

Additional Terms & Conditions (ATC) for GeM Bid Document

EE (E)'s NIT No -04/TED-II/Kol/25-26 dated 05.04.2025

The Executive Engineer (Elect.), BSNL Electrical Division-II, WBTC, Kolkata invites on behalf of Bharat Sanchar Nigam Limited online item rate e-tenders for the following work from the eligible contractors satisfying the following conditions: -

<u>Name of work</u>	<u>Estimated cost (Rs.)</u>	<u>Earnest Money Deposit "EMD" (Rs.)</u>	<u>Time for completion of Work</u>
Supplying and Fixing Fire Extinguishers at different location of CTO & TCO Bldg, Kolkata.	₹5,45,009.00	10900.00	30(Thirty) days

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

1.2 For online bid submission etc. bidders have to mandatorily register (if not already registered) on GeM portal <https://gem.gov.in> and follow all steps as per functionality of GEM Portal.

In case of any discrepancies between the clauses in this ATC and those appearing elsewhere in the bid document, the clauses of this ATC shall prevail.

2) Eligibility Criteria: - The Contractors satisfying the following shall be eligible to bid.

(a) **Financial norms:** The average annual turnover during last three years, ending 31st March of previous financial year, should be at least 30% of the estimated cost i.e. Rs **1,63,503.00**

AND

(b) **Physical norms:** Firms satisfying the following conditions:

(ii) 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 the month previous to the one in which this GeM Bid is invited should be either of the following :-**

☐ Three similar successfully completed works **each** costing not less than the amount equal to 40% of the estimated cost put to GeM Bid

OR

☐ Two similar successfully completed works **each** costing not less than the amount equal to 60% of the estimated cost put to GeM Bid.

OR

☐ One similar successfully completed work costing not less than the amount equal to 80% of the estimated cost put to GeM Bid.

And

The bidder shall have to submit authorization certificate of OEM of fire detection panel or major component prescribed in NIT

Note-[1] Similar work means the completed work consisting of SITC/Repairing Automatic Fire Detection/Alarm/Suppression/ Fighting

[2] The work completion certificate issuing authority in respect of above shall not be below the rank of Executive Engineer /AGM and the actual value of work done & actual date of completion should be clearly mentioned in work completion certificate. The Purchase order /Acceptance letter/Contract copy/ Consignee Receipt and acceptance certificate** issued by Buyers for the work experience shall not be considered as work completion certificate.**

3) Bidder(s) which have been black-listed by BSNL/DOT/Govt. Departments/PSU/State Govt. /GST Authorities at the time of bidding are NOT eligible to participate in this tender. **Self declaration in this regard has to be submitted by the bidder**

4) (a) *In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate (Udyam Registration certificate/NSIC/DIC etc with tendered item listed in the Registration Certificate) for claiming exemption of Tender Fee/ EMD is to be submitted.*

Please refer to Category of Bidders who shall be exempted from Tender fee/EMD deposit, if fulfilling condition as given below at Annexure-II [CONCESSIONS TO MSE UNITS] And Para-15, in this Bid document.

(b) In the case of MSE (Micro and small enterprises) units the bidder should declare the UAM (Udyam Adhar Memorandum) / URN (Udyam Registration Number) number on GeM portal. The bidders who also fail to submit UAM/ URN number shall not be able to avail the benefits available to MSEs as contained in public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM/URN number on GeM portal is to be uploaded online. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder and to be uploaded in the GeM-portal.

5) Earnest Money (EMD) -The bidder shall furnish the bid EMD, An amount of INR shown in the GeM Bid document as EMD , in one of the following ways: -

(a) Banker's Cheque / Demand draft/ Bank Guarantee of a scheduled bank **or Nationalized Bank/ State Bank guaranteed by Reserve Bank of India** issued in favour of "**The Account Officer, (Cash) BSNL, O/o the GMT CAL SSA,**" and payable at Kolkata. The Bank Guarantee should be valid for 45 days beyond the bid validity.

OR

(b) The bidder may also furnish the bid EMD through RTGS/NEFT in BSNL A/c whose details are as mentioned here, [under intimation to this office]. The EMD shall be deposited online in the Account of **ACCOUNTS OFFICER CASH BSNL, O/o the GMT CAL SSA** Account No.: **436901010036874**, Bank: Union Bank Of India, IFSC Code: **UBIN0543691**, MICR CODE : **700026019**.

