

Name of work: **Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .**

I N D E X

TENDER NIT No: - **64/175/NIT/BSNLED/2023-24/231**

dated ;**07.11.2023**

Name of work - **Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .**

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

Contractor

Executive Engineer (E)

Name of work: **Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .**

BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

NOTICE INVITING TENDER (EW-6)

The Executive Engineer (Elect.), BSNL Electrical Division, OCB Building (1st Floor), Vivekanada Road, Shillong-793 001. (Meghalaya) invites **tender** on behalf of Bharat Sanchar Nigam Limited (A Government of India Enterprise) from eligible contractors for the following work :-

NIT No.	64/175/NIT/BSNLED/2023-24/231	dated ;07.11.2023
Name of Work	Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .	
Estimated Cost put to tender	Rs.1,94,695.00 (Without GST)	
Earnest Money	Rs. 3894.00	
Cost of Bid Document	Rs.590/- i/c G.S.T.	
Currency of Rate Contract	15 Months.	
Period of completion for work	15Months.	
Last date of receipt of application	14.11.2023	
Last date of issue of tender	15.11.2023	
Last Date of Submission of tender	At 15:00 Hrs on. 17.11.2023	
Date of opening of tender	At 15:30 Hrs on. 17.11.2023	

1) **Eligibility Criteria: -**

2) **Eligibility Criteria: -**

The Firms who fulfill the following requirements shall be eligible to bid

(a) Financial norms:

Turnover: 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

(b) Physical norms:

Firms satisfying the following conditions:

(i) BSNL CO (Electrical) approved Package AC Manufacturer.

OR

(ii) The dealer authorized by BSNL CO (Electrical) approved Package AC Manufacturers. The letter of Authorization in Original from the manufacturer will have to be produced by the dealers.

OR

(iii) 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 month previous to the one in which applications are invited should be either of the following :-

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

OR

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

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OR

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

“Similar works stands for Supply, installation, testing and commissioning of High Precision PKG. AC units”

Note:-The contractor shall produce authorization certificate in original from the manufacturer for participation in tender and supply of spare parts, technical support etc. during the currency of the AMC contract.

- The work completion certificate issuing authority in respect of above shall not be below the rank of Executive Engineer (E).

NOTE- B (in addition to eligibility criteria above, the contractor should submit and confirm)

- The contractor should have valid GST registration, EPF and ESI registration
- The agency should fulfill the relevant clause of BSNL Form EW-6 and should furnish a certificate regarding No near relatives.

3) The Tender documents consisting of the detailed plans, complete specifications, 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.NE-l.bsnl.co.in or from date of issue of NIT & up to Last date & Time of online submission /uploading of Tender documents. The site for the work is available/or the site for the work shall be made available in parts.

I. Cost of Bid Document (Non Refundable) – Demand Draft amounting to Rs.590/- (Rs Five Hundred and Ninety Only) drawn in favour of **Accounts officer (Cash), O/o GMTD, BSNL, MEGHALAYA SSA, SHILLONG** shall be scanned and uploaded to the **e- tendering website** within the period of bid submission and original should be deposited in office of Executive Engineer[E].

II. Earnest Money of Rs 3894.00 (Rs Three Thousand Eight Hundred and Ninety Four Only) in Banker's Cheque / Deposit at Call Receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft/bank guarantee of a scheduled bank issued in favour of **Accounts officer (Cash), O/o GMTD, BSNL, MEGHALAYA SSA, SHILLONG**, shall be scanned and uploaded to the **e- tendering website** within the period of bid submission and original should be deposited in office of Executive Engineer[E]. The Validity period of EMD shall be **120 days**, from the date of opening of tender.

Note: Money due to contractor in any other work or earnest money of the previous call of the same work shall not be adjusted towards earnest money. The **Cost of bid document** and **Earnest Money** should be **submitted through separate instruments**.

2. The tenderer shall submit the tenders in two sealed covers marked as 1st and 2nd with name of work. Both should be separate and they should not be enclosed in a common 3rd cover.

3. a. If the tenderer quotes on the tender issued by the BSNL:

(i) 1st cover shall contain Earnest Money Deposit in the prescribed form.

(ii) 2nd envelope shall contain duly filled tender document.

The first envelope shall be opened first. The second envelope shall not be opened at all in case:-

(i) EMD is not in proper form.

If during the process of tender finalization, if it is detected that the tenderer has submitted tender documents after making any change /additions/deletions in the tender documents

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issued by the department, the offer shall summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any other action as per prevalent rules.

- b. If the tenderer quotes on the tender downloaded from the website:
- (i) 1st cover shall contain tender cost in prescribed form, the attested credentials of the firm fulfilling eligibility criteria and the Earnest Money Deposit in the prescribed form. EMD and tender cost should be separate. The credentials shall be self attested and counter attested by any executive of BSNL/MTNL or Gazetted officer of GOI as applicable along with the application on printed letter head for purchase of tender. If not counter attested then original documents shall be produced at the time of tender opening.
- (ii) 2nd envelope shall contain duly filled tender document.
The tenderer shall submit only the downloaded original computer print out of the document from Web site. The photo copy shall not be accepted.
The first envelope shall be opened first. The second envelope shall not be opened at all in case:-
- i) Tender fee is not submitted in proper form.
 - ii) EMD is not in proper form.
 - iii) Firm fails to fulfill eligibility criteria on the basis of document submitted in the first envelope.

If during the process of tender finalization, if it is detected that the tenderer has submitted tender documents after making any change /additions/deletions in the tender documents downloaded from the website, the offer shall summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any other action as per prevalent rules.

- 4) In case the eligibility credentials are found to be fake or falsified at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.

Note:

- i) The Company or the firm or any other person is not permitted to tender for works in which his near relative(s) (directly recruited or on deputation in BSNL (Civil/Electrical) is/are posted in any capacity either non-executive or executive employee.
- ii) The tender documents shall not be sent through courier / post. The tender documents received through courier / post shall not be accepted at all.
- iii) If a holiday is declared on the tender opening day, the tender will be opened on the next working day.

Last date of receipt of application	:	14/11/2023
Last date of issue of tender	:	15/11/2023
Last Date of Submission of tender	:	17/11/2023 (Up to 15:00 Hrs.)
Date of opening of tender	:	17/11/2023 (At 15:30 Hrs.)

- 5) The description of the work is as follows-

"Name of work- "Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya"

- 6) **The time allowed for carrying out the work will be:-
Twenty Four(15) months.**

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- 7) Date fixed for opening of tender, if subsequently, is declared as holiday by the BSNL, then, in absence of such notification, the tender will be opened on next working day, time and venue remaining unaltered.
- 8) The Validity period of EMD must be 120 days, from the date of opening of tender.
- 9) The documents submitted by contractor should be self attested.
- 10) 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.
- 11) The EMD of the successful tenderer will be returned to the contractor without interest only after submission of performance guarantee. The successful tenderer has to extend the validity of EMD as per BSNL requirements.
- 12) Exemption from payment of earnest money and security deposit by any other unit/ department shall not hold good for BSNL. Those who are The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item..
- 13) **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 18 months from the date of award of individual work. The PBG shall be kept valid by the bidder up to 15 months from the actual date of completion of ITC. In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the bidder will not be allowed to participate in the re tendering for the same work. ***This performance guarantee shall be submitted in the Electrical Division in the name of Accounts officer (Cash), O/o GMTD, BSNL, MEGHALAYA SSA, SHILLONG.***
- 14) **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.

