuant to the Constitution (Forty Sixth amendment) Act 1982,if any further tax or levy is imposed by statute after the date of receipt of tenders and the contractor(s) thereupon necessarily and properly pays taxes or levies the contractor(s) shall be reimbursed the amount so paid provided such payment if any is not in the opinion of S.E (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor(s).</p> <p>(b) The contractor(s) shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and shall furnish such other information's /documents as the Engineer-in-Charge may require.</p> <p>(c) The contractor(s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty Sixth amendments) Act 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.</p>  |
| 8  | <p><b>PAYMENT TERMS:- Payment to the contractors during progress of work is regulated as below:</b></p> <p>a)BSNL will make payment to the supplier/firm only after the invoice is uploaded by supplier/Firm in the GST outward returns it means in GSTR-1 and credit of GST is available (reflected in GSTR-2A) to BSNL.</p> <p>(i) Invoice along with e- way bills or equivalent document.</p> <p>(ii) Delivery challan.Consignee receipt. Proof of payment of octroi/ entry tax etc. if any (will be paid extra)</p> <p>(b) 100% payment shall be made against successful completion of the work as per specification /terms &amp; condition of agreement.</p> <p>(c) In cases where shortages / damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the agreement.</p> <p>(d) No payment will be made for goods rejected at the site on testing. Payment, if made for such items shall be recovered from subsequent bills or other bills.</p> <p>(e) If the supplier fails to furnish necessary supporting documents i.e. GST Invoice/Customs Invoices etc. and 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 supplier.</p> <p>(f) TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be).</p> |
| 9  | <p><b>PROGRAMME FOR EXECUTION:</b> -The firm shall execute the work as per detailed programme as mentioned in table of mile stones in schedule of proforma. Tentative dates for installation, testing, commissioning shall be also submitted.</p>   |
| 10 | <p><b>STORES AND SAFETY:-</b>The contractor from his own sources shall arrange all the stores and materials required for the satisfactory completion of the work at work site. Lockable space for storing the materials may be provided on request from the contractor. However, safe custody of material stored at site will be the responsibility of the contractor.</p>  |
| 11 | <p><b>PACKING, FORWARDING AND STORING AT SITE:</b> Before dispatch to site, the equipment / components / materials shall be properly packed with polythene sheet and wooden planks for protection and avoiding transit damages and damage against storage in open area at transporters premises or at work site.</p>  |

| BSNL | IMPORTANT NOTE FOR CONTRACTORS  | Page no. | 14 |
|------|---|----------|----|
| 12   | <p><b>COORDINATION AT SITE:</b> At the site of work more than one agency may be working. Full co-operation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the department engaged in creation as well to normal routine work.</p>  |          |    |
| 13   | <p><b>GUARANTEE AND DEFECT LIABILITY:</b></p> <p>(i) The guarantee shall be valid for <b>06 (Six) months</b> after successful commissioning of the equipment or 15 months from the date of supply whichever is earlier. The contractor shall guarantee that all equipments shall be free from any defect due to the defective material and / or bad workmanship and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values. The security deposit will be released only after the guarantee period.</p> <p>(ii) Any part of equipment found defective during this period shall be replaced free of cost by the contractor. The service of the contractor's personnel, if required during this period shall be made available free of cost to the BSNL.</p> <p>(iii)The contractor shall depute his representative within 24 hours of notification of the defect by the BSNL</p> <p>(iv) A joint report shall be prepared by the representative of BSNL and the firm regarding nature of defects and remedial action required. Time schedule for such action shall also be finalized.</p> <p>(V) In case the contractor fails to depute his representative within 36 hours of notification of the defect or fails to cause remedial measure within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the contractor's risk and expenses and without prejudice to any other right.</p> |          |    |
| 14   | <p><b>NOT COVERED UNDER GURANTEE:-</b></p>  |          |    |

