



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of
Executive Engineer (E)
BSNL Electrical Division III,
Ground Floor, Kellys Telephone Exchange
Kellys, Chennai-10
Ph.No.044-26474545
Fax: 26476292
(An ISO 9001: 2008 Certified Unit)

TENDER DOCUMENT

Name of Work: Annual comprehensive maintenance of AFD & Alarm system in TE Adyar, Chennai

NIT No. : 196/EEE/ED-III/BSNL/CH/17-18

This tender document contains **45pages (Forty five)** pages only

(To be filled in by the Contractor)

Name of the Agency

Address

Telephone No:

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Tender Notification

NIT No. 196/EEE/ED-III/BSNL/CH/17-18

The Executive Engineer (E) BSNL ED-III Chennai, invites on behalf of Bharat Sanchar Nigam Ltd sealed item rate tenders for the following work from the contractors satisfying the under mentioned eligibility conditions,

Name of Work: Annual comprehensive maintenance of AFD & Alarm system in TE Adyar, Chennai

Eligibility criteria:

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

1. The manufacturer / authorized dealer/ OEM of any of the makes of major equipment included in the NIT. The letter of authorization from manufacturer in original/Photo copy attested by BSNL executive will be submitted.

OR

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

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

OR

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

OR

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

OR

➤ **BSNL enlisted contractors in Electrical category of respective class as per their tendering limits.**

In addition to the above, the firm shall possess the following to be eligible to participate in the tender.

The contractors shall submit and confirm

1. Registration with EPF (if applicable), GST and Income tax authorities.
2. Valid Chartered accountant's certificate and registration certificate [Enlistment in BSNL (if Applicable),] with attested copies along with application on their printed letterheads for purchase of tender.
3. List of works completed of requisite magnitude along with attested copies of certificates, Testimonials of satisfactory completion from the department concerned obtained from an officer not below the rank of Executive Engineer.
4. The tenderer shall submit the tenders in 2 sealed covers marked as cover 1st and 2nd. The 1st cover should contain the Earnest Money Deposited in the shape of Demand draft /Pay order of a Nationalized Bank or Scheduled Bank guaranteed by Reserve Bank of India drawn in favour of ~~the Accounts Officer, BSNL Electrical Division, BSNL CHENNAI TELEPHONES~~ and 2nd cover should contain the tender documents. In case 1st cover is not annexed or Earnest Money is not in proper form the 2nd cover containing tenders will not be opened at all.

Estimated cost: Rs. 65836/-

Earnest Money Deposit: Rs. 1317/-

Time for Completion: 12 months

Last Date of receipt of tender application: 13/04/2018

Last Date of Issue of Tender: 13/04/2018

Last Date & time of Submission of Tender: 17/04/2018 @ 3.00p.m

Date & time of Opening: 17/04/2018 @ 3.30p.m

In case holiday is declared on the opening day the tenders will be opened on the next working day. Conditions and tender forms can be had from the office of Executive Engineer on payment of Rs 177/- (Non-refundable).

Executive Engineer (E)
BSNL Electrical Dn III
Chennai

Name of Work: Annual comprehensive maintenance of AFD & Alarm system in TE Adyar, Chennai

Note:- Tender documents can also be downloaded from the website www.chennai.bsnl.co.in

**IMPORTANT INSTRUCTIONS TO TENDERERS DOWNLOADING THE TENDER DOCUMENT
FROM WEB SITE**

The Tenderers, who have down loaded the tenders from the web site, shall read the following important instructions carefully before quoting the rates and submitting the tender documents:-

1. The tenderer should see carefully and ensure that the tender document containing all the pages as per the index has been down loaded for making required entries. The balance pages of Standard BSNL EW 8 forms will be attached with the agreement after the award of work. The entire BSNL EW 8 clauses “together with the modification to new BSNL EW6 & EW8” are available in the web site www.chennai.bsnl.co.in in the electrical tenders section for ready reference and the contractor shall read the same and keep themselves aware of the said Clauses.
2. A clear print out of tender document shall be taken on good quality A4 size paper and the printer settings, etc., shall be such that the document is printed as appearing in the web and without any change in format, number of pages, etc., and shall also ensure that no page is missing. Only original computer print out of the document shall be used. Photocopy shall not be accepted.
3. In case of any doubt in the downloaded tender, the same shall be got clarified from the Engineer in charge calling the NIT before submission of tenders.
4. The name of the tenderer shall be filled on the relevant pages of BSNL EW 6 form etc., and all the pages shall be invariably signed and seal affixed.
5. The tenderer shall ensure that the downloaded tender document is properly stitched and sealed before submitting the document. Loose / spiral bound tenders shall not be accepted.
6. There shall be no correction / addition / alteration / omission made in the text of the downloaded tender document. If found otherwise, the same shall be treated as non-responsive and summarily rejected.
7. The tenderer shall sign the declaration enclosed before submitting the tender.
8. **Procedure for submission of tenders downloaded through website.**
 - a) The Tender shall be submitted in Two envelopes.
 - i) First envelope shall contain (if tender downloaded from WEB) tender cost in the form of Demand Drafts, EMD in the proper form , document proving fulfillment of eligibility criteria as per the tender notice. The said documents shall be self attested.
 - ii) Second Envelope shall contain duly filled tender document
9. The. First envelope containing tender fee, self attested document proving fulfillment of eligibility criteria and EMD in proper form shall be opened first
In case:-
 - iii) Tender cost is not submitted in proper form
 - iv) EMD is not in proper form
 - v) Firm fails to fulfill eligibility criteria on the basis of document submitted in the first envelope, the Second envelope shall not be opened.