NOTE: The security deposit deducted during running bills (except 5%Performance Bank Guarantee (PBG)) shall be refunded after satisfactory completion of guarantee period.
- 15) The acceptance of tender will rest with the S.E.(E), Shillongi [As the case may be] 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.**
- 16) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 17) 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.
- 18) 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.
 - i) 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.

Contractor

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- 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).
- ii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work, for proprietorship, Partnership firms and limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be Cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The format of the certificate to be given is,

<p>"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".</p> <p>(Seal of the firm) (Signature of Contractor)</p>
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- 19) 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.
- 20) 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.
- 21) 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.
- 22) **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.
- 23) The contractor should read the tender documents carefully before submitting the tender.
- 24) The Notice Inviting Tender shall form part of the contract document, in accordance with clause-1 of the contract. The contract shall be deemed to have come into effect on issue of communication of acceptance of tender. On such communication of acceptance, the successful tenderer /contractor shall within 15 days from such date, formally sign the contract consisting of:-

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Executive Engineer (E)

- (a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tenders and acceptance thereof together with any correspondence leading thereto.
- (b) Standard E.W.-8 Form.
- 25) The conditional tender or tenders with conditional rebate shall be summarily rejected.
- 26) All communication with the bidders shall be in writing. Fax / E-mail shall be covered under this category and considered as adequate means of communication.
- 27) **EPF PROVISIONS:-** The agency has to comply with the provisions of EPF and miscellaneous provisions Act-1952 and employees provident fund scheme-1952 as amended up to date in respect of labours/employees engaged by them for this work. Any consequence arising due to non-complying of provisions as specified above shall be the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per the prescribed proforma (UNDERTAKING REGARDING EPF PROVISIONS)
- 28) **If any terms and conditions mentioned from P-1 to P-39 are in contravention to BSNL EW General Conditions of Contract 2010, the terms and conditions mentioned from P-1 to P-39 shall prevail.**
- 29) **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.
- 30) **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 Department recommend such a course- Action will be taken as per the directions of CBI or concerned department.

EXECUTIVE ENGINEER (ELECT.)
BSNL Electrical Division,
SHILLONG

- 1) The SE (E) BSNL, Electrical Circle, O/o the CGMT, NE I circle, Shillong.
2-3) The EE (E), BSNL, Electrical Division, Dimapur/ / Guwahati.
4-6) The SDE (E), BSNL, Electrical Sub-Division, Shillong /Dimapur/ Guwahati.
7) Bidder.
8) Notice Board.

EXECUTIVE ENGINEER (ELECT.)

Name of work: **Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .**

BHARAT SANCHAR NIGAM LIMITED

EW-08

(A) Tender for the work of: Name of work- Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .

Name of Contractor/ Firm - -----

TENDER

1. I /we have read and examined the notice inviting tender, schedules, Specifications applicable , Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract , Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I/We hereby tender for the execution of the work specified for the BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.
3. I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
4. A sum of **Rs.3894.00** is hereby forwarded in the form of Deposit at call receipt/FDR//Bank guarantee of a Nationalized/Scheduled Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy, amount of EMD with reference to estimated amount will be forfeited. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of EMD with reference to estimated amount and performance guaranty absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
5. Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
6. I/we agree to furnish to BSNL Deposit at call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of letter of Acceptance. I/We agree to keep the performance bank guarantee valid as per the terms of the NIT.
7. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

(Signature of Contractor)

Dated _____

Seal of Contractor

Signature of Witness:

(required in the case of contractor's thumb impression is given by the contractor in place of signature)

Name of Witness:

Address:

Occupation:

ACCEPTANCE

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

the letter referred to below shall form part of this contract Agreement:-

- a)
- b)
- c)

Signature _____

For & on behalf of the BSNL

Dated _____

Designation _____

Contractor

Executive Engineer (E)

MODIFICATIONS TO NEW BSNL EW 8

.Sl No.	Reference	No.	New EW 8	To be read as
	Para 2 of "Tender"		I/We hereby tender for the execution of the work specified for BSNL within the time specified, schedule of quantities and in accordance...	I/We hereby tender for the execution of the work specified for BSNL within the time specified, as per the schedule of quantities and in accordance...
	Para 2 of "General Rules and Directions "		...and the amount of performance guarantee to be deposited by the successful tenderer(s).	...and the amount of performance guarantee to be deposited by the successful tenderer(s), and the amount of Security Deposit to be deducted from the bills.
	Para 14© of "General Rules and Directions "		<p>For the purpose of evaluation of financial Bid, composite price inclusive of all taxes and levies will be considered.</p> <p><input type="checkbox"/> <input type="checkbox"/> The unit wise cost /break up is necessary for the purposes of information andVerification of composite price so quoted by the contractor/supplier.</p> <p><input type="checkbox"/> <input type="checkbox"/> The contractor supplier shall submit to BSNL documents /proof of payment of al taxes /levies alongwith exemption certificate if any ,to avail CENVAT benefits byBSNL</p> <p><input type="checkbox"/> <input type="checkbox"/> However the evaluation and comparison of respective bids shall be done on thebasis of net cost to BSNL on the prices of the goods offered inclusive of duties and taxes (but –excluding CENVAT-able duties and taxes) sales tax, packing, forwarding ,freight and insurance charges as per existing BSNL policies.</p>	<ul style="list-style-type: none"> • The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of duties and taxes (but excluding CENVAT – able duties & taxes), sales tax, packing, forwarding, freight and insurance charges etc., as indicated in the price schedule. • Vendors should furnish the correct GST. / Customs tariff Head in the price schedule. If the credit for the Duties and Taxes under CENVAT credit rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority. • In case the Duties & Taxes which are non CENVAT – able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, BSNL may allow the supplier to submit necessary documents in this regard which may enable BSNL to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004. • BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the GST / Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST . / Customs Tariff notifications. • If the supplier fails to furnish necessary supporting documents i.e. Excise / Customs invoices etc. in respect of the Duties / Taxes which are Cenvatable, the amount pertaining to such Duties / Taxes will be deducted from the payment due to the firm. • Invoice shall clearly indicate break up details of composite price i.e. Basic, GST ., Sales Tax, any other Duties and Taxes, Freight / Packing Charges, Service Tax etc.
	Para 25 of "General Rules and Directions "		Does not exist	Agency has to observe all the labour rules & regulation in force. Agency shall be fully responsible for any violation observed at any time.
	Para 26 of "General Rules and Directions "		Does not exist	<p>Bye laws Indemnity against liabilities</p> <ul style="list-style-type: none"> • The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –

Contractor

Executive Engineer (E)

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				<p>in-charge informed about the notices issued and received.</p> <ul style="list-style-type: none"> The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages , costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor. All liabilities / penal recoveries on matters arising out of tax/excise /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc.. shall be borne by the contractor. 										
	Para 27 of "General Rules and Directions "		Does not Exist	<p>Currency of contract: 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.</p>										
	Para 8.1 of "Conditions of Contract".		<p>For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works, work/quantities of item of works can be split amongst the lowest of three agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-</p> <p>a) If the work stands distributed between the first three lowest tenderers, the proportion of work distributed shall be as below:- 50% to the lowest tenderer and remaining quantities to other two tenderers in INVERSE RATIO of their Evaluated price.</p> <p>b) In case it is decided to split the work amongst the first two lowest firms, the proportion of work distribution shall be as follows: i) 70% to the first lowest tenderer. ii) 30% to the second lowest tenderer. In case the tenderers other than lowest tenderer does not agree to match the rates of L1 then 100% works shall be awarded to the lowest tenderer.</p>	<p>For rate contracts of Electrical Installation, Air Conditioning, Engine Alternator, Sub Station and Fire Detection works and this work, work/quantities of item of works can be split amongst the lowest agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-</p> <table border="1"> <thead> <tr> <th>Number of Bidders in whom the order is proposed to be placed</th> <th>Distribution of Quantity</th> </tr> </thead> <tbody> <tr> <td>2 (two)</td> <td>L1 shall be given 70% L2 shall be given 30%</td> </tr> <tr> <td>3 (three)</td> <td>L1 shall be given 50%. Remaining quantities to selected bidders in INVERSE RATIO of evaluated price.</td> </tr> <tr> <td>4 (four)</td> <td>L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of evaluated price.</td> </tr> <tr> <td>5 (five)</td> <td>L1 shall be given 30%. Remaining quantities to selected bidders in INVERSE RATIO of evaluated price.</td> </tr> </tbody> </table> <p>In case lowest evaluated price (L1) is not accepted by other bidders BSNL reserves the right to award the entire quantity under this tender on the bidder(s) with lowest evaluated price.</p>	Number of Bidders in whom the order is proposed to be placed	Distribution of Quantity	2 (two)	L1 shall be given 70% L2 shall be given 30%	3 (three)	L1 shall be given 50%. Remaining quantities to selected bidders in INVERSE RATIO of evaluated price.	4 (four)	L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of evaluated price.	5 (five)	L1 shall be given 30%. Remaining quantities to selected bidders in INVERSE RATIO of evaluated price.
Number of Bidders in whom the order is proposed to be placed	Distribution of Quantity													
2 (two)	L1 shall be given 70% L2 shall be given 30%													
3 (three)	L1 shall be given 50%. Remaining quantities to selected bidders in INVERSE RATIO of evaluated price.													
4 (four)	L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of evaluated price.													
5 (five)	L1 shall be given 30%. Remaining quantities to selected bidders in INVERSE RATIO of evaluated price.													
	Clause 7.3 of "Clauses of Contract".		<p>Payment to the contractors for Air Conditioning, Engine Alternator, Sub Station, Lifts, fire detection, fire fighting and other specialised items, during progress of work, will be regulated as below :-</p> <p>a) 80% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.</p> <p>b) 10% of prorata of the approved price breakup of contract value after successful</p>	<p>Payment Terms are as per clause no. 19 of Special conditions of Contract.</p>										

Contractor

Executive Engineer (E)

		<p>installation of equipment. c) 5% of the approved contract value after successful completion of Initial acceptance testing. d) 5% of the approved contract value after successful completion of the final acceptance testing. e) For the works where A/T is not applicable e.g. for substation, lift, fire fighting etc. 5% of the approved contract value shall be released after clearance by Electrical inspector/ lift inspector/ Fire officer respectively.</p>	
		<p>Does not Exist</p>	<p style="text-align: center;">Annexure I MODEL FORM OF BANK GUARANTEE (for submitting EMD)</p> <p>Whereas _____ (hereinafter called "the contractor(s)") has submitted its Tender dated _____ for the work _____</p> <p>KNOW ALL MEN by these presents that WE _____ OF _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (hereinafter called "the BSNL") in the sum of _____ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.</p> <p style="text-align: center;">THE CONDITIONS of the obligation are:</p> <ol style="list-style-type: none"> 1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or 2. If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity. <ol style="list-style-type: none"> (a) Fails or refuses to execute the Contract. (b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document. <p>We undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL 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.</p> <p>This guarantee will remain in force as specified in the Tender Document up to and including Thirty (30) days after the period of the Tender validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.</p> <p>Signature of the Bank</p> <p>Signature of the Witness Name of Witness</p> <p>Address of Witness:</p>
		<p>Does not exist</p>	<p style="text-align: center;">ANNEXURE II PERFORMANCE SECURITY GUARANTEE BOND</p>

Contractor

Executive Engineer (E)

				<p>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.</p> <p>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 _____.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).</p>
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Contractor

Executive Engineer (E)

Name of work: Comprehensive Maintenance contract for (2+1) x 7 TR HVAC
Package AC Units at RMC Shillong BA : Meghalaya .

				<p>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.</p> <p>Dated the _____ day of _____ for _____ (indicate the name of bank)</p>
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DECLARATION BY TENDERER

(No near relative)

(To be signed by all Contractor)

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 firm.
- (b) To be signed by all partners in case of partnership firm.
- (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 :

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 firm)

(Dated Signature of Contractor)

**UNDERTAKING A
TO ABIDE BY EW6 & EW8**

"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 & 8 forms and I confirm that I will abide by all the terms and conditions available in original standard BSNL EW 6 & 8 forms.

(Seal of the firm)

(Dated Signature of Contractor)

Contractor

Executive Engineer (E)

Name of work: **Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .**

TENDER SUBMISSION UNDERTAKING

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I/We have downloaded/obtained the 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 tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), 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 tender documents including Form EW-6, EW-8 being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & 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 tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
6. In case any provisions of this 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)

Contractor

Executive Engineer (E)

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contractor will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or by publication in News papers/internet (designated web page) as the case may be.
2. This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of performance guarantee to be deposited by the successful tenderer(s). Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer inviting tender shall also be open for inspection by the contractor at the office of Officer inviting tender during office hours.
3. In the event of the tender being submitted by a firm it must be signed by the authorized signatory.
4. Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.
5. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any conditional rebates will be summarily rejected. However, tenders with unconditional rebate will be acceptable. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the works to which they refer written on the envelopes. The rates(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
6. The Officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same without any interest.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and, will not be bound to accept the lowest or any other tender.
8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the concerned Accounts Officer.
9. The memorandum of work tendered for and the schedule of materials to be supplied by BSNL shall be filled and completed in the office of the Officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
10. The tenderer shall sign a declaration under the officials Secret Act, 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
11. Rates quoted by the Contractor in the tender both in figures and words shall be accurately filled-in so that there is no discrepancy in the rates written in figures & words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written in either in figures or words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

Contractor

Executive Engineer (E)

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, ' Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
13. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
14. Other agencies will also simultaneously execute the works like horticulture, external services, installation of telephone exchange equipment and other building works for the same project alongwith this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.
15. Some restrictions may be imposed by the security staff etc on the working and/or movement of labour, material etc. The contractor shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.
16. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
17. Agency has to observe all labour rules and regulations in force. Agency shall be fully responsible for any violation observed at any time.
18. Bye laws Indemnity against liabilities
 - The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.
 - The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages , costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor.
 - All liabilities / penal recoveries on matters arising out of tax/GST /levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc, shall be borne by the contractor.
19. 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.

