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NIT No: **2nd call 58** 175/NIT/ BSNL ED / SHG/ 2022-2023 Date :- **5.04.2023**

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This N.I.T. contains **104** pages only.

Name of work:

Comprehensive Maintenance of 5KVA and 40KVA

UPS at RMCDC Shillong

Date of Application :

Issued to :

Date of issue :

Cost of tender paper :

**EXECUTIVE ENGINEER(E), BSNL,
ELECTRICAL DIVISION,
SHILLONG**

GENERAL GUIDELINES

1. BSNL EW-6, Form BSNL EW 8, Schedules A to F, special conditions/ specifications and drawings will be issued to intending tenderers only. The Standard Form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender. The standard Forms shall be available in downloadable manner from website <http://www.assam.bsnl.co.in>
2. All blanks are confined to Notice Inviting Tender (BSNL W-6) and Schedules A to F.
3. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in BSNL EW-6, and in Schedules B to F before issue of Tender Papers.
4. The intending tenderers will quote their rates in Schedule A
5. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers for filling and returning the same in the manner prescribed. The Schedules can also be downloaded from website <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. 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.ne1.bsnl.co.in
6. 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 as well as in the Division Office.

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

Electrical Division: **SHILLONG**Sub Division: **SHILLONG**NIT No.: **2nd call 58 175/NIT/ BSNL ED / SHG/ 2022-2023**Certified that this tender schedule Contains
.....pages only.Date :- **5.04.2023****SHORT Notice Inviting Tenders**

(As per Tendering Procedure in BSNL revised upto date)

1. Tenders in the prescribed form are hereby invited on behalf of the BSNL for the work as given below :

| Name of work | Estimated Cost | EMD | Time allowed |
|--|-------------------|-----------------|------------------|
| Comprehensive Maintenance of 5KVA and 40KVA UPS at RMCDC Shillong | 198,720.00 | 3,974.00 | 24 months |

2. (a). Printed forms of tenders consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted, at the Divisional office between the hours of 1100 hrs and 1600

hrs. every day except on Sundays and public Holidays on payment of

Rs. 590.00 i/c GST

(b). The site for the work is available/ or the site for the works shall be made available in parts.

(c). The tender forms can also be downloaded from the website: www.ne1.bsnl.co.in

(d). Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.

3. Tenders which should always be placed in sealed covers with the name of the work written on the envelope will be received by the **EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION, SHILLONG** upto 1500 hours on **12.04.2023** and will be opened by him in his office on the same day at 1530 hours.

4. The time allowed for carrying out the work will be **24 months**5. Issue of tender form will be stopped on **10.04.2023** two days before the date **12.04.2023** for opening of tenders. Tenders will be sold on working days; no tenders will be sold after 1600 hours.

6. a) Earnest Money amounting to Rupees As mentioned above in the form of demand draft/ FDR/ BG/ CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of **ACCOUNTS OFFICER(CASH), O/O THE GMTD, MEGHALAYA SSA, BSNL,** must accompany each tender and each tender should be in two sealed covers, 1st cover containing the EMD in proper form and 2nd cover containing tender, superscribed as " Tender for the work of As mentioned above and addressed to EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION, SHILLONG The Validity period of EMD is 120 days, from the date of opening of tender. In case of e-tendering, each tender should be in two sealed covers, first containing credentials for meeting the Eligibility conditions along with the cost of tenders and EMD in proper form, and second cover containing tender documents. The credentials shall be self attested and certified by any BSNL Executive. If not certified by BSNL Executive then original documents shall be produced at the time of tender opening. After verification of the contents of this envelope then second envelope containing the bid document shall be opened.

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

c) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL.

7. IMPORTANT INSTRUCTIONS TO BIDDERS DOWN LOADING THE TENDER DOCUMENT FROM WEB SITE :

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).

(v) The tenderer shall ensure that the downloaded tender document is properly stitched before submitting the document.

(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.

(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.

(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.

8. (a) Submission of Tender : The tenderer shall submit the tender in two numbers of separate sealed Covers, marked as **Cover - I** containing the receipt for cost of tender paper and EMD in proper form (**in case of issued tender**) & **Cover-II** containing tender documents. Both the Envelopes should be super scribed as "Tender for the work " _____ ." (Name of Work) If Cover-I is not annexed or the documents submitted in the Cover-I are found incomplete or not in proper form against requirements as given above herein, then Cover-II containing price bid will not be opened at all and shall be returned to the tenderer on the spot, if the tenderer is present at the time of tender opening.

8 (b) The **cover-1** in case of **DOWNLOADED TENDER** shall contain:

(i) The Self attested copy of Valid Pan Card.

(ii) The Self attested copy of Valid GST Registration Certificate.

(iii) The Self attested copy of Valid Enlistment certificate issued by BSNL, if applicable.

(iv) The Self attested copy of Valid Electrical License issued by Govt of *Meghalaya/ Assam, whichever is applicable.*

(v) Tender Fee in proper format.

(vi) EMD in the prscribed format.

(vii) The Self attested copy of Valid EPF & ESI Registration certificate, if applicale.

(viii) Certificate of work experience issued by Officer not below the rank of Executive Engineer (E).

(ix) 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).

(x) Turn over certificate issued by Chartered Accountant.

(xi) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.