10. Important Note: The Envelopes shall be clearly be superscripted on top as

ENVELOPE-1- TENDER COST/ EMD/ CREDENTIALS

ENVELOPE-2 -TENDER DOCUMENT

CONTRACTOR

ENGINEER IN CHARGE

IMPORTANT INSTRUCTIONS TO THE TENDERERS

Please note that the offers, which do not comply the following, will not be considered and will be summarily rejected. These instructions supersede the BSNL EW-8 clauses incase of any Disparity.

1. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.
2. Insurance, loading, unloading, transportation etc. should be included on works contract basis
3. No Octroi exemption certificate shall be issued by the department nor the Octroi duty paid by the contractor will be reimbursed. Hence Octroi charges shall be included in the offer.
4. The price shall be firm and fixed during the currency of the contract. No cost escalation is permitted. Clause 10CC is not applicable.
5. The Extension of time for completion of the works is governed by clause 5 of the BSNL EW8 amended from time to time.
6. No advance payments can be made. The payment is governed by the normal department practice. Stipulations like levy of interest if payment is not made in a specified time is not acceptable.
7. The firm should deposit EMD before submission of their offer. The EMD of other works refundable to ~~them~~ cannot be adjusted against this work. The firm's offer shall be liable for rejection without EMD for this particular work.

8. TAXES AND DUTIES

- (a) All rates quoted by the firm shall be inclusive of all taxes and duties including service tax, VAT, WCT etc. Octroi exemption certificate will not be issued. No Form 'C' shall be issued by BSNL.

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 contractors there-upon necessarily and properly pays such taxes/ levies the contractor shall be reimbursed the amount so paid, provided such payment, if any in the opinion of Superintending Engineer whose decision shall be final and binding is not attributable to delay in execution of work within the control of the contractor.

The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and further shall furnish such other information/documents as the Engineer-in-Charge may require.

The contractor shall within a period of 30 days of imposition of any further tax or levy pursuant to the constitution (Forty sixth amendmeant) Act, 1982, give a written notice thereof to, the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.

- (b) All statutory deductions shall be made at source and a certificate for the same shall be issued.
- (c) Registration number for GST is compulsory.
- (d) BSNL or any of its officers should not be mentioned as consignees for receipt of any material at site.
- (e) The firm shall quote the rate for each item on lump sum basis including all taxes/levies including VAT, Service Tax, WCT etc.

Note : No additional condition whatsoever will be accepted for turnover tax/ sale tax on works contract. In case of additional conditions for the payment of such claims by the contractor, the tender may be summarily rejected by the accepting authority.

10. RATES

The rates quoted shall be inclusive of all taxes and duties such as Excise Duty, Sales Tax, Entry Tax, Service Tax etc. Nothing extra shall be paid on this account. However the firm shall mention the amount of service Tax part separately. It is firm's responsibility to remit necessary taxes to statutory bodies of Government, which are not deducted at source.

11) INCREASE /DECREASE OF TENDERED QUANTITY

a) BSNL will have the right to increase or decrease upto 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 (BSNL) reserves the right to place repeat orders upto 50% of the quantity of goods and services contained in the running tender/contract within a period of 12 months from date of award of work at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

12. CURTAILMENT OF QUANTITY:-

BSNL reserves the right to enforce curtailment in the assigned quantum of work for any contractor on the

grounds of defaults/delay in regard to execution of the individual work assigned.