Contractor

Executive Engineer (E)

SCHEDULE "D"

"IMPORTANT NOTE & ADDITIONAL CONDITIONS FOR CONTRACTORS"

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

1. TAXES AND DUTIES:

GST , work contract tax, purchase tax, turnover tax, labour Cess or any Tax applicable in respect of this contract as applicable shall be borne by the bidder himself .The bidder shall quote his rates considering all such taxes . The TDS as per the government regulation will be recovered from the contract.

2. EPF and ESI CONDITIONS: -

The bill of Contractor shall accompany the following documents: -

- i. The contractor must submit the list showing the details of Labours / Employees engaged.
- ii. Duration of their engagement.
- iii. The amount of wages paid to such Labours / Employees for the duration in question.
- iv. Amount of EPF & ESI contribution on (Both Employers and Employees contribution) for the duration of engagement in question, paid to EPF AND ESI authority.
- v. Copies of authenticated documents of payments of such contributions to EPF & ESI authority
- vi. A declaration from the contractor regarding compliance of conditions of EPF Act 1952 amended up to date And ESI regulation.

3. Increase / Decrease in tender quantity:

- a) 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.
- (b) In exceptional situations where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing tenders, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender / contract within a period of Nine months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing tenders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

4. Tender Evaluation

- a) The evaluation and comparison of responsive bids shall be done on the basis of LOWEST COST to BSNL on the prices offered, Packing, freight, and insurance charges etc exclusive of GST as indicated in the price schedule .The bid with lowest cost as elaborated above will be the L-1 Bidder.
- b) The vendor should furnish the correct GST Tariff Head in the price schedule if the Input tax credit, for GST paid under GST Act, is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head / Non compliance of GST Act, then the vendor will be liable to refund such non admissible amount, if already paid, along with penalty if charged by the concerned authority.
- c) BSNL reserve the right to ask the bidders to submit documentary proof to confirming the correct Tariff Head for GST where the Tariff Head furnished against the particular tendered item by different bidder differs from each other or the same is found apparently not furnished in accordance with GST Tariff notification.
- d) Invoice shall clearly indicate break up details of composite price i.e. basic, GST, freight, packing charges etc.

Contractor

Executive Engineer (E)

5. However pursuant to the Constitution (Forty Sixth amendment) Act 1982, if any further Tax or levy is imposed by Statute after the date of receipt of tenders and the contractor(s) thereupon necessarily and properly pays taxes or levies the contractor(s) shall be reimbursed the amount so paid provided such payment if any is not in the opinion of SE (E) (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor(s).
6. In case of statutory variation in regard to GST rate ,only in respect of package ac units, ea sets and lifts ,within stipulated date of completion of individual agreement ,the same shall be paid or recovered as per the actual against documentary proof. However beyond this period BSNL will take advantage of any duty reduction but will not pay extra on account of duty increased. Price adjustment provision on account of change in TAX shall not apply in respect of equipments/components of equipments/materials other then package ac units, ea sets, lifts. The bidder shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of same by a duly authorized representative of BSNL and further shall furnish such other information / document as Engineer In charge may required.
7. The contractor shall, within a period of 30 days of imposition of any further tax or levy in pursuant to the constitution of [forty sixth amendment] act 1982,give a written notice thereof to Engineer In charge that same is given pursuant to this condition, together with all necessary information relating thereto.
8. The individual work agreement shall be signed between the firm and Executive Engineer (E) BSNL Electrical Division...Guwahati ..., within a fortnight from the date of approval.
9. Firm has option to deposit Earnest Money in form of Bank Guarantee for work in BSNL's attached format and manner (Annexure – I)

**MODEL FORM OF BANK GUARANTEE
(for submitting EMD)**

Whereas _____ (hereinafter called “the contractor(s)”) has submitted its Tender dated _____ for the work _____;

KNOW ALL MEN by these presents that WE _____ OF _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto _____ (hereinafter called “the BSNL”) in the sum of _____ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Contractor(s) having been notified of the acceptance of its Tender by the BSNL during the period of Tender validity.
 - (a) Fails or refuses to execute the Contract.
 - (b) Fails or refuses to furnish security Deposit in accordance with the conditions of Tender document.

We undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL 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 Tender Document up to and including Thirty (30) days after the period of the Tender validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Signature of the Witness
Name of Witness

Address of Witness:

ANNEXURE II

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 under take 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)

Contractor

Executive Engineer (E)

PROFORMA FOR AGREEMENT

(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF ----- DATED -----
-----Between M/S ----- (refer note) in the town of (Address)-----
herein after called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited herein after called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- a. The BSNL is desirous that the execution of (Name of work)----- at ----- to be performed as mentioned , enumerated or referred to in the tender including press Notice Inviting Tender, General conditions of the contract , Special conditions of the contract, Specifications, Drawing, Plans, Time schedule of completion of jobs, schedule of quantities and rates, agreed variations, other documents, has called for tenders.
- b. The contractor has inspected the site and surroundings of the work specified in the tender documents and has specified himself by carefully examinations before submitting his tender as to the nature of the surface, strata, soil, sub soil and grounds, the form and nature of the site and local conditions the quantities, nature and magnitude of the work, the availability of the labour and materials necessary for the execution of work, the means of access of site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender, documents or having any connection therewith and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including the BSNLs press notice Inviting Tender, General conditions of Contract, special conditions of contract, Schedule of quantities and Rates, General obligations, Specifications, Drawings, Plans, Time schedule for completion of work. Letter of acceptance of tender and any statement of agreed variations with its enclosures copies which are hereto annexed form part of this contract through separately set out herein and are included in the expression contract wherever herein used.

AND WHEREAS

The BSNL accepted the tender of M/S -----
- (refer note at page -----)
(contractor) for the work of-----
---- at ----- and conveyed vide letter no -----
---- Dated ----- at the rates stated in the schedule of quantities for the work and accepted by the BSNL (herein after called the schedule of rates) upon the terms and subject to the conditions of the contract.

Name of work: Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOW

a.i.1. In consideration of the payment to be made to the contract for the work to be executed by him , the contractor hereby convenient with the BSNL that the contractor shall and will duly provide , execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to implied and there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned. In the contract and

a.i.2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the schedule or rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right , title or interest in the site made available by the BSNL for execution of the works or in the building , structures or works executed on the said site by the contractor or in the goods , articles , materials etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor , their servants , agents and materials belonging to the contractor and lying on the site.