8 (c) " **If Cover-I IN CASE OF DOWNLOADED TENDER** is not annexed or the documents submitted in the Cover-I are found incomplete or not in proper form against requirements as given above herein, then Cover-II containing price bid will not be opened at all and shall be returned to the tenderer on the spot, if the tenderer is present at the time of tender opening.

9. i) Performance Guarantee: The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee / CDR/FDR/DD (of a nationalized / Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge upto a maximum period of 2 weeks on written request of Contractor. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work.

ii) Security deposit: In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work.

10. The acceptance of a tender will rest with the competent authority, BSNL, who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.

11. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

12. The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

13. i) The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.

ii) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:

a) Members of a Hindu Undivided family.

b) They are husband and wife.

c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother -in-law).

The format of the certificate to be given is—

"ISon of Sh Resident ofhereby 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 taje, 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)

14. 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.

15. 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.

16. 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.

17. 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.

18. The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely.

19. Extension of validity: In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of

Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.

20. Unsealed tenders will be summarily rejected.

21. The contractor should read the tender documents carefully before submitting the tender.

22. 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.

23. The tenderer shall furnish a declaration to this effect (incase downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and is identical to the tender document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm /organization.

24. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard form

25. Eligibility Conditions:

(1) COMPREHENSIVE MAINTENANCE/AMC/REPAIRS OF SPECIALISED SERVICES:

The Contractors satisfying the following conditions:

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

AND

The manufacturer or their authorized service dealer. The letter of authorization in original from the manufacturer will be produced by the dealer.

OR

Experience of having successfully completed similar works in BSNL during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following:

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

OR

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

OR

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

OR

BSNL Electrical Contractors in Electrical Category of respective Class as per their tendering limits

NOTE:

1) The estimated cost of one year shall be considered to evaluate the eligibility criteria.

2) The Contractor shall produce authorization certificate in original from any of major equipment manufacturers for supply of the spare parts, technical support during the currency of the contract.

a) The Tenderer should submit valid GST registration Certificate as per GST Law (SGST/CGST/IGST as applicable), CA certificate for turnover, PAN card, EPF Registration certificate (if applicable) and ESI Registration certificate (if applicable) (all documents shall be self-attested.)

b) Demand draft of cost of tender documents in case download tender/Money receipt in case of purchased from office.

c) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.

d) In case of multiple GST numbers, all the numbers can be provided as Annexure

e) EMD in prescribed form.

f) Experience certificate execution of similar nature of works in BSNL/CPSU/Central Govt Dept. in Last 3years

g) Compliance Statement Annexure - II h) Schedule D Annexure - IV i) Declaration by Contractor

Annexure - B j) Undertaking EW 6 & EW 8 Annexure - C k) Non Relative Certificate Annexure - D

l) Undertaking EPF Annexure - E m) undertaking ESI Annexure - F n) Tender submission format.

o) Self-Attested Documentary proof of satisfying the eligibility conditions as per above shall be submitted.

p) The intending tenderer shall furnish the cost of Tender document in the form of Cash in case of sold tender or DD of a Scheduled Bank or Nationalized Bank/ State Bank guaranteed by Reserve Bank of India in case downloaded tender.

Demand Draft which is non-refundable, for an amounting to **Rs. 590.00 i/c GST** (Inclusive of GST), shall be drawn in favour of the

ACCOUNTS OFFICER(CASH), O/O THE GMTD, MEGHALAYA SSA, BSNL Earnest money amounting to Rupees. 3,974.00

in the form of demand draft/FDR/BG /CDR 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 must accompany each tender.

The Validity period of EMD is 120 days, from the date of opening of tender.

l) The contractor shall submit the Demand Draft for cost of Bid documents in case downloaded tender / money receipt in case purchased tender document from office, EMD in the prescribed form, and Eligibility documents as mentioned above in a sealed envelope i.e. in COVER-1 with mention of Name of work, date & time of the opening of bids in a sealed bid box provided in the office of the

EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION, SHILLONG up to 15:00 Hours 12.04.2023

and shall be opened on same day at 15:30 Hours in presence of AO, SDE [E-P] and contractors presence .

**EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL
DIVISION,**

For and on behalf of BSNL
SHILLONG

Copy to: 1. The SE(E), BSNL Electrical Circle, Shillong
2-4. The Executive Engineer(E), BSNL, Electrical Division, Jorhat/Guwahati/Shillong/Dimapur/Agartala.
5-6. The Sr. AO, BSNL, Electrical Division, Shillong/The Sr.AO(cash), O/o the GMTD, Meghalaya SSA.
7-11. The Sub-Divisional Engineer, BSNL, Electrical Sub-Division, Shillong I/ Shillong II/ Dimapur/ AP/ Imphal
12. Notice Board.

**EXECUTIVE ENGINEER(E), BSNL,
ELECTRICAL DIVISION,**

**Annexure – A
DECLARATION**

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

This is to certify that:

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

Dated.....

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

ANNEXURE - B

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 - C

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- D

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)

(Dated Signature of Contractor)

ANNEXURE- E

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-F

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)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

CIRCLE: NE I TELECOM CIRCLE
BRANCH : EW

DIVISION - SHILLONG
SUB-DIVISION- SHILLONG

(A) **Tender for the work of :-**

Comprehensive Maintenance of 5KVA and 40KVA UPS at RMCDC Shillong

- (i) Issued to (contractor) _____
- (ii) Tender Cost _____ (iii) Receipt No. _____
- (iv) Date of application _____ (v) Date of Issue _____
- (vi) Signature of the Officer issuing the documents _____
- (vii) Designation EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION, SHILLONG

- (B) (i) To be submitted by (time) **15:00** hours on (date) 12.04.2023 to
EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION, SHILLONG
- (ii) To be opened in presence of tenderers who may be present at **15:30** hours on
12.04.2023 in the office of the EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION,
SHILLONG

T E N D E R

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 ` **3,974.00** is hereby forwarded in the form of Deposit **at D.DRAFT/ CDR** /FDR/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 upto 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 5% of the contract value in a standard format within two weeks from the date of issue of award letter. I/We agree to keep the performance bank guarantee valid for one year from the date of actual completion of work.

7. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom 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
(Required in the case of contractor's thumb impression is given by the contractor in place of signature)
(Name & Postal address)

(Signature of contractor)

Seal of Contractor

Occupation of Witness

Date

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 _____ (Rupees _____) only.

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

- a)
- b)

For & on behalf of BSNL
Signature _____
Designation

Dated _____ EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION,
SHILLONG

PROFORMA OF SCHEDULES

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

SCHEDULE "A"

Abstract of Cost and Schedule of Work: Appended at page

21-22

SCHEDULE "B"

Schedule of Materials to be issued to the contractor:

| Sl no | Description of item | Quantity | Rates in figures & words at which the materials will be charged from the contractor | Place of issue |
|-------|---------------------|----------|---|----------------|
| 3 | | | | |

SCHEDULE 'C'

Tools and plants to be hired to the contractor:

| Sl no | Description of item | Hires charges per day | Place of issue |
|-------|---------------------|-----------------------|----------------|
| NIL | | | |

SCHEDULE 'D'

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

I. Specification: -

page 21-32

II. Model form of Bank Guarantee : Appended at

page 12

III. Model form of Performance Security Guarantee Bond : Appended at

page 13

IV. Important Notes for Contractors : Appended at

pages 14 TO 18

SCHEDULE 'E'

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

} Not applicable.

Clause 10CC

SCHEDULE 'F'

Reference to General Conditions of contract

| | | | |
|--|--|----------------------------|-------------------|
| (i) Name of Work : #REF! | Estimated cost `198,720.00 | Amount of EMD `3,974.00 | Time 24 months |
| (ii) Performance Guarantee : | As per Sl. No. 8(i) of the NIT | | |
| (iii) Security Deposit : | As per Sl. No. 8(ii) of the NIT | | |
| GENERAL RULES and DIRECTIONS : | | | |
| Officer inviting tender : | EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL SHILLONG | | |
| Definitions : | | | |
| 2 (iv) Engineer-in-Charge | EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL SHILLONG | | |
| 2(v) Accepting Authority | EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL SHILLONG | | |
| 2(vi) Percentage on cost of materials and labour to cover all overheads and | 10% | | |
| Clause 5 | | | |
| (i) Authority to give fair and reasonable extension of time for completion of work : | (ii) SE (E), BSNL Electrical Circle, Shillong | | |
| Clause 12 | | | |
| 12.2(iii) Schedule of rates for determining the rates for additional, altered or substituted items that cannot be determined under 12.2 (i) and (ii) | Not Applicable for this work. | | |
| 12.2(iii) Plus / minus the % over the rate entered in the schedule of rates. | Not Applicable | | |
| Clause 25 | | | |
| Competent authority for conciliation : | SE (E), not in-charge of the work. | | |

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

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

THE CONDITIONS of the obligation are:

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

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

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

Signature of the Bank Authority
Name

Signed in Capacity
Name & Signature of witness
Full address of Branch
Tel No. of Branch

Address of witness

SCHEDULE "D"
(II) MODEL FORM OF PERFORMANCE SECURITY GUARANTEE BOND

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

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

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

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

4. We (name of the bank) ----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/Department)

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

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

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

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

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

For

SCHEDULE "D"
(III) IMPORTANT NOTES FOR CONTRACTORS

1 EARNEST MONEY:

1.1. VALUE:

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

1.2 Validity Period

The validity period of the Earnest Money Deposit is kept 30 days beyond the tender validity period.

1.3 Extension of Validity

In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderers to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the Validity.

1.4 Release of Earnest Money deposit

Earnest Money deposit of all unsuccessful tenderers should be released on issue of award letter to the successful tenderer. This should be done within one week of issue of award letter.

In case of successful tenderer, the Earnest Money deposit is released on their submitting performance bank guarantee.

Where the BSNL requests the tenderer to extend the validity of the tender beyond the stipulated period given in the tender documents, and the tenderer refuses to extend the validity of his tender, the Earnest Money deposit of such tenderers is returned forthwith.

1.5 Completion of work

At the time of issuing NIT for a particular work, the time allowed for completion of work consistent with magnitude and urgency of work is specified. The time allowed for carrying out the work as entered in the contract is reckoned from the at once after the date on which the orders to commence the work are given to the contractor. To ensure good progress of the work during the execution, the contractor is bound, in all cases, in which the time allowed for any work exceeds one month (except special jobs), to complete 1/8th of the whole of the work before 1/8th of the time allowed under the contract has elapsed, 3/8th of the work before 1/2 of the time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. However, for special jobs, if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer – in – charge, the contractor shall comply with such time schedule.

1.6 Extension of Time

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer – in – charge within 30 days of the hindrance on the account on which he desires such extension as aforesaid, and the Engineer – in – charge shall, if in his opinion reasonable grounds to be shown therefore, authorize such provisional extension of time, if any, as in his opinion be necessary or proper.