(c) Scanned copy of the same shall be uploaded by Seller in the online bid and Originals of bank instruments such as DD or EMBG towards EMD [Bid Security] (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5 days of bid submission end date in the office of Buyer / Engineer In-charge failing which the bid shall be rejected.

(d) The EMD should be valid for 135 Days [45 days beyond the bid validity (90 Days)].

6) The intending bidder eligible to submit the bid has to scan and upload the following documents.

(A) Mandatory Documents--

a) Demand Draft/BG of any Nationalized / scheduled bank or payment made

Through RTGS/NEFT Transaction Receipt in BSNL A/c towards EMD.

b) Documentary proof of satisfying eligibility conditions.

c) EMD Exemption certificate [If Applicable] under Para-15 below.

(B) Additional Documents--

a) PAN Card issued by Income Tax Department.

b) Valid GST Registration certificate

c) Valid EPF and ESI registration.[If not applicable ,the bidder will have to submit the Self- declaration in this regard]

d) Declaration that none of his/her relative is employed in BSNL Units, (Format given in Annexure-I A).

e) Undertaking-regarding EPF/ESI provisions (Format given in Annexure-I A). .[This undertaking is not required if EPF,ESI registration are not applicable to bidder however the bidder will have to submit the Self- declaration in this regard]

f) GeM Tender submission Undertaking- have to be submitted by Bidder (Format given in Annexure- I B).

g) Self- Declaration about GST % considered [ITEMWISE] by the Seller for this Bid since price quoting in GeM is Inclusive of Tax.

h) Self- Declaration regarding Bidder has not been black-listed by BSNL/DOT/Govt. departments/PSU/State Govt. /GST Authorities at the time of bidding

i) Technical –Catalogue of Co2 Fire Extinguisher for which the bidder has offered his prices in this Bid.

All above documents shall be self attested by the bidder. The Executive Engineer (Elect.), BSNL Electrical Division-II, Kolkata can ask the agency for producing the original documents/Clarification, if required, before opening financial bids.

Important Note: Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents on Gem Portal, as sought in the Para no. 6 above of this Bid document, information sought in Bid document and Corrigendum if any, on or before the time given for responding to the clarifications sought by the buyer.

(7) The Bid documents 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 and other necessary documents, can be seen and downloaded from website www.wb.bsnl.co.in free of cost.

8.1 Incomplete, ambiguous, Conditional bid, are liable to be rejected.

8.2 "The EE (Elect), BSNL Electrical Division-II, Kolkata " reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

8.3 The queries in respect of the GeM tender document, if any, can be submitted through Email, within two days prior to the date of opening of tender.

C. Any query received after this date will not be entertained.

Gem Helpdesk	
Telephone	1800-419-3436 & 1800-102-3436
E-mail ID	helpdesk-gem@gov.in
BSNL Contact-1	

BSNL's Contact Person	Shri Amit Ranjan Shrivastava, Executive Engineer (E), BSNL, Electrical Division-II, 33 B.B.D Bag (south), Kolkata-700001, West Bengal.
Telephone	Mobile - 9415310600
E-mail ID	bsnledkolkata@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Shri Amitava Dutta ,SDE(EP), O/o Executive Engineer (E), BSNL Electrical Division -II, 33B.B.D Bag (south), Kolkata-700001, West Bengal
Telephone	Mobile No. - 9432000994
E-mail ID	bsnledkolkata@gmail.com

Place of opening of Tender bids:

BSNL has adopted GeM tendering process; any authorized representatives of bidders (Maximum Two) can attend at the O/o the Executive Engineer (E), BSNL Electrical Division-II, 33B.B.D Bag (south), Kolkata-700001, West Bengal, where BSNL's Tender Opening Officers would be conducting GeM Online Tender Opening Event (TOE). (Authorization Document to be provided at the time of Tender Opening Event (TOE))

8.4 GeM Bid Tender should not contain any condition including conditional rebate. Such tender shall be rejected forthwith. However, tenders with unconditional rebate will be considered.

- 9). Performance Security: All Bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5 % of the contract value in the form of Bank guarantee (of a nationalized/Scheduled bank in a standard format) within 15 DAYS from the date of issue of award letter to them. This period can be further extended by the Engineer In charge up to a maximum period of two weeks on written request of the**

contractor. Performance Bank Guarantee (PBG) shall be valid for 3 months beyond the date of completion of all contractual obligations including warranty obligations, will be obtained from the successful bidder.