|    |   |              |  |
|----|---|--------------|--|
|    | 1. Consequential losses and damages, Parts subject to normal wear and tear such as electrical contacts.   |              |  |
|    | 2. Failure of parts due to corrosive atmosphere.  |              |  |
| 15 | <b>DATE OF COMPLETION:</b> - Date of Successful Installation, completion of Testing and commissioning shall be taken as completion date of the work.  |              |  |
| 16 | The list of approved make of various items is as per -  | ANNEXURE – V |  |
| 17 | The contractor shall ensure fulfilment/compliance of the provisions of EPF & Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 in respect of labourers / employees engaged by them for performing the works of BSNL.   |              |  |
| 18 | The Contractor shall not be permitted to tender for works in telecom circle of BSNL in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee in that Circle. Any breach of this condition by any contractor would be sufficient to debar from enlistment.  |              |  |
|    | Note:- The near relatives for this purpose are defined as (a) Members of a Hindu Undivided Family, (b) they are husband and wife, (c) the one is related to the other in the manner as father, mother, son(s) wife (daughter-in-law), daughter(s) and, daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).   |              |  |
|    | The certificate (As per Annexure-VIII) shall be given by the proprietor in respect of proprietorship firm, by all the partners in respect of partnership firm and in respect of a limited company by all directors of the company. Govt. of India/Financial Institutions nominees and independent non-official part time Directors appointed by Govt. of India or the Governor of the State and full time Directors of PSUs both State and Central are excluded from the purview of the above provisions. |              |  |
| 19 | The competent authority on behalf of the BSNL does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.  |              |  |
| 20 | The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.  |              |  |
| 21 | No exemption certificate for payment of EMD is acceptable.  |              |  |
| 22 | <b>TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:</b>  |              |  |
|    | Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.  |              |  |
| 23 | <b>INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION/CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC:</b>  |              |  |
|    | If the CBI/Independent External Monitor (IEM)/Income tax/GST Departments recommends such a course-Action will be taken as per the directions of CBI or concerned department:-   |              |  |

|  |   |  |                         |          |    |
|--|---|--|-------------------------|----------|----|
| BSNL   |   |  | <b>SCHEDULE OF WORK</b> | Page no. | 15 |
| Name of Work   | General ,servicing of 1x40 KVA DEA set at TE Phulbari TE Garo Hills |  |                         |          |    |
| SCHEDULE OF WORK FOR PRICE BID Refer Page No.  |   |  | 15                      | and      | 23 |
| Cover-2 (PRICE BID ) to be submit in Sealed Envelope alongwith cover-1(Tender Document)  |   |  |                         |          |    |
| download Price Bid Anexure Please Visit <a href="http://www.assam.bsnl.co.in">www.assam.bsnl.co.in</a>   |   |  |                         |          |    |
| <b>NOTE</b>  |   |  |                         |          |    |
| (i) The prices shall be quoted after taking into account the entire credit on inputs under GST act introduced with effect from 01-07-2017.   |   |  |                         |          |    |
| (ii) The firm shall be responsible to see that input tax credit shown in the above columns are correct & Input tax credit for the amount shown above are admissible as per GST ACT 2017.   |   |  |                         |          |    |
| (iii) 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.   |   |  |                         |          |    |
| (iv) The rates quoted shall be inclusive of all taxes and duties.  |   |  |                         |          |    |
| The evaluation and comparison of responsive bids shall be done on the basis of net cost to BSNL on the prices entered inclusive of packing, forwarding, freight and insurance charges but excluding input tax credit/GST as indicated in the price schedule. Octopi/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, Octopi will be paid extra, as per actual wherever applicable on production of proof of |   |  |                         |          |    |

payment/relevant invoices/documents.

(vi) 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.

(vii) If any levy / duty is not payable or documentary proof is not produced, the amount for the same shall be deducted.

(viii) The firm should quote for each item separately. They should not club the items while quoting.

(ix) 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.