13) **COMPLETION OF WORK:-**

The time period will be reckoned from the 10th day after the date on which the order of commence the work issued to the contractor. The normal time of completion shall be twelve months extendable for another 6 months at the same rates

14) **EXTENSION OF TIME:-**

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

15) **PAYMENT TERMS:-**

Quarterly Payment shall be made after completion of maintenance period. With each bill, a certificate from the Contractor that maintenance has been carried out properly and testing / drills etc. required during the period have been performed in addition to a certificate as to have adhered to laws / rules/acts under various clauses shall be submitted. This certificate has to be countersigned by the JTO (E) /SDE (E) and shall be as per Proforma VI & VII.

Measurements shall book shall be recorded based on the data in logbooks, inspection report of and quarterly bills will be prepared accordingly

Note :

1. In case of unsatisfactory performance during the maintenance period penalty as per the penalty clauses shall be imposed.
2. For repeated unsatisfactory performance during the contract period penalty up to 5% of bill amount shall be imposed. Decision of Executive Engineer (E) shall be final on this account.
3. In case of a major accident / loss on account of negligence on the part of the Contractor, the contract shall be terminated and 10% of the estimate cost shall be recovered.

Contractor

Executive Engineer (E)
Electrical Division III, Chennai

UNDERTAKING REGARDING EPF PROVISIONS

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

- * I/We have employed only ----- persons in our establishment and hence the EPF and Miscellaneous provision Act, 1952 is not applicable to my /our establishment.
- * I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our registration no is ----- . We undertake to keep it valid during the currency of contract.

In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

* Strike out whichever is not applicable

(Seal of the firm)

(Dated Signature of Contractor)

UNDERTAKING TO BE FURNISHED BY THE TENDERER

UNDERTAKING A

"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 or his authorized power of attorney)

UNDERTAKING B

"I Son of
..... Resident of.....
..... hereby give an undertaking that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

(Seal of the firm)

(Dated Signature of Contractor)

Declaration by Contractor

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

This is to certify that:

- 1) I / We have submitted the tenders in the proforma as downloaded directly from the web site which are same as available in the web site and there is no change in the format, no. of pages, etc.
- 2) I / We have not made any modifications / corrections / additions etc., in the tender documents downloaded from web by me / us.
- 3) I / We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear and legible.
- 4) I / We have signed (with stamp) all the pages of tender document before submitting the same.
- 5) I / We have stitched and sealed the tender documents properly before submitting the same.
- 6) I / We have submitted the cost of the tender along with EMD in the first cover as prescribed.
- 7) I / We have read carefully and understood the 'Important instructions to contractors', 'Important instructions to tenderers downloading the tender documents from web site' and entire standard BSNL EW 6 / EW8 clauses modification to BSNL EW6 & EW8 and proforma form displayed in web site.
- 8) In case at later stage, it is noticed that there is any difference in my / our tender documents with the original documents, BSNL shall have the right to cancel the tender / work, forfeit the Earnest Money / Security Deposit, take appropriate action as per the prevailing rules in force and BSNL shall not be bound to pay any damages to me / us on this account.

Dated.....

(CONTRACTOR)
(SIGN WITH SEAL)

BSNL EW 6

(Incorporating modifications issued from time to time)

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

Electrical Division: III, Chennai

Sub-Division: ESD-Stores, Chennai.

Certified that this tender schedule Contains 45 pages only

NIT No 196/EEE/ED-III/BSNL/CH/17-18

Notice Inviting Tenders

(As per Tendering Procedure in BSNL revised up to date)

01. Tenders in the prescribed form are hereby invited on behalf of the BSNL for the work of **“ Annual comprehensive maintenance of AFD & Alarm system in TE Adyar, Chennai”**

Estimated cost: Rs. 65836/-

02. (a) Printed forms of tenders consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted, can be purchased, at the Divisional / Sub divisional office between the hours of 11.00 hrs and 16.00 hrs. Every day except on Sundays and public Holidays on payment of Rs. 177.00 in cash.

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

(c) The tender forms can also be downloaded from the website.

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

03. Tenders which should always be placed in sealed covers with the name of the work written on the envelope will be received by the Executive Engineer (Elect.) Electrical Division – III, Chennai Up to 15.00 hours on **17/4/2018** and will be opened by him in his office on the same day at 15.30 hours.

3(a) If a holiday is declared on the tender opening day, the tender will be opened on the next working day.

04. The time allowed for carrying out the work will be 12 months from the 10th day after the date of written order to commence the work.