In witness where of the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of BSNL

Signature and delivered for and on behalf the Contractor

(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS

(CONTRACTOR)

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

Contractor

Executive Engineer (E)

Name of work: Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .

BSNL EW PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities Attached

SCHEDULE 'B'

Schedule of materials to be issued to the contractor NIL

SCHEDULE 'C'

Tools and plants to be hired to the contractor NIL

SCHEDULE 'D'

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

SCHEDULE 'E'

Schedule of components of Materials, Labour etc. for escalation - NIL

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work:	Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya . .
Estimated cost of work:	Rs. 1,94,695.00
Earnest money:	Rs. 3894.00
Performance Guarantee	(5% of the Total Contract Value)
Security Deposit	10% of Gross Amount i/c 5% performance guarantee

GENERAL RULES And Direction :

Officer inviting tender EXECUTIVE ENGINEER BSNL ELECTRICAL DN, Shillong.

Definitions

2(v) Engineer-in-Charge EXECUTIVE ENGINEER (E) BSNL ED, Shillong

2(vi) Accepting Authority S.E. (E) BSNL NE-I Circle. Shillong.

2(x) Percentage on cost of materials and labour to cover all overheads and profits 10%(TEN)

CLAUSE 5

Time allowed for execution **Fifteen months .**

Authority to give fair and reasonable extension of Time for completion of work S. E. (E), BSNL NE-I Circle- Shillong

Competent Authority for Deciding reduced rates S.E. (E), BSNL NE-I Circle- Shillong.

CLAUSE 10 CC NOT APPLICABLE

CLAUSE-12 12.2(iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.2(i) and (ii)	+ / - the percentage over the estimated rate entered in the schedule of the rates
--	---

Clause 25 Competent authority for conciliation:	Engineer-in-charge of the work
---	--------------------------------

Contractor

Executive Engineer (E)

Technical Specifications

Specifications

TECHNICAL SPECIFICATIONS

INTRODUCTION:

SCOPE/ (EXPLANATORY NOTE):

The scope of the contract viz. the supply, installation, testing and commissioning of Precision Air Conditioning plant consists of the following:

The High Precision package AC units which will have to work in a group up to maximum of 3units and shall be interconnected to work in a single zone providing sequence changeover , standby duties and cascade facility for extra load with single point access for alarm reporting and system connectivity.

1. CONFORMITY TO INDIAN STANDARDS:

The air conditioning plant equipment and installation shall conform to various IS standards amended up to date wherever applicable.

2. GENERAL REQUIREMENTS AND SAFETY STANDARDS:

- 2.1 The air conditioning plant shall be designed for Precision Air Conditioning with a higher coefficient of performance with overall low power consumption and continuous operation or the normal life of the plant.
- 2.2 The components shall be suitable for operation under tropical conditions. The design and installation of the plant shall generally conform to the safety standards.
- 2.3 The plant room and air-conditioned space shall be free from objectionable noise and / or vibrations due to the working of the plant. The air-conditioned space shall also be free from any objectionable odour.

General specification and conditions for comprehensive CMC

1. SCOPE OF MAINTENANCE

- 01.** Electrical maintenance shall be carried out as per instructions contained herein .All forms and instructions to be used shall be as per works instructions forms and checklist issued by the CE [E] Assam, Guwahati and available with SDE [E] .
- 02.** After the contract period is the over the installation has to be duly handed over to the new agency in good, healthy, neat, working condition, along with records of test results of equipments and associated items under supervision of SDE/JTO [E] in charge .The contractor shall be responsible for any discrepancies viz a viz, the status of installation at the start of the work plus any modification carried out the currency of the contract. Installation is to be handed over to the new agency within fifteen days of award of the work to the new agency.

2. METHODOLOGY

- 03.** At the start of the contract , firm shall prepare an inventory of all equipment jointly with JTO [E]/SDE [E] concerned.
- 04.** A complaint register as per annexure-IV shall be kept at site by the user and the same shall be available for checking and verification.
- 05.** At the start of each month the firm in consultation with SDE [E] concern shall prepare a program me for preventive maintenance to be carried out during the month .The actual maintenance carried out shall be recorded in Annexure-V at the end of each month.
- 06.** If during the period of the contract, any of the package ac units are added /altered, comprehensive maintenance of the same shall be done by the firm, the rates will be regularized as per clause 12.0 of EW-8.However in case of deletion similar recovery shall be made from bill of the contractor.

3. QUALIFICATION

- 07.** Minimum staff reuired-01 qualified supervisor should inspect all the package ac units at least once in the month.
- 08.** All electrical repairs should be carried out by qualified electrician.

4. COMMERCIAL

- 09.** The workers engaged by the firm should maintain proper discipline and good behavior with occupants.
- 10.** The firm shall remove such workers from the site whose behavior is found improper. Executive Engineer decision in this matter shall be final.
- 11.** Agency has to be observe all the labour rules and regulations in force and BSNL shall not be liable for any default.
- 12.** Dismantled materials shall be returned to the department except those items for which replacement is supplied by the agency. Dismantled and unserviceable items, for which a replacement is supplied, shall be removed from the site under intimation to JTO [E].
- 13.** BSNL reserve the right to carry out any work on risk and cost of the agency, if the agency fails to perform any duty as per the contract.
- 14.** The tenderer must obtain himself at his own expense all the information necessary for the purpose of execution, before tendering.
- 15.** The rate quoted must be full and final.
- 16.** Nothing extra is payable other than quoted rates unless specified.
- 17.** The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specified work can be obtained.