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 10% (i/c 5% PBG) of the Tendered value of the individual agreement for supply & Fixing.

NOTE: The security deposit deducted during running bills (except 5% Performance Bank Guarantee (PBG) shall be refunded after satisfactory completion of warranty period (i. e. 15 months from the date of supply or 12 months from the date of installation of air conditioner, whichever is earlier.) But, the bidder shall support warranty for Compressor of 10 years (108 months additional warranty period).

10). Payment Terms

(a) Payment terms for 100 % against Supply and fixing of Fire extinguisher.

Note: - i) Agency has to submit an invoice to concerned Executive Engineer (E), who had entered into the agreement.

ii) For supply: - All consignees will check the invoice submitted by the contractor within 7 days from the date of receipt of invoice from the contractor & submit to concerned Executive Engineer (E) along with all documents required for passing of bills.

11) In case of major accident / loss on account of negligence on part of contractor, the contract shall be terminated and SD deposited shall stand forfeited.

12) Termination of Contract on Death of Contractor:

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.

13) Indulging of Contractor in Criminal / Antisocial Activities and Cases under Investigation/ Charge sheeted by CBI or any other Government Agencies:

If the CBI / Independent External Monitor (IEM) / Income tax / GST/ Central Excise / Custom Departments recommend such a course – Action will be taken as per the directions of CBI or concerned department.

14) SCHEDULE OF REQUIREMENTS (SOR) –Tentative List of Sites

Note: Fire Extinguishers dispatched by courier will not be accepted. Vendor has to depute his representative to oversee receipt of materials at locations mentioned below and handing over to consignee after successful ITC of the same.

S.no	BSNL Exchange/ BTS Name	CO2 Fire extinguishers	Name & contact number of site in charge(Site consignee)
1	CTO Bldg., Kolkata 8 Red Cross Place Kolkata-700001	61	Shri Soubhik Bhattacharya SDE[E] ESD-V, Kolkata 9432000252

Name - Shri AMITAVA DUTTA

Designation – SDE(EP), ED-II WBTC

Mobile No. - 9432000994

Email id-bsnledkolkata@gmail.com

Consignee office address. - O/o the Executive Engineer (Electrical), BSNL ED-II, 33B.B.D Bag (south), Kolkata-700001, West Bengal

Engineer In Charge Details-

Name	Shri Amit Ranjan Srivastava
Designation	Executive Engineer(E)
Email id	bsnledkolkata@gmail.com
Mobile No (Service)	9415310600
Complete Office Address	Executive Engineer (Electrical), BSNL ED-B.D Bag (south), Kolkata-700001, West
Fixed Line Telephone	033-23211564
Pin code	700001

Note: The Seller shall confirm the billing details and the GST number before invoicing for the item.

15). Following categories of Sellers shall however, be exempted from furnishing Tender Cost/ EMD:

Note:-The Registered MSE units shall be given exemption from payment of Bid Security deposit provided the following mentioned NIC codes are listed in the Udyam Registration Certificate of MSE:

28193- Manufacture of fire extinguishers and other equipment for projecting, dispersing or spraying liquids or powders whether or not hand-operated, including sand blasting machines, stream cleaning machines etc.

(or)

43214- Installation of fire alarm system and burglar alarm system.

- i) Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration and through uploaded supporting documents.
- ii). Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- iii). KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv). Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- v). Sellers/ Service Provider having annual turnover of Rs 500 Crore or more.
- vi). Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- vii). Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- viii). Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- ix). Central / State PSUs.
- x). Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding.
- xi) In the case of MSE (Micro and small enterprises) units the bidder should declare UAM Udyam Aadhar Memorandum) / URN (Udyam Registration Number) number on GeM portal. The bidders who also fail to submit UAM/ URN number shall not be able to avail the benefits available to MSEs as contained in Public procurement policy for MSEs Order, 2012 issued by MSME. The undertaking regarding submission of UAM/URN number on GeM portal is to be uploaded online.

Note - If UAM number is not updated by bidder on GeM Portal, then the e-tender system will not treat the bidder as MSE bidder and this may affect its participation in e-reverse auction)

- (xii) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.

16). EMD submitted by the bidder shall be forfeited, if the bidder:

- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid (90 days); or
- ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- i. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.

17) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of the successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

18) (i) The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In the case of a 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 persons is not permitted to tender for the work in BSNL unit in which his near relative(s) is (are) posted. The unit is defined as SSA/ circle/ Chief Engineer/ Chief Archt. / corporate office for non-executive employees and all SSA in a Circle including Circle office / Chief Engineer / Chief Architect / Corporate Office for Executive Employees (including those called as Gazetted officers 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 the firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

19) CONTRACT: Contract shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.

Following documents shall be construed to be part of the contract generated through GeM:

i. Scope of supply including price as enumerated in the Contract Document.

ii. General Terms and Conditions (GTC).

iii. Product / Service specific Special Terms and Conditions (STC).

iv. Product / Track / Domain Specific STC of Particular Service Including its SLA (Service Level Agreement)

v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

19) bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

20) DETAILS OF THE PRODUCT: The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered in this GeM tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

21) According to letter No. BSNLCO-MMT/12(13)/1/2020-MMT dated 15.09.2021 in respect to Public Procurement [preference to MAKE IN INDIA] order 2017 – notification of Telecom Goods, Services or works, it is included that-

a) The bidder has to comply with the Public procurement [Preference to Make in India] order 2017 and subsequent Amendments / Revision in PPP-MII order 2017.

b) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority specified in Annexe-I of the O.M No. 6/18/2019-PPD dated 23.07.2020 issued by the Department of Expenditure, Ministry of Finance.

(Annexure-I A)

DECLARATIONS BY TENDERER

(No near relative)

(To be signed by all Contractors)

Sub: Participation of near relatives of the BSNL employee in the Tender / Execution of works in BSNL Units.

Ref: Lt. No. 151-08/2002/0 & M / 38 dated: 11-09-2002 from O & M Cell, New Delhi.

- (a) To be signed by Proprietor in case of proprietorship Contractor.
- (b) To be signed by all partners in case of partnership Contractor.
- (c) To be signed by all the directors in case of a company.

M/s _____

S/o _____

R/o _____

hereby certify that none of my relatives(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 absolute right to take any action as deemed fit / without any prior information to me.

Place :

Date :

(Seal of the Contractor)

SIGNATURE OF CONTRACTOR

UNDERTAKING REGARDING EPF & ESI PROVISIONS

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

- 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.
- I/ We have registered as per the ESI regulation 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".

(Seal of the Contractor)

(Dated Signature of Contractor)

(Annexure-I B)

TENDER SUBMISSION UNDERTAKING

Date: _____

To,

Sub: Acceptance of Terms & Conditions of GeM Bid Tender.

GeM Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I/We have downloaded/obtained the GeM tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the GeM tender documents (including all documents like annexure(s), schedule(s), BOQ, ATC, STC & GTC etc.), which form part of the contract agreement and I/We shall abide hereby unconditionally the terms /conditions/clauses/undertakings contained therein.
3. I / We do hereby undertake to have gone through all the terms & conditions / clauses of the GeM tender documents including General Terms & Conations, ATC, STC & agree to abide by the same.
4. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the GeM tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
6. In case any provisions of this GeM tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CONCESSIONS TO MSE UNITS (Annexure-II)

1.1 The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions.

1.2 Supply of Tender Documents

~~The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE.~~

1.3 Exemption from payment of Bid Security deposit / Earnest Money Deposit

The MSE units registered with bodies as detailed in Para 1.1 above shall be given exemption from payment of Bid Security deposit provided the following mentioned NIC codes are listed in the Udyam Registration Certificate of MSE :

28193- Manufacture of fire extinguishers and other equipment for projecting, dispersing or spraying liquids or powders whether or not hand-operated, including sand blasting machines, stream cleaning machines etc.

(or)

43214- Installation of fire alarm system and burglar alarm system.

a) A proof regarding current registration with bodies as detailed in Para 1.1 above for the tendered items will have to be attached along with the bid.

b) The enlistment certificate issued by bodies as detailed in Para 1.1 should be current & valid on the date of opening of bid.

VENDOR INFORMATION FORM.

The required vendor details for processing of bills in the format (Annexure A) under GST regime shall be furnished to the Executive Engineer (E) concerned before execution of agreement.