1.7 Compensation for delay

If the contractor fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to 0.5% per week of work order value for the first 10 weeks and 0.7 % per week for next 10 weeks and thereafter subject to a maximum of 12% of the work order value for the location where the work is delayed and the firm is found responsible for the same. Flow chart of the procurement process / contract shall be supplied by the contractor and approved by Executive Engineer concerned.

1.8 QUALITY ASSURANCE:

The EI works shall be executed in accordance to the CPWD specifications. The work is considered to be completed only after the successful completion of Testing of the system as per CPWD specifications. For EA set Repairing Works the work is considered to be completed after conducting successful load testing with existing Exchange/ Building Load. For HT line work the work is considered to be completed only after obtaining clearance from Electrical Inspector. Responsibility lies with the contractor to get the clearance for construction of HT line and charging of HT line from the Electrical Inspector of the local Electrical Inspectorate / Electricity Authority / Board.

1.9 Determination of Contract

The Engineer – in – charge may determine the contract in respect of any delay, inferior workmanship as per clause 3 of EW-8 contract conditions.

1. 10 INCREASE/DECREASE OF TENDER QUANTITY :- 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.

1. 11 OPERATION OF RATE CONTRACT

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

(b) Signing of Contract:-

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

1. 12 CURTAILMENT OF QUANTITY:-

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

1. 13 VARIATION IN GST:

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.

1.14 Performance Review

In order to view the performance of the firms and to suggest the suitable corrective measures, performance review committee reviews the performance of Air conditioning and Engine Alternator firms annually at Head Quarter level, whereas the performance review of Substation, Fire Detection & AVR firms is done at CE(E) level. Firms whose performance not found to be satisfactory are blacklisted for a suitable period.

1.15 COMPLETION PERIOD:

The period of completion of work will be within stipulated time of 30 days from the date of issue of work order.

2 PAYMENT TERMS:

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

Payment of specified percentage of the price (As per BSNL EW 8) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- (b) Acknowledged Delivery Challan in original.
- (c) Inspection Certificate of QA(Payable copy in original)
- (d) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- (e) E-way bill as prescribed in the GST law in case of movement of goods
- (f) Proof of payment of GST, if applicable.
- (g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :- 1) 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.

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

3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

2. 1. In Addition to the above conditions the following technical conditions are to be fulfilled before making payment to the contractor

The tests reqd pertaining to the type of equipment / installation to be conducted by the concerned SDE / JTO in presence of the departmental staff / contractor for satisfactory operation of that equipment to the satisfaction of the Department as per the condition given in the agreement.

3 TAX INDEMNITY CLAUSE :

(i) BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

(ii) In case the supplier gets black-listed during the tenure of BSNL contract, it is to be ensured that no loss of Input Tax credit is borne by BSNL due to a default of supplier.

(iii) It is hereby agreed between both the parties that in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/ regulations applicable in India or overseas, Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.

4 BID PRICES:

(i) The bidder shall give the total composite price inclusive of all levies & taxes i.e. Custom Duty Goods & Services Tax on packing, forwarding, freight and insurance and Entry Tax as applicable etc. The offer shall be in Indian Rupees. No Foreign Exchange will be made available by the purchaser. This basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods. The offer shall be in Indian Rupees only.

(i) Documentary proof of GST Registration.

(ii) All the taxes and duties will be as per applicable GST. Since GST qualifies for input tax credit, Agency should separately quote GST components. To avail of applicable input tax credit by BSNL, the firm shall have to submit Tax invoice showing GST components with Service Code while claiming bills.

(iv) GST and any other tax applicable in respect of this contract shall be borne by the bidder himself. The bidder shall quote his rates considering all such taxes. The TDS as per the Govt. regulations will be recovered from the contractor.

v) The Contractor/ Supplier shall quote as per price schedule for all items given in the Schedule of quantities given in the **“Schedule-A”**.

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

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

(viii) **“DISCOUNT” if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.**

(ix) The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance etc.

5 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

(a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST. The bid with lowest net cost as elaborated above will be the L1 bidder.

(b) The evaluation and comparison of responsive tenders shall be done on the basis of net cost to BSNL, considering GST as Input Tax credit.

(c) Vendor should furnish the correct GST Rates in the price schedule. If the input Tax credit is found to be not admissible at any stage subsequently owing to wrong furnishing of GST Rates, then the vendor will be liable to refund such non admissible amount, if already paid, along with penalty if charged by the concerned authority.

(d) 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 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 supplier will be liable to refund the amount equivalent of such Duties, Taxes & 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.

(f) BSNL can adjust/forfeit bank guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

(g) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

(h) If the supplier fails to furnish necessary supporting documents that is GST invoice/custom 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.

(i) Payment against GST credit will be made only when GST compliant invoice is submitted by the supplier.

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

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

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

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

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

7 Rates quoted by the contractor shall be firm and shall be valid for the currency of contract. No cost escalation shall be permitted during the currency of contract.

8 PROGRAMME FOR EXECUTION:

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

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

9 QUALITY ASSURANCE

The EI works shall be executed in accordance to the latest CPWD specification. The work is considered to be completed only after the successful completion of Testing of the system as per CPWD specification pertaining to that particular type of work.

10 STORES AND MATERIALS:

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

11 CO-ORDINATION:

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

12 SPECIAL CONDITIONS:

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

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

(iii) The contractor has to test the system for the insulation and continuity for which nothing extra is payable.