**Signature of Contractor**

**Option for deposit of Earnest Money**

**(In the form of Bank Guarantee for Air - Conditioning, Engine Alternator Sets, Lifts and Sub - Station works)**

|     |  |
|-----|--|
| 1 . | In modifications of the existing procedure of Deposit of Earnest Money with each tender in the shape of Cash / Demand Draft / Pay Order, it has been decided by the Telecom Commission to provide for an option to the contractor(s) for depositing Bank Guarantee along with the tenders for Air- conditioning, Diesel Engine Alternator, Lifts and Sub - Station works wherever the amount of EMD is more than Rs. 20,000. |
| 2 . | The Bank Guarantee shall be from a scheduled bank or from a Nationalized Bank / State Bank guaranteed by Reserve Bank of India.  |
| 3 . | The Bank Guarantee shall remain in force for 30 days after the period for which the tenders are valid.   |
| 4 . | The value of Bank Guarantee to be deposited along with each tender shall be at the rates of Earnest Money prescribed by the Government from time to time. The Bank Guarantee Bond for EMD Deposit shall be as per the Model form at Annexure-1.  |
| 5 . | The Bank Guarantee Deposit by the contractors shall be entered in a register to be maintained by the Divisional Officer / Accounts Officer of the concerned Electrical Division and the register shall be reviewed periodically and appropriate action to be taken for extending / enchasing or release of these Bank Guarantee.Encl:-Annexure--I.   |

BSNL

ANNEXURE - I

Page no.

16

**MODEL FORM OF BANK GUARANTEE**

BANK GUARANTEE BOND FOR EMD FOR AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB STATION WORKS WHEREVER THE AMOUNT OF EMD IS MORE THAN Rs. 20,000/-.

Whereas \_\_\_\_\_ (hereinafter called "The Contractor(s)") has submitted its Tender dated \_\_\_\_\_ for \_\_\_\_\_ (Name of work) \_\_\_\_\_ KNOW ALL MEN by these Presents that WE \_\_\_\_\_ OF \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "The Bank") are bound

**upto "Accounts officer (cash), O/O the GMTD ,** \_\_\_\_\_ (hereinafter called "The Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form :

Or

2. If the Contractor(s) having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity.

(a) Fails or refuses to execute the Contract.

(b) Fails or refuses to furnish Security Deposit in accordance with the conditions of Tender document.

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



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 Tender Document up to and including Thirty (30) days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Witness  
Name of Witness  
Address of Witness

ANNEXURE – II  
**COMPLIANCE STATEMENT**

We \_\_\_\_\_ (name of the firm) state to comply in full manner with all the General, commercial, Technical, operating financial conditions of the Tender Document for the work “

**0**

” without any reservation and deviation.

For and on behalf of (Name the company)

Signature of the authorized signatory of the bidder company.

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 fulfilment 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

-----

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

(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

Signed in Capacity  
Name & Signature of witness

Full address of Branch

Tel No. of Branch

Address of witness

Signed in Capacity

Name & Signature of witness

Full address of Branch  
Tel No. of Branch

| BSNL EW-8   | ANNEXURE – V                                  | Page no.  | 19 |
|---|---|---|----|
| <b>LIST OF APPROVED MAKES OF BSNL ELECTRICAL WING</b> |   |   |    |
| S. No.  | Item  | Makes   |    |
| 1   | Engine  | Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)   |    |
| 2   | Alternator (Brushless)                        | Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd  |    |
| 3   | Battery (Lead Acid / Mntc. Free)              | Amara Raja /AMCO /Farukawa /Hitachi / Exide/ Prestolite /Standard /manufacture approved make in case battery is of same make as that of Engine and supplied by the Manufacturer only (Kirloskar, Cummins pulse etc) |    |
| 4   | HV Switchgear (Vacuum Circuit Breaker / SF6 ) | Biecco Lawrie/Crompton /Kirloskar /MEI /Jyoti Ltd   |    |
| 5   | Transformer (Oil filled / Dry type)           |   |    |
|   | a) Above 400 KVA                              | ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar / Siemens   |    |
|   | b) Up to 400 KVA                              | In addition to above makes,Uttam/Automatic Electric Gear(AEG)/Patson/Rajasthan Transformer and Switchgear   |    |
| 6   | Air Circuit Breaker                           | L&T/ Schneider Electric / Siemens   |    |
| 7   | MCCB(ics=Icu)                                 | L&T/ Schneider Electric / Siemens   |    |
| 8   | SDF units                                     | L&T/ Schneider Electric / Siemens/ HPL/Havells  |    |
| 9   | Power Contactors                              | L&T/ Schneider Electric/Siemens/Lakshmi(LECS)   |    |
| 10  | Change Over Switch                            | HPL / Havells / H-H Elcon   |    |
| 11  | Intelligent APFC                              | L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB   |    |
| 12  | Bus Bar Trunking/ Sandwiched Bus Duct         | Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta   |    |
| 13  | Power Capacitors                              | (MPP/APP) -L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati   |    |
| 14  | Digital/ KWHr meter                           | Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal/HPL/L&T/ABB  |    |
| 15  | Cold shrink HT/LT Cable Joint                 | Denson / 3M(M-Seal )/ Raychem   |    |
| 16  | Rubber Matting                                | ISI mark  |    |