(GST-Annexure-A)

VENDOR INFORMATION FORM	
Vendor name (Legal Entity Name)	
Constitution of business	
Communication address	
State	

PAN	
Vendor type :	
GST registration Number.	
Existing tax registration number (Please specify)	
Contact Person	
Designation	
Telephone Number	
Fax No.	
Email-ID	

BANK DETAILS

Name of Bank				
Name of Branch				
Swift Code				
Account Number				
Account Name				
Provide the following information for all GST registrations :				
Total no. of GST Registration (pan India)				
For each of the registration, kindly provide the following information				
REGISTRATION FOR STATE-1				
Date of registration		GSTIN/U IN Number		
Registered address				
PIN Code		State name		State code
Composition scheme availed				
Declaration by :	Name :			
	Designa tion:			
	Date :			
Note: In case you have multiple registrations, please insert the details in additional page.				

PERFORMANCE SECURITY GUARANTEE BOND

1. 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 of _____ (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 _____ 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 demur, 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 contractors(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 the 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 _____

(Indicate the name of bank)

Bharat Sanchar Nigam Limited GSTIN DETAILS

	Description	
1	State	WEST BENGAL
2	TAN No.	DELB04661G
3	PAN No.	AABCB5576G
4	Type of Customer	Public Sector Undertaking
5	Name & Address	Bharat Sanchar Nigam Limited, 34 BBD BAG (south), Kolkata - 700001
6	Email Address	bsnledkolkata@gmail.com
7	Contact no.	9415310600
8	GSTIN No.	19AABCB5576G3ZG
9	List of Goods & Services Provided by Vendor	Service provider (Telecom)

Schedule of Work

Name of work: Supplying and Fixing Fire Extinguishers at different location of CTO & TCO Bldg. Kolkata.

Sl. No.	Description of items.	Qty.		Rate (Rs.)	Unit	Amount (Rs.)
1	Supplying & fixing of following capacity CO ₂ type Fire Extinguisher, suitable for 'B' 'C' type fire , ISI marked, conforming to IS: 15683: 2018, made from seamless cylinder confirming to IS:7285 duly approved by Chief Controller of Explosive , Nagpur(Certificate to be furnished), fitted with ISI marked controlled valve confirming to IS : 3224, , high pressure 1 mtr. long discharge hose and horn, carrying handle and wall mounting bracket, complete with initial gas charging, suitable for operating temperature between -30 deg C to +60 deg C of fire rating class 34 B i/c checking, testing, demonstrating and fixing on wall etc. complete as reqd. (Make : ISI approved) a) 4.5 Kgs.	50	Nos		each	
2	Supplying & fixing of following capacity CO ₂ type Fire Extinguisher, suitable for 'B' 'C' type fire , ISI marked, conforming to IS: 15683: 2018, made from seamless cylinder confirming to IS:7285 duly approved by Chief Controller of Explosive , Nagpur(Certificate to be furnished), fitted with ISI marked controlled valve confirming to IS : 3224, , high pressure 1 mtr. long discharge hose and horn, carrying handle and wall mounting bracket, complete with initial gas charging, suitable for operating temperature between -30 deg C to +60 deg C of fire rating class 34 B i/c checking, testing, demonstrating and fixing on wall etc. complete as reqd. (Make : ISI approved) a) 2.0 Kgs.	11	Nos.		each	
3	Supply and installation of Fire buckets of 9 liters capacity (each set of four buckets). Complete with canopy type stand made of MS Channel, MS sheet and angle for 4 Nos of buckets filled with cleaned soft sand. Rate shall be inclusive of red paint as per Fire Codes for buckets and MS Stand.	1	Set		set	

4	Refilling fitting and fixing of portable Co2 type fire extinguishers of capacity 4.5 Kg as per IS 2190-2010 including pressure testing etc. complete as required. A Label should be pasted on the body of the extinguisher showing (i) Date of Expiry / Date of Next Refilling. (Validity of refilling should be 3 years, If not used.)	5	Nos		each	
5	Sign writing/numbering on the existing fire extinguishers with black colour enamel paint or as directed by the engineer-in-charge etc. complete as required.	61	Nos.		each	
				Total		

Executive Engineer (E)
BSNL Electrical Division-II
Kolkata

IMPORTANT NOTES

1. INPUT TAX CREDIT:

In order to avail input Tax credit as per GST law, BSNL is entitled for input tax credit. In order to avail the INPUT TAX CREDIT, the contractor/firm has to furnish an invoice* favouring BSNL indicating the GSTIN No of the firm and BSNL along with SAC code:- Invoice*- indicating the quantum of goods & Service tax. (as per GST Law).