(iv) The contractor has to arrange the following test failing which the Rs. 500.00 (Rupees five hundred only) will be recovered from his final bill.

· For EI Work: - Insulation test, Continuity test, Earthing test and Test Report.

· For AC Repairing Works : Successful cooling testing with existing Exchange/ Building Load.

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

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

13 (i) 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 to terminating the contract without compensation to the contractor.

(ii) INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION/CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC:

If the CBI/Independent External Monitor (IEM)/ Income Tax/ sales Tax/ Central Excise/ Custom Departments recommended such a course-action will be taken as per the directions of CBI or concerned department.

GENERAL CONDITIONS FOR ANNUAL COMPREHENSIVE MAINTENANCE

Scope of Maintenance:

The maintenance of UPSs as included in the schedule of work are to be carried out on comprehensive basis. The firm has to adhere to maintenance schedule attached with this document.

METHODOLOGY

1. After the completion period is over, the agency will hand over the installation in a healthy and free from defects condition.
2. A complaint book as per Annexure-II shall be kept at site by the firm and the firm shall update the same by submission of service reports. Necessary complaints will be registered by Building In-charge/SDE(E)/JTO (E)/Users concerned and entries will be made by him according to the service reports with due verification.
3. At the start of each month, the firm in consultation with SDE (E) concerned shall prepare a programme for preventive maintenance to be carried out during the month as per Annexure-III. The actual maintenance carried out shall be recorded in Annexure-IV at the end of each month OR AMC agency may submit service reports for individual UPS monthly.
4. The firm shall depute only those persons who are trained in UPSs
5. Any minor repairing of damages, wear & tear of car body (interior) shall be in the scope of Agency.
6. Maintenance of Light, Fan, LT Panel etc shall be in the scope of BSNL.
7. Any accident or damage will be the responsibility of agency and the Department will not entertain any claim, compensation, penalty etc. on this account or on account of nonobservance of any other requirement of law relevant to his work.

TOOLS & PLANTS

All tools and plants required for carrying out various tasks relevant to Maintenance have to be arranged by agency at his own cost.

COMMERCIAL

1. Payments shall be made Quarterly/Half Yearly basis. It is mandatory to attach Annexure II, III & IV (containing details of periodical maintenance done every month) with the bill. This certificate has to be signed by the S.D.E. (E) OR AMC agency may submit service reports for individual UPS monthly duly signed by SDE(E).

PENALTY CLAUSE

1. All breakdown calls/ complaints have to be attended by the firm with utmost promptness. The individual UPS shall not be out of service beyond **24hours**. Failure to do so shall attract a pro-rata penalty on the maintenance cost for the No. of days the UPS is not operating.
2. For repeated unsatisfactory performance during the contract period penalty up to 5% of the bill amount shall be imposed. Decision of Executive Engineer [E] shall be final on this account.
3. In case of a major accident/loss on account of negligence on the part of the contractor, the contract shall be terminated and 10% of the tendered cost shall be recovered in addition to other provisions of the contract.
4. Any damage to the installation(s)/building due to the carelessness on the part of firm's staff shall be the responsibility of firm and shall be replaced/rectified without any extra cost.

CURRENCY OF CONTRACT

1. The currency of contract shall be **24 Month period**
2. The Department reserves the right to terminate whole or part of the contract by giving prior notice of one-month duration at any time during the currency of the contract.
3. The Department reserves the right to extend the contract for a maximum period of **12 Months (three months at a time)** at the same rates & conditions without consent of the firm.

MISCELLANEOUS

1. The workers engaged by firm should maintain proper discipline and good behavior with occupants. The firm shall not depute such workers at the site, whose behavior is found improper. Executive Engineer's decision shall be final.
2. The agency will provide the workers with necessary Tools & Plant, Testing and safety equipments.
3. Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
4. Firm shall issue ID card to their workforce whenever they enter premises for bonafide work. Nobody shall be allowed entry without work and nobody will be allowed overnight stay without work. The workers should wear proper uniform with detachable badge indicating name of person & firm.
5. Dismantled materials shall be returned to the BSNL except those items for which the replacement is supplied by the agency.
6. The contractor shall not sublet the work or part thereof.
7. The contractor has to keep all the UPSs, neat and clean to avoid any accident and / or fire hazards.
8. Firm should have round the clock contact telephone number. In case of Emergency, contractor or his authorized supervisor shall be available at site on short notice from Engineer-in-Charge and make all efforts to make the situation normal at the earliest.
9. Firm is responsible to keep workable spares and consumables for due performance of the contract. For critical spare parts, firm shall have arrangement with dealers for prompt supply.
10. Any material used/ replaced by the Firm for the work shall have same specification.
11. The firm will where applicable, maintain the performance characteristics of the Equipment as originally designed and installed.
12. The firm will give priority in its service, repair and manufacturing facilities to restoring the Equipment to normal service.
13. The firm will maintain the current engineering wiring diagram of the original manufacturer for the term of this Agreement and the same will be used by examiners 'or' authorized firm's representatives.
14. The firm will maintain a reasonable supply of genuine spare lending and replacement parts in its Service Depot.
15. All work and services provided for in this agreement are to be performed during normal working hours on normal working days.
16. The BSNL will allow firm employees free and unhindered access to the Equipment, and the landings, lobbies and machine room associated therewith and all areas mentioned therein.
17. The BSNL will report details of unsatisfactory running or irregular performance of the Equipment to the Firm.
18. Firm will assign a representative to BSNL account who will periodically visit the building and will be available for consultation in any matter relating to the maintenance of the UPS. Firm's service representative will be available to discuss with the BSNL in the areas of modernization and proper use and care of the UPS.
19. The agency is responsible for:
 - a] Maintenance of UPSs without fail during the contract period.
 - b] Identifying the fault in advance for operation of UPS without stop.
 - c] Attending the fault within 24 hours of reporting through phone/ fax / letter / telegram etc.
 - d] Supervising and for sending adequate qualified / authorized staff for maintenance work and for ensuring smooth functioning.
20. All materials required for maintenance should be supplied immediately. The agency should maintain logbook for receipt and usage of the material, no material will be supplied by the BSNL on any account. Rates quoted shall be inclusive of the cost of logbook.