18. The firm shall maintain the installation in such a way as to provide uninterrupted required conditions in air conditioned rooms.
 19. The BSNL reserve the right to terminate the contract by giving show cause notice of one month duration at any time during currency of the contract.
 20. Firm should have round the clock contact number .In case of emergency, contractor and authorized engineer/supervision shall be available at the site on short notice from Engineer In charge and make efforts to take situation to normal at the earliest.
 21. Once the installation is handed over to the on contractor, it is the responsibility of contractor to attend whatever defects/damages arising after the date of handing over including replacement of defective components etc.
 22. The contractor agrees that he shall at all times indemnify BSNL against all claims for compensation under the provision of any law for the time being in force or in respect of any person employed by it in carrying out the contact .Further ,such staff has no right to claim employment in BSNL.
 23. The Firm shall also coordinate with JTO [E]/SDE [E] for carrying out energy audit/capacity test at site whenever required.
 24. The firm/contractor will provide the workers with necessary testing and safety equipments.
5. **MATERIALS And TOOLS & PLANTS**
25. **MATERIAL: -** The scope of work includes the maintenance of the equipments and service, on comprehensive basis i.e. no materials will be supplied by the department.
 26. The replacement of the material shall be with the same rating and make as that of original .The firm may also replace an item with energy efficient item wherever same is available, up on intimation to JTO [E].However, In case of non availability of a particular make, Engineer In charge will approve the alternate make.
 27. Supper invoice / Bill / Purchase particulars shall be produced in case of all major items such as compressor etc as a proof of genuineness. For replacement of compressor, the firm shall produce necessary documentary proof Obsolete items not available in market can be repaired and reused. However efficiency of the compressor shall be ensured to avoid penalty under relevant clauses.
 28. **TOOLS & PLANTS-** All tools and plants, testing and safety equipments required for carrying out various tasks relevant to comprehensive maintenance have to be arranged by the firm at its own cost.
- 6 **PENALTY CLAUSES**
29. Any damage to installation (s)/Building during the maintenance period due to the carelessness on the part of the staff shall be the responsibility of the firm and be replaced/rectified without any extra cost.
 30. Any accident / damages during maintenance will be the responsibility of the agency and BSNL will not entertain any claim/compensation/penalty etc on this account or on account of non observance of Law to his work.
 31. If the agency fails to rectify any fault within reasonable time, the BSNL reserve the right to carry out any work at the risk and cost of the agency. In case the fault is of emergency nature which may affect normal functioning of the services and firm fails to take immediate necessary action, the work shall be carried out at the risk and cost of the firm without giving any notice. The decision of EE [E] shall be final.
 32. In case of unsatisfactory performance, penalty of one moth bill for that service shall be imposed.
 33. In case of the major accident / loss on account of negligence on part of the contractor, the contract shall be terminated and 10% (Ten percent) of the tendered amount shall be recovered.
 34. The individual Package ac unit shall not be out of service beyond 15 days. Failure to do so shall invite a penalty @ Rs 1000/- per day per package ac unit that is out of service.

Contractor

Executive Engineer (E)

7 CONTRACT PERIOD FOR COMPREHENSIVE AMC

- 35.** The currency of the contract shall be 24 months .
- 36.** The BSNL reserve the right to extend the contract for maximum period of six months (Three months at a time) at the same rate and conditions.

8 LIST OF ANNEXURES

<u>Sl no</u>	<u>Description of Annexure</u>	<u>Annexure</u>
01	<u>Details to be supplied before starting the work and details to be displayed at site.</u>	<u>III</u>
02	<u>Complaint register</u>	<u>IV</u>
03	<u>Actual periodical maintenance</u>	<u>V</u>

Annexure-III

<u>1</u>	<u>Name of Agency</u>	
<u>2</u>	<u>Address (of maintenance office)</u>	
<u>3</u>	<u>Person to contract</u>	
<u>4</u>	<u>Telephone Number</u>	
<u>5</u>	<u>Name of JTO[E] In charge and his contact number</u>	

- In case of fault contact please call-
1. Or 2.
- In case of no response call JTO [E] and register complaint.
- Help us to serve you better.

“SAVE ENERGY IN THE INTEREST OF YOU, BSNL AND THE NATION”

Annexure -IV
Complaint Register

Name of work-
Name of Contractor-
Agreement No.-
Name of Sub Division-
Location-

Complaint No.	Date & Time of Complaint	Site/ Location	Complaint lodged by	Nature of complaint reported	Time & Date of attending complaint vide service report no.	Cause of Fault	Dated signature of firm's representative	Dated signature of SDE/JTO	Remarks
1	2	3	4	5	6	7	8	9	10

Contractor

Executive Engineer (E)

Name of work: Comprehensive Maintenance contract for (2+1) x 7 TR HVAC Package AC Units at RMC Shillong BA : Meghalaya .

Annexure -V

Actual periodical maintenance carried out in the Month of -----

Name of Contractor-

Agreement no.-

Month-

SL no.	Site	Service	Activity as per Quarterly Plan	Date on which actual activity carried out	Result of Activity	Departmental representative	Remarks
1	2	3	4	5	6	7	8

1. Certified that we have carried out maintenance properly as per schedule of work and as per terms and condition of the agreement and testing required during the periods has been performed.

Contractor's Representative

Departmental Representative

Contractor

Executive Engineer (E)

Technical Specification for Comprehensive CMC

Part-I: Scope of work for Air –conditioning Package Units

Comprehensive Maintenance [Routine, Preventive and Breakdown] thorough out the period of contract as per the guidelines of BSNL/Engineer-In charge.

1. The contractor shall keep all the units including associated electrical connection and accessories in healthy working condition.
2. The contractor shall attend minor faults promptly and within 48 hours of reporting so as to bring the units to satisfactory working condition.
3. Service report as per Proforma enclosed shall be submitted with every bill.

Note-

4. **i) (a).** The scope of work shall be including leak testing, vacuuming , gas supplying and charging, Oil filling ,remote controller, selector switch ,Filters , Grills , Outer Body , Partition and decommissioning supply and replacement of defective components like compressor ,refrigerant piping , condenser , cooling coil ,Evaporator coil , Insulation wherever necessary fan ,fan motors ,capacitors ,relays ,connectors ,wires , thermostat, starters, indicating lamps , HRC fuses , MCBs , Metal clad plug and sockets etc. Manufactures Warranty card for replaced compressor and monthly service report are to be submitted with the bill.
5. **(b).** The Compressor replacement wherever carried out, it should be from original manufactures with initial filling of gas and oil. The firm should furnish the original invoice and Warranty card of the new compressor replaced.
6. **(c)** Refrigerant lost during the operation, oil, fan belt, and filter shall be firm's responsibility.
7. **(d)** Wherever capacitors are replaced, it shall be of metal body type only.
8. **ii).** The AC unit shall be handed over in satisfactory working condition on the completion of AMC.
9. **iii)** In order to reduce the maintenance cost, contractor is to attend minor faults then and there.
10. **iv)** Proper working of thermostat of the AC units may be ensured to reduce power consumption.

Part-I I Tasks to be performed within fifteen days

11. Following tasks should be carried out within Fifteen Days
12. A system shall be organized with the approval of the Engineer In charge so that complaints can be received and attended properly.
13. All registered shall be opened as per Proforma.
14. Shall collect information by telephone numbers of the exchange in charge, ,J.T.O.[E] ,S.D.E.[E],E.E.[E] , Fire service ,Supply company, Local hospitals ,Emergency services etc and preserve it in the maintenance office.

Part-III Maintenance Schedule to be followed Section-I Package AC Plant

Monthly-

1. Micros filter cleaning.
2. Fresh Air Filter cleaning.
3. Check electrical contacts and tighten them.
4. Check for leakage of conditioned air.
5. Check of controls.
6. Cleaning of condenser coil and Evaporator coil with water.

Quarterly-

1. Lubrication of all bearings etc.

Yearly-

1. Complete servicing of AC Package plant before onset of summer (Including change of compressor oil, cleaning of valves and condensers).

Materials-All the materials required for carrying out maintenance shall be arranged by the contractor at his own cost except replacement of package ac units as a whole including main MV panel.