2. QUOTING OF RATES:

The rates quoted shall be inclusive of all levies and taxes, packing, forwarding, freight and insurance as mentioned but exclusive of GST.

1.3 Evaluation of 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 along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc exclusive of GST .

1.4 Duties, taxes & Cesses for which the firm has to furnish GST Challan / Tax Invoices will be indicated separately in the PO / APO.

1.5 Contractor should furnish the correct HSN / SAC classification / Customs tariff Head in the invoice.

If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the contractor will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

- 1.5 In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers/contractor and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers/ contractor will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. 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 provision of GST law.

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

- 1.7 If the contractor fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.

- 1.8 If the contractor fails to perform necessary compliances which would 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 contractor

- 1.9 If the contractor does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

- 1.10 Tax Indemnity clause: BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

1.0 SPECIAL CONDITIONS OF CONTRACT

2.1 Scope of work:

The work shall be carried out as per relevant BIS / CPWD General Specifications.

Wherever any specific technical specifications are mentioned in this document, the same will prevail.

2.2 Store and Materials:

All the stores and materials required for the satisfactory completion of the work shall be arranged at the work site by the contractor from his own sources/open market. It should be clearly understood that no claim whatsoever shall be provided. However safe custody will be the contractor's responsibility.

2.3 TEST CERTIFICATES:

Supplying & fixing of CO2 type Fire Extinguisher, suitable for 'B' 'C' type fire , ISI marked, conforming to IS: 15683: 2018, made from seamless cylinder confirming to IS:7285 duly approved by Chief Controller of Explosive , Nagpur(Certificate to be furnished).

2.4 DATE OF COMPLETION: -

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

- i. Successful completion of Supply and installation of Fire Extinguisher unit as per the BSNL standards in the presence of representative of Engineer-in-Charge.

2.6 Manufacturer's Warranty

- i) The manufacturer shall give a warranty for the soundness of construction and performance of the Fire Extinguisher.

Note: - The Seller shall submit relevant documents for availing warranty as above along with complete address and contact telephone number to the consignee. The seller shall upload all relevant data on OEM's website for availing warranty smoothly.

2.7 Payment Terms

- (a a) Payment terms for 100 % against Supply and fixing of Fire extinguisher.

Note: - The Seller shall submit relevant documents for availing warranty as above along with complete address and contact telephone number to the consignee. The seller shall upload all relevant data on OEM's website for availing warranty smoothly.

i) Agency has to submit an invoice to concerned Executive Engineer (E), who had entered into the agreement.

ii) For supply: - All field JTO[E]/SDE[E] In-charge of BSNL BTS/Exchange sites will check the invoice submitted by the contractor and will check / record **the** necessary measurement for supply items within 07 days from the date of receipt of invoice from the contractor & submit the documents to GeM Consignee. The GeM Consignee will prepare the abstract of bill in next 03 days and he will submit the bill to concerned Executive Engineer (E) along with all documents required for passing of bills.

2.8 Increase/ Decrease of tendered quantity

BSNL will have the right to increase or decrease up to 25% of the contract value depending upon the requirement 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.

2.9 Set off Clause

Only those payments due to the government against a particular contract agreement shall be deducted from bills of the same work, and not deductible from other works.

2.10 Debarment from Participation in future tender:

If bidder fails to support for attending faulty PCB & compressor under additional warranty period after refund of Security deposit as specified in relevant Para above i. e. after completion of warranty period of 15 months from the date of supply or 12 months from the date of installation of air conditioner, whichever is earlier.) Shall be debarred from Participation in future tender:

2.11 TAX INDEMNITY:

BSNL has the right to recover Input Tax credit loss suffered by the concerned Account Officer of BSNL Electrical Division -III KOLKATA due to any mis-declaration on invoice by the supplier.

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

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

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

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

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

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

2.0 Specifications
GENERAL SPECIFICATIONS OF CO2 TYPE FIRE EXTINSHER
Special Terms & Conditions
Scope of installation CO2 TYPE FIRE EXTINSHER
1. Fixing of clamps in walls for installation of fire cylinders and fire buckets
2. Checking all accessories and cylinder pressure before installation