21. The complaint register should be maintained as per the instructions of the Engineer-in-charge. Cost of logbook shall be included in the rate quoted.
22. In case any person leaving the organization or agency, the agency has to intimate well in advance for not giving any responsibility to that person.
23. The agency shall be responsible for the character and conduct of the staff employed. If any person found not satisfactory by the BSNL, he/she has to be removed from the site immediately and substitute must be posted.
24. The contract can be terminated by the BSNL without assigning any reason with one month prior notice.
25. The agency's personnel shall in no way disturb the working / functioning of the personnel of the BSNL, inside the premises.
26. If the agency commits breach of terms and conditions of contract, the Engineer-in-charge shall be at liberty to cancel the contract.
27. The agency shall display the details as per Annexure –I prominently
28. In case of disputes the same shall be referred the sole Arbitration of the person appointed by the Chief Engineer [E], Karnataka Telecom Zone, BSNL, Bangalore / Administrative head of Electrical Wing at the time of such appointment. As per the Arbitration conciliation Act. 1996 amended upto date it will be no objection to any such appointment that the arbitrator so appointed is a Government servant or is an employee of the BSNL.

MAINTENANCE SCHEDULE

MONTHLY

1. Complete check up of operation and safe working of UPS including cleaning, replacement of faulty part etc.,
2. Checking for any abnormal noise/vibration and take corrective action.

QUARTERLY

1. Checking and tightening of electrical connections.
2. Cleaning of internal parts of UPSs.

YEARLY

1. Complete servicing of the UPSs.

ANNEXURE – IV

| |
|---|
| Actual Periodical Maintenance carried out in the Month of _____ |
| Name of Contractor: _____ |
| Agreement No.: _____ |
| Name of Sub Division: _____ |
| Name of Site: _____ |
| SI No. |
| UPS No. |
| Name of Service |
| Periodical Maintenance Actually carried out |
| Results.Satisfactory/ Unsatisfactory |
| Remarks |

ANNEXURE – I

| | |
|---|---|
| 1. Name of the Agency: | : |
| 2. (with office address): | |
| 3. Name of Proprietor/partners: | : |
| 4. Telephone Nos of the Firm | : |
| 5. Name & Address of the supervisor | : |
| 5. 24 Hrs Contact No. | : |
| 6.Particulars of the License/Registration | |

ANNEXURE – II

| Sl No. | UPS No. | Date & Time of complaint | Nature of complaint | Date & Signature Of Complainant | Date & Time of attending complaint | Cause Of Fault | Material Used | Date signature of Firm Representative |
|--------|---------|--------------------------|---------------------|---------------------------------|------------------------------------|----------------|---------------|---------------------------------------|
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ANNEXURE – III

Programme for Periodical Maintenance for the Month of _____

Name of Contractor: _____

Agreement No.: _____

Name of Sub Division: _____

Name of Site: _____

| Sl No. | UPS No. | Date & Time of complaint | Nature of complaint |
|--------|---------|--------------------------|---------------------|
| | | | |
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LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