Contractor

Executive Engineer (E)

SPECIAL CONDITIONS OF CONTRACT

1 General

- 1.1 The following special conditions shall be read in conjunction with general conditions of contract and amendments /correction there to. If there are any provisions in this conditions which are at variance with the provision in the above mentioned documents, the provisions in the special condition shall take precedence.
- 1.2 It is a consolidated NIT for a number of works to be executed at different sites under Assam state. However for each work a separate letter of Intent will be issued on the basis of rates accepted and a separate & independent agreement shall be drawn for each work.
- 1.3 The price shall be firm and validity of tenders shall be 90 days from the date of opening of tender.
- 1.4 The department also reserves the right to enforce curtailment in the quantities of work for any contractor (s) if the contract (s) defaults in regard to works contract execution.
- 1.5 Test Certificates, GST paid invoice/purchase bills for units, credit note for GST, shall be produced by the firms at the time of supply.
- 1.6 The Firm shall furnish all the technical catalogues and performance test certificates of the equipments offered.
- 1.7 The Firm should clearly indicate the quantum of GST component.

2. INSPECTION OF SITE AND CONTRACT DOCUMENTS

- 2.1 For the purpose of inspection of site and relevant documents the Contractor is required to contact EE (Elect) concerned who shall give reasonable facilities for inspection of the same. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before commencement of work as to the form and nature of the site, the quantities and nature of work, materials necessary for completion of the works, the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his work. No extra charges consequent on any misunderstanding or otherwise shall be allowed
- 2.2 Variation in quantities in respect of unit rated items will be governed by unit rates in the agreement. This applies to all variations ordered during the currency of the main contract regardless of the quantity of variations for any item of work not covered by the Schedule of work clause 12 of BSNLEW 8 shall apply.

3.SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before entering into the contract as the correctness and sufficiency of his offer for the work and of the rates and prices quoted in the schedule of works and items/quantities or in bills of quantities for the contract period. These rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion of works.

- 3.1 No additional conditions shall be stipulated by the tenderer.

4. Bye laws Indemnity against liabilities

- 4.1The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving / receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.
- A. The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties. License fees, damages, costs and

Contractor

Executive Engineer (E)

charges of all and every sort that may be legally incurred in respect thereof shall be borne by the contractor.

- B. All liabilities / penal recoveries on matters arising out of tax/GST/levies such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc, shall be borne by the contractor.
- C. It is contractor liability to follow all safety procedure in accordance with relevant IS amended up to date during the execution of work at site.
- D. Any alteration to original specification shall be made after mutual discussion and agreement between Department and contractor. Any price implication in this regard shall be mutually discussed and agreed upon, in terms of clause 12 of BSNL EW-8. The Clause 10CC of BSNL EW-8 form is not applicable.

5 Store and Materials

All the stores and materials required for the satisfactory completion of the work shall be arranged at 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.

6 I S Standard

The air-conditioning equipment and installation and conform to various standards amended up to date wherever applicable.

DRAWINGS TO BE SUBMITTED FOR APPROVAL

7 Completion of Work

The work shall be deemed to have been completed after completion comprehensive maintenance contract of 24 Month & then , successful handing over of entire installation in good , working & healthy condition to Engineer-in-Charge.

8..Rejection of Defective Plants

- 1. If the completed plant or any portion thereof, before it is taken over, be found defective or fails to fulfill the intent of the specifications, the contractor shall on receipt of a written notice from the Engineer-in-Charge, forthwith make good the defective plant.
- 2. Should the contractor fail to rectify the defects and or make good the defective plant within a stipulated time mentioned in the written notice or replace the plant at no extra cost, department may make good, reject and or replace at the risk and expenses of the contractor, the whole or any portion of the plant which is defective or fails to fulfill the requirements of the contract.
- 3. All equipments shall be tested as per tender specifications. Where test results indicate capacity less than specified in the equipment schedule, the contractor shall pay to the department prorate compensation against each item. No compensation shall be payable, if the short fall is 3% or less.

7..Packing, Forwarding & Storage at site

Before dispatch to site, the equipment / component / materials shall be properly packed so as to afford protection against transit damages and damages against storage in open areas either at transporter's premises or at work site. Special care shall be taken in respect of sensitive items like heat transfer surface of cooling coils, air-cooled condenser etc. When storage in open area is inevitable proper waterproof covering shall be provided to protect damages on account of rainwater etc. **However, damaged items shall be replaced as per the direction of Engineer-in-Charge.**

8..Guarantee & Defects Liability Period

- 1. The guarantee shall be valid for a period of 12 months after provisional take over. The contractor shall guarantee that all equipments shall be free from any defect due to the defective materials and bad workmanship and that the equipment shall work satisfactorily and that the performance and efficiencies of the equipments shall be not less than the guaranteed values. Any parts found defective during the guarantee period shall be replaced by the contractor without any charge whatsoever. The services of the

Contractor

Executive Engineer (E)

contractor's personnel, if requisitioned during this period for such work, shall be made available free of any cost to the dept.

2. The contractor shall depute his representative to the site within 72 hours of notification of defects by the department, in case of major defects.
3. A joint inspection report will be made by the departmental representative and representative of the firm regarding the nature of defects and remedial action required and time schedule for the rectification/remedial action.
4. In case the contractor fails to depute his representative within 72 hours of notification of defects or fails to cause remedial action within a reasonable time as decided in the joint inspection, the department may proceed to do so at the contractor's risk and expenses without prejudice to any other right.
5. Supply of consumables like refrigerant gas due to leakage, Oil etc shall be the responsibility of the firm.
6. The following aspects are, however, not covered under the purview of guarantee:
 - a) Consequential losses and damages.

9. Terms and condition of AMC shall be applicable during guarantee period including imposition of penalties except no charges for services provided under guarantee / extended guarantee shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply and ITC or AMC or from the charges due for AMC.

10.. Training of / BSNL Personnel

The contractor shall arrange to impart the training to the BSNL Personnel on the following aspects prior to provisional takeover of the plant:

- a) Operation of plant.
- b) Gas charging and pumping down of the system.
- c) Adjustments of settings for controls and protective devices.
- d) Preventive maintenance.

11.. Currency of the Contract

1. The Contract shall be valid for Fourteen months after the date of award. It will be subsequently extended for another three months as per requirements and also be extendable by mutual consent for a further period of three months.

12. Payment Terms

(I) No advance payment will be made. The payment terms for all items shall be governed as under. Stipulations like levy of interest if payment is not made in specified time are not acceptable to the BSNL.

(II) The payment shall be made as per the progress of work as per agreement.

13. Set off Clause

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

14. Increase/ Decrease of tendered quantity

- A) 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.
- B) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/contract within a period of nine months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing

Contractor

Executive Engineer (E)

**Name of work: Comprehensive Maintenance contract for (2+1) x 7 TR HVAC
Package AC Units at RMC Shillong BA : Meghalaya .**

vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

15. Important Note

“If the contractor fails to commence a work/ works of an contract the amount of the earnest money to be forfeited to the dept. will be @ 2% of the estimated cost of the individual work/ works”.