|    |   |  |
|----|---|--|
| 17 | MCB/ Isolator/ ELCB/<br>RCCB/Distribution Board | Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL |
| 18 | MS/ PVC Conduit                                 | ISI mark   |
| 19 | Cable Tray                                      | MEM/Bharti/Ratan/Slotco/Profab   |
| 20 | HT/LT Cables                                    | ISI mark   |
| 21 | PVC insulated copper conductor wire             | ISI mark   |
| 22 | Centrifugal Pump                                | Amrut / BE / Beacon / Battiboi / Crompton / Jyoti / Kirloskar / KSB / Mather & platt / WASP/Grundfos   |
| 23 | Submersible Pump                                | Crompton/Amrut / BE / Calama / Kirloskar / KSB   |
| 24 | Motors  | ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/ Jyoti Ltd            |
| 25 | Fresh Air Fans                                  | GE / Khaitan/Almonard/Crompton   |
| 26 | Starter   | ABB / BCH / Schneider Electric / L&T / Siemens /   |
| 27 | Single Phase Preventer                          | L&T / Minilec / Siemens / Zerotrip   |
| 28 | GI/MS Pipe                                      | ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith                              |
| 29 | Foot Valve                                      | ISI mark   |
| 30 | Gate Valve                                      | Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul       |
| 31 | Compressors                                     | Matsushita/Hitachi/Toshiba/GMCC/Carrier/ Emerson /LG/ Tecumseh/Danfoss                                 |

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|--|-----------------------------------|--|----------|----|
| 32   | Resin Bonded Glass wool           | Fibre Glass / Pilkington / UP Twiga  |          |    |
| 33   | Expanded Polystyrene              | BASF(India) Ltd.   |          |    |
| 34   | Gauge                             | Feibig / H.Guru / Pricol   |          |    |
| 35   | Controls                          | FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland   |          |    |
| 36   | Fine Filters                      | Anfiltra Effluent /ARW/Athlete/ Airtake/ Dyna /Kirsloskar/Puromatic/Purafill/ Purolator /Tenacity                    |          |    |
| 37   | GI Sheet                          | HSU Jindal / National / Nippon Denro / Sail / Tata   |          |    |
| 38   | Heat Detector                     | Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/ Honeywell Essar/Notifier              |          |    |
| 39   | Ionization Detector               | Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor / Wormald                                    |          |    |
| 40   | Photo Electric Smoke Detector     | Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald / System Sensors                                    |          |    |
| 41   | Fire Panel (Microprocessor based) | Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel Elect./Honeywell Essar/Notifier/Navin Systems |          |    |
| 42   | Sprinkler/ Hose Reel & Hose Pipe  | ISI mark   |          |    |
| 43   | Fire Extinguisher                 | ISI mark   |          |    |
| 44   | Lift                              | OTIS, Kone, Mitsubishi ,Schindler, Johnson, Thyssenkrupp Elevator(India)   |          |    |
| NOTE:-1. Any other make approved by BSNL EW, corporate office till the last date of sale of tender is also |                                   |  |          |    |
| 2. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of       |                                   |  |          |    |

Declaration by contractor

1. I / We do hereby undertake to have gone through the terms & conditions / clauses of all the tender documents including Form EW-6, EW-8 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.
2. I/we hereby declare that no addition /deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website.