| S. No. | Item | Makes |
|--------|--|---|
| 1 | Engine | Ash ok Leyland / Cummins/ Caterpillar / KOEL/ Volvo Pent a / Mahindra & Mahindra (up to 40 KVA) / Escorts (up to 30 KVA) / Eicher (up to 20 KVA) |
| 2 | Alternator (Brushless) | Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/ Jyoti Ltd |
| 3 | Battery (Lead Acid / Mntce. Free) | Amar Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard |
| 4 | HV Switchgear (Vacuum Circuit Breaker/ SF6) | Biecco Lawrie / Crompton / Kirloskar / MEI / Jyoti Ltd |
| 5 | Transformer (Oil filled / Dry type) | ABB / Schneider Electric / Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar / Siemens |
| | a) Above 400 KVA | |
| | b) Up to 400 KVA | In addition to above makes, Uttam / Automatic Electric Gear (AEG) / Patson/ Rajasthan Transformer and Switchgear |
| 6 | Air Circuit Breaker | L&T/ Schneider Electric / Siemens |
| 7 | MCCB(Ics= Icu) | L&T/ Schneider Electric / Siemens |
| 8 | SDF units | L&T/ Schneider Electric / Siemens/ HPL/ Havells |
| 9 | Power Contactors | L&T/ Schneider Electric / Siemens/ Lakshmi (LECS) |
| 10 | Change Over Switch | HPL / Havells / H-H Elcon |
| 11 | Intelligent APFC Relay | L&T/ EPCOS(Siemens) / Schneider Electric / Neptune Ducati/ Syntron/ ABB |
| 12 | Bus Bar Trunking/ Sandwiched Bus Duct | Moeller/ L&T/ Schneider Electric/ ABB/ Legrand/ Zeta |
| 13 | Power Capacitors (MPP/ APP) | L&T/ EPCOS(Siemens) / ABB/ Crompton/ Schneider Electric/ Neptune Ducati |
| 14 | Digital/ KW Hrmeter | Schneider Electric/ AE/ Digitalon / IMP/ Meco / Rishabh / Universal/ HPL/ L&T/ ABB |
| 15 | Cold shrink HT/ LT Cable Joint | Denson / 3M (M-Seal) / Raychem |
| 16 | Rubber Matting | ISI mark |
| 17 | MCB/ Isolator / ELCB/ RCCB/ Distribution Board | Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ ABB/ HPL |
| 18 | MS/ PVC Conduit | ISI mark |
| 19 | Cable Tray | MEM / Bharti/ Ratna/ Slotco/ Profab |
| 20 | HT/ LT Cables | ISI mark |
| 21 | PVC insulated copper conductor wire | ISI mark |
| 22 | Centrifugal Pump | Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mathur & platt / W ASP/ 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 | Strater | ABB / BCH / Schneider Electric / L&T / Siemens / |
| 27 | Single Phase Protector | L&T / Minilec / Siemens / Zerorip |
| 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/ Audo/ Johnson Controls/ Zoloto/ Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul |
| 31 | Compressors | CARRIER / Emerson copeland/ York/ Danfoss (for chillers only) |
| 32 | Resin Bonded Glass wool | Fibre Glass / Pilkington / UP Twiga |
| 33 | Expanded Polystyrene | BASF(India) Ltd. |
| 34 | Gauge | Feibig / H.Guru / Pricol |
| 35 | Controls | FLICA / Honeywell / Indfoss / Penn- Danfoss / Ranco / Ranutrol / Sporland |

| | | |
|---|---|--|
| 3 6 | Fin e Filt er s | Anfilt ra Effluent / ARW / Athlet e/ Airt ake/ Dyna / Kir slokar / Purom at ic/ Purafill/ Pur olator / Ten acit y |
| 3 7 | GI Sheet | H SU Jindal / N at iona l / N ippon Den ro / Sail / Tat a |
| 38 | Heat Det ect or | Appollo / Ch em t ron / Edw a rd / Fenw al/ H ochiki / N it ton / Syst em Se nsor / W orm a ld/ Honeyw ell Essar/ Not ifier |
| 3 9 | I onizat ion Det ect or | Appollo / Cerebrus / Edw ard/ / Fenw al/ Hochiki / N it ton / Syst em Sensor / W orm a ld |
| 4 0 | Photo Elect ric Sm oke Det ect or | Appollo / Cer ebr us / Edw a rd / Fenw al/ H ochiki / N it ton / W orm ald |
| 4 1 | Fir e Panel (M icroprocessor based) | Agni I nst rum ents / Agni Device s/ Aruna Agencies/ Carm el Sensor / Ravel Elect . / Hone yw ell Essar/ Not if ier / Navin System s |
| 4 2 | Sprinkler/ Hose Ree l & H ose Pipe | I SI m ark |
| 4 3 | Fir e Ext inguisher | I SI m ark |
| 4 4 | Lift | OTI S, Kone, Mitsubishi , Schin dler ,Johnson |
| NOTE: | | |
| 1 . In case of External/ PMC works, the list of approved makes may be modified as per client's requirement . | | |
| 2 . The accessories such as CT/ PT/ measuring instrum ent / relays provided by approved make in respect of Transformer/ HT Panel/ DG / AC Package Unit s as supplied by approved manufacturer along with the equipments are also acceptable in addition . | | |
| 3 . Any additional makes may be approved by concer ned PCEs/ Sr CE s/ CE s(Elect) for t he work under his jur isdict ion as alrea dy accor ded vide lett er no. 3 - 2 - 5 / EW / VEP- 1 / 2 0 0 7 dat ed 0 5 - 0 7 - 2 0 0 7 . | | |

SPECIFICATION FOR WORK

1. The work shall be done as per current CPWD specifications, electrical works as embedded from time to time and Indian Electricity rules as amended up to date.
2. The work shall be supervised by qualified technical staff.
3. The layout of the work will be given by the Engineer-in charge or his duly authorized representative at site of work.

4. The following works shall be done on separate conduits
 - a) Power plug wiring.
 - a) Light and fan point wiring.
 - b) Emergency light point wiring. (AC supply/DC supply)
 - c) Telephone wiring.
 - d) Clock wiring.
 - e) AC units wiring.The number of power plug points and emergency light points fed from the DC supply shall not exceed to per circuit in any of the cases.

5. The earthing sets shall be provided in the presence of Engineer-in-charge or his authorized representative.
6. Sample of all the materials, fittings, accessories, IC switch gears, etc. Shall be got approved from the Engineer-in charge before using the name on the work. The rejected materials shall be removed immediately from the site of work.
7. The contractor shall have to submit the completion plan as clause 6(A)1,6(B) of the agreement within 30days of the completion of works. Failing to submit the completion plan, he will be liable to pay a sum equivalent 2.5% of the value of work subject to a ceiling of Rs.2,500/- as per the clause 6(A)1, 6(B) of the agreement.
8. The contractor will have to give the following tests at his cost and intimate test results before final bills are paid. Nothing extra will be paid on this account.
 - a) Earth test. B) Polarity Test. C) Insulation Test. d) Extra continuity test of the surface/recess conduit pipes.