The rates awarded in the Rate Contract shall be uniformly applicable to all NFS works within Assam and NE Telecom Circles irrespective of their geographical locations and LOI may be issued in any SSA of Assam & NE Telecom Circles.

Operation of the contract is for bonafide departmental use only and is further restricted to such works as authorized by S.E.[E] O/o CGMT ,NE-1, Circle Shillongi through the DDO nominated by O/o CGMT ,NE-1, Circle Shillongi during the currency of the rate contract.

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.

**Executive Engineer [E]
BSNL Electrical Division
Shillong.**

Name of work - - Comprehensive Maintenance contract for (2+1) x 7
TR HVAC Package AC Units at RMC Shillong BA :
Meghalaya .

BHARAT SANCHAR NIGAM LIMITED
LIST OF APPROVED MAKES- BSNL ELECTRICAL WING
(AS ON 29.02.2016)

1. Engine	Ashok Leyland /Cummins/Cater pillar/KOEL/Volvo Penta Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)
2. Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3. Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi/ Exide/ Prestolite / Standard
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, Uttam/ Patson/ Rajasthan Transformer & Switchgear
6. Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7. MCCB(lcs=lcu)	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/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/Meco/ Rishabh / Universal/HPL/L&T/ABB/Yokins
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/ABB/HPL
18. MS/ PVC Conduit	ISI mark
19. Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20. HT/LT Cables	ISI mark
21. PVC insulated copper conductor wire	ISI mark
22. Centrifugal Pump	Amrut/BE/Beacon/ Batliboi /Crompton / Jyoti / Kirloskar / KSB /Mather & platt / WASP/Grundfos
23. Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24. Motors	ABB/ Bharat Bijlee / Crompton Greaves/Schneider Electric / HBB / KEC/Siemens/Jyoti Ltd
25. Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26. Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27. Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28. GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith
29. Foot Valve	ISI mark
30.Gate Valve	Advance/Audco/Johnson Controls/Zoloto /Annapurna /

**Name of work - - Comprehensive Maintenance contract for (2+1) x 7
TR HVAC Package AC Units at RMC Shillong BA :
Meghalaya .**

	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
36. Fine Filters	Anfiltra Effluent / ARW / Athlete/Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity
37. GI Sheet	HSU Jindal / National / Nippon Denro / Sail / Tata
38. Heat Detector	Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald /Honeywell Essar/Notifier
39. Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor /Wormald
40. Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald
41. Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel Elect. /Honeywell Essar/Notifier/Navin Systems
42. Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43. Fire Extinguisher	ISI mark
44. Lift	OTIS/ Kone/ Mitsubishi/ Schindler/Johnson

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 instrument/relays provided by approved make in respect of Transformer/HT Panel/DG /AC Package by approved make in respect of Transformer/HT Panel/DG /AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.
 2. Any additional makes may be approved by concerned PCEs/Sr CEs/CEs(Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07-2007.

**SECTION-III
ADDITIONAL SPECIFICATIONS**

1. The equipment offered and the work shall be carried out as per current CPWD specification for electrical works as amended from time to time and Indian electricity rules as amended up to date. The specification /conditions indicated here in under will be applicable to the extent of the details of item including schedule of work.
- 2.. The layout of the work will be given by the Engineer-in-charge or his duly authorized representative at site of work.
3. It will be responsibility of the contractor to issue of Test Report of the installation without any extra cost.
4. Excise gate pass/ GST Invoice and factory test reports shall be submitted at the time of delivery of equipment at site.
- 5.. The work shall be supervised by a qualified Supervisor.
- 6.. Rejected materials if any shall have to be removed from site immediately by the contractor at his cost and risk.
- 7.. The contractor shall submit the completion plan as per Clause 8.2, of the agreement within 30 days of the completion of work. Failing to submit the completion plan, he will be liable to pay a sum equivalent to 2.5% of the value of work subjected to the ceiling of Rs.15000/- as per the clause-8.3 of 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 to him on this account.
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 as determine by the Executive Engineer (E) then the same will be got done at his cost departmentally after giving notice to him.

Name of work - - Comprehensive Maintenance contract for (2+1) x 7
TR HVAC Package AC Units at RMC Shillong BA :
Meghalaya .

BHARAT SANCHAR NIGAM LIMITED

(A Govt. Of India Enterprise)

O/o Executive Engineer (E), BSNL Electrical,
SHILLONG.

TENDER NIT NO. : 64 /175/NIT/BSNLED/2023-24/231

dated; 07.11.2023

**Name of Work:- Comprehensive Maintenance contract for (2+1) x 7 TR HVAC
Package AC Units at RMC Shillong BA : Meghalaya .**

SCHEDULE OF WORK

Sl. No.	Item Description	Quantity	Basic Rate all inclusive but Excluding GST	Units	Amount (Excluding GST)
1	Comprehensive maintenance of (2+1) x 7TR microprocessor based Precision package AC unit (M/s UNIFLAIR , Model No TDAV0711AN001 Dt of SITC 03/04/2014) including all items as per the specifications/conditions of contract & as per the details given in relevant sections by deploying the required staff including specialized man power and by arranging required spares, refrigerant gas, tools and plant etc. to keep the AC unit & connected equipments operational upto the required standards complete as i/c periodic visits as required Note :1) Operation of AC unit is not in the scope of work . 2) Minimum Four Visits considered Annually.	24.00		Month	
2	Rechecking and minor repairing of existing (2+1)x 7 TR High Precision package AC unit i/c microprocessor based control panel for sequencing operation , control panel panel for electrical items relays and protective devices, refrigerant circuits, condensers units and motors of blower and condenser for their satisfactory working and its healthiness before taking over AC Plant for CMC .	1.00		JOBS	
3	Top up of refrigerant gas R 407 i/c checking of leakage in entire system as per site requirement , if required	5.00		Kg	
	Total Rs				
	Add CGST Rs				
	Add SGST Rs				
	Grand Total Rs				

Note:-

- 1) For deciding the lowest tenderer, the rates quoted inclusive of all taxes & duties but without GST shall be taken into consideration.
- 2) The GST shall be paid extra on actual basis and **as per their quoting and also applicable as per GST**. The agency shall submit GST Invoice with each claim of bill separately.
- 3) In case of ambiguity, between schedule and specifications, schedule shall prevail. If there is ambiguity between “schedule and specification” verses IS / BS standards, “schedule and specification” shall prevail.

Contractor

EE(E)

**Name of work - - Comprehensive Maintenance contract for (2+1) x 7
TR HVAC Package AC Units at RMC Shillong BA :
Meghalaya .**

- 4) The Bidder who submits the offer with concessional GST shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL, It should be included in the price of Goods/Services.
- 5) In case, dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount.

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 wef 1 July 2017 & further extended on more items till date.
- 2) We hereby certify that HSN/SAC correct & credit of GST for the amount are admissible as per GST laws

Contractor

**Executive Engineer [E]
BSNL Electrical Division
Shillong.**