In case of failure to comply as above, our offer will stand withdrawn and the decision of tender opening officer in this regard shall be final & binding on me.

Signature of contractor/authorized representative  
With seal of the firm

ANNEXURE - VII**UNDERTAKING TO ABIDE BY EW-6 & EW-8**

"I \_\_\_\_\_ Son of \_\_\_\_\_  
\_\_\_\_\_ Resident of \_\_\_\_\_ hereby give an undertaking that,  
I have read and I am aware of all the clauses and sub clauses of BSNL EW-6 & EW-8 forms and I confirm that,  
I will abide by all the terms and conditions available in original standard BSNL EW-6 & EW-8 forms.

(Seal of the firm)

(Dated Signature of Contractor)

**ANNEXURE-VIII**

**Non Relative Certificate**

(The format of the certificate as per clause 12.3 of EW-6)

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)

**UNDERTAKING REGARDING EPF PROVISIONS**

"I \_\_\_\_\_ Son of \_\_\_\_\_

\_\_\_\_\_ Resident of \_\_\_\_\_ hereby give an undertaking that,

\* I/We have employed only \_\_\_\_\_ persons in our establishment and hence the EPF and Miscellaneous provision Act, 1952  
is not applicable to my /our establishment.

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

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.

\*\* Attach a self-attested photo copy of the above said EPF registration certificate.

(Seal of the firm)

(Dated Signature of Contractor)

**ANNEXURE-X**

**UNDERTAKING REGARDING ESI PROVISIONS**

"I \_\_\_\_\_ Son of \_\_\_\_\_

\_\_\_\_\_ Resident of \_\_\_\_\_ hereby give an undertaking that,

\* I/We have employed only \_\_\_\_\_ persons in our establishment and hence the ESI and Miscellaneous provisions Act'1948 is not applicable to my / our establishment.

\* I/We have registered under ESI Act'1948 and \*\* allotted Registration Number is \_\_\_\_\_ We undertake to keep it valid during the currency of contract.

In case it is found that the information given by me / us is (are) incorrect/False, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to us / me.

\* Strike out whichever is not applicable.

\*\* Attach a self-attested photocopy of the above said ESI Registration Certificate OR self-attested photocopy of the latest ESI contribution slip along with above undertaking on a printed letter head.

(Seal of the firm)

(Dated Signature of Contractor)

**Name of work: General ,servicing of 1x40 KVA DEA set at TE Phulbari TE Garo Hills**

| Sl. No | Details of work   | Qty | Rate ( Ex. GST )    | Unit        | Total Amount ( Ex. GST) |
|--------|---|-----|---------------------|-------------|-------------------------|
| 1      | Repairing & thorough/servicing of air cooled multi cylinder of 40 KVA DG set of make DEA set by , Mahindra & Mahindra Make opening of cylinder heads ,piston ring ,connecting rod ,drainging out the used lubrication oil from oil sump, flushing the sump, checking and cleaning engine thoroughly, removing of unserviceable spares like filter elements, worn out out gasket, o-ring etc as per site requirement, adjustment of output voltage/frequency of alternator, checking of DC excitation circuit, rotating rectifier assembly, tightening of all the electrical contact points etc complete as reqd. (Excluding the cost of spares) | 1   |                     | <b>job</b>  | <b>Rs</b>               |
| 2      | Replacement of the following worn-out spares by new one.  |     |                     |             | <b>Rs</b>               |
| i      | Mobil Filter  | 1   |                     | <b>set</b>  |                         |
| ii     | Diesel Filter   | 1   |                     | <b>set</b>  | <b>Rs</b>               |
| ii     | Mobil 20 W 40   | 20  |                     | <b>ltrs</b> | <b>Rs</b>               |
| iv     | Fuel pipe   | 1   |                     | <b>set</b>  | <b>Rs</b>               |
| v      | Gasket set  | 1   |                     | <b>no</b>   | <b>Rs</b>               |
|        |   |     | Total Ex. GST       |             | Rs                      |
|        |   |     | Add CGST @          |             | Rs                      |
|        |   |     | Add SGST @          |             | Rs                      |
|        |   |     | Total Including GST |             | Rs                      |

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