9. Any damage done to the building by the contractor during the execution of work shall have to be made good at his cost and risk. If he does not do it himself within a reasonable time (determined by the Executive Engineer (E) then same will be got done at his cost departmental after giving notice to him.

10. The outlet boxes I.C boxes for switches and end of conduits etc. for different categories of conduit runs catering for different types of electrical wiring as mentioned in clause above shall be painted 8inside/outside with different colour each signifying the decrement categories mentioned so as to avoid mixing of various circuits and their wiring and nothing extra will be paid for this.

11. In the time laying conduit pipe in the slab and in recess, the contractor will keep fish wire of 16 SWG GI wire through out conduit pipe and will have to take special care so that the conduits do not pass through air-conditioning ducts, grills columns, if any such necessity is foreseen special written permission of E.E.(E) will be obtained before such works is carries out. In case of failure, the contractor will not be paid on this account.
The successful tendered should reason the conduit in the wells before they are plastered and in collaboration with building work in progress. Any damage thus done will have to be made good at the cost electrically continuous.

12. The bakelite covers for the tumbler switches plug sockets etc shall be removed or broken for taking connections which shall be done at their back be providing suitable wooden rider in the I.C. boxes where found necessary. All I.C boxes for switches, plug and regulators etc. Shall be provided 1/8" thick bakelite sheet covers.

13. The runs of various circuit wiring at various places shall kept minimum by taking the runs on wall where crossing of columns is not necessary. This has to be decided before casting of slab so that unnecessary length of conduits are not laid therein.

14. All the I.C. distribution board, Sub-main board and their complete fitting shall be sign-written clearly indicating the No of distribution board, the type of load it is serving and the number of circuit contained in the distribution box shall be placed in a tabular form the reverse of the cover of the distribution box.

15. Underground cables both of 1.1KV and 1.1KV grade should be subjected to pressure/insulation tests before and after laying the same in the ducts. Incase of unsatisfactory test the cost of all replacement and extra work of removal and relaying well have to be made good by the contractor at his own risk.

16. While make the end connections of wires, no strand shall be cut and the termination of wires shall be done with necessary lugs and ferrules without any extra payment.
17. The bus bars of the single phase distributions box shall be strip instead of sheet metal.
18. The lugs should be provided while terminating 8 SWG G.I wire for earth continuity without any extra payment.
19. The contractor will have to make arrangement to take the material to site of work at his own risk. Octori, if paid by the contractor for the materials supplied by the department the same can be claimed by him against original voucher.
20. If any conduits laid before the award of this work, the recovery for the same will be made from the contractor at the rates specifications in the SR-94(internal)plus the enhancement of this tender. Or the rates quoted by the firm in the tender for the work.
21. The Department shall not supply any tools and plants unless otherwise specified.

NOTE: In addition to above the work should be carried out as per latest CPWD/ BSNL specification pertaining to the work, ammended up to date and as per the direction of the Engineer - In - Charge .

Schedule of Works

Name of Work : Comprehensive Maintenance of 5KVA and 40KVA UPS at RMCDC Shillong

| Sl. No. | Description of Items | Quantity | Rate /month (Rs.) | Unit | Amount (Rs.) |
|---------|--|----------|-------------------|-------|--------------|
| 1 | Providing AMC of 2No 40KVA and 1No 5KVA UPS with static bypass & working in automatic parallel redundant system configuration with Battery Backup for each UPS, including replacing of faulty accessories, servicing of ups, checking of output Voltage, Current, checking healthiness of of UPS battery and recording in the service report, excluding replacement of battery etc as required.(Monthly service report shall be submitted) | 24 | | month | |
| | (In words) | | | | |
| | Total Excluding GST | | | | |
| | GST @ 18% | | | | |
| | Total with GST | | | | |

Notes for bidder:

- 1 The Firm should be GST Compliant
- 2 Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
- 3 Bidder must mandatorily mention HSN & SAC numbers
- 4 The firm shall be responsible to ensure that GST shown in the above columns is correct & Input Tax Credit for the amount shown above is admissible as per GST Act as amended up to date".
- 5 Invoice /Bill should be pre-printed as per the GST format.
- 6 The evaluation and comparison of responsive bids shall be done on the basis of **Net cost to BSNL** on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., **but excluding GST**
- 7 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the terms as specified in the scope of work.
- 8 No advance payments can be made. Stipulations like levy of interest if payment is not made in a specified time are also not acceptable and the payment is governed by the normal BSNL practice.
- 9 The vendor has to raise bill in the name of Director LSA NE I Shillong

Declaration by bidder

- 1 We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".

EXECUTIVE ENGINEER(E), BSNL, ELECTRICAL DIVISION,

Signature of the Contractor with Seal

Shillong.

ANNEXURE - III (COMPLIANCE SHEET)

I / We(Name of firm) have read/Understood all the terms and conditions as mentioned in bid Document and accept the same unconditionally.

I / We state to comply in full manner with all the General, Commercial, Technical and Operating Financial conditions of the tender document for the work of " : Comprehensive Maintenance of 5KVA and 40KVA UPS at RMCDC Shillong .without any reservation and deviation.

It is certified that the Tender Document i/c all credentials has been submitted

(Seal of the firm)

(Dated Signature of Contractor)