05. Issue of tender form will be stopped one day before the date **17/4/2018** fixed for opening of tenders. Tenders will be sold on working days; no tenders will be sold after 16.00 hours.

a) Earnest Money amounting to Rs. **1317/-** only in the form of demand draft/ FDR/ BG/ CDR of a nationalized/scheduled bank guaranteed by the Reserve Bank of India, drawn in favour of ~~Accounts Officer, BSNL Electrical Division III, Chennai~~ BSNL CHENNAI TELEPHONES must accompany each tender and each tender should be in two sealed covers, one cover containing the EMD in proper form and other cover containing tender, super scribed as “Tender for the work of “ Annual comprehensive maintenance of AFD & Alarm system in TE Adyar, Chennai

The Validity period of EMD is 120 days, from the date of opening of tender. After verification of the contents of this envelope then second envelope containing the bid document shall be opened.

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

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

6 a (ii) **E-TENDERING**

The tender documents consisting of plans, specifications, schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor, whose tender may be accepted and all other relevant information / documents / drawings pertaining to the work can be downloaded for quoting the tender from our website www.chennai.bsnl.co.in.

- **Submission of tenders:-** In case the tender documents are downloaded from the internet, the bids shall be submitted as per two envelope system as described below:

The tenderer shall submit the tender in two nos. separate sealed envelopes marked as Envelope 1 and Envelope II.

The name of the work, name of tenderer, last date of receipt of tender should be mentioned on each envelope. After

verification of the contents of envelope I, then second envelope containing the bid document shall be opened. If Envelope-I is not annexed or the documents submitted in the Envelope-I are found incomplete or not in proper form against requirements as given below herein, then the Envelope-II containing price bid will not be opened at all and shall be returned to the tenderer on the spot if the tenderer is present at the time of tender opening.

The envelope-I shall contain the following:-

- i. Cost of bid documents (which shall not be refunded, even if bidder is found ineligible for issue of tender documents) in form of a separate demand draft of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India drawn in favour of A.O., BSNL, Electrical Division, BSNL CHENNAI TELEPHONES
- ii. Earnest money amounting to **Rs.1317/-** in the form of CDR/FDR/DD/BG of a nationalized/scheduled bank guaranteed by the Reserve Bank of India drawn in favour of A.O., BSNL Electrical Division, BSNL CHENNAI TELEPHONES (Proforma as per Annexure-I).
- iii. Self Attested Copy of PAN card issued by I/Tax Department.
- iv. Self Attested copy of Chartered Accountant Certificate for turnover.
- v. Self Attested copy of GST Registration Certificate.
- vi. Self attested Documents for establishing eligibility. The testimonials regarding the list of works satisfactorily completed (at least for the requisite magnitude) should be obtained from an Officer not below the rank of Executive Engineer in the organization concerned.
- vii. Self Attested copy of EPF Registration Certificate(if applicable)

The envelope-II shall contain the following:-

Bid Document with the price break up filled in numerals and in words and duly signed in all pages.

07. The tender documents consisting of plans, specifications, schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor, whose tender may be accepted and all other information/documents/drawings pertaining to the work will be open for inspection by tenderer and can be had from the Office of Executive Engineer (E), BSNL, Electrical Division III, Chennai-10 between 11.00 hours & 16.00 hours every working day except on Sundays and Public Holidays on payment of Rs. 177/- (Non refundable). The cost of tender documents deposited along with application for tender issue shall not be refunded, even if bidder is found ineligible for issue of tender documents. The firms shall submit application for issue of tender documents on its printed letter head, accompanied with Self Attested Copies of the following documents in support of fulfilling the eligibility criterion:

- a) The testimonials regarding the list of works satisfactorily completed (at least for the requisite magnitude) obtained from an Officer not below the rank of Executive Engineer in the organization concerned.
- b) Chartered Accountant Certificate for turnover with a copy of PAN card issued by Income Tax Department.
- c) Service Tax Registration Certificate
- d) EPF Registration Certificate (if applicable)

08. i) **Performance Guarantee:** The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee / CDR/FDR/DD (of a nationalized / Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge up to a maximum period of 2 weeks on written request of Contractor. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of completion of work.
ii) **Security deposit :** In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the Tendered value of the work.
09. The acceptance of a tender will rest with the Executive Engineer[E] who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.
10. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
11. The BSNL reserves itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
12. i) The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor and for partnership firm certificate will be given by all the Directors of the company.
ii) Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation

in tenders and execution of works in the different units of BSNL. The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife(daughter-in-law), Daughter(s) & daughter's husband(son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother - in-law).

iii) The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is(are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt./Corporate office for non executive employees and all SSA in a circle including circle office/Chief Eng./Chief Archt./Corporate office for executive employees (including those called as 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

"I.....Son of Shri Resident
of..... hereby certify that none of my
relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender
document. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the
absolute right to take any action as deemed fit/without any prior intimation to me".

(Seal of the firm)

(Signature of Contractor)

13. 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.

14. 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.

15. It will be obligatory on the part of the tenderer to sign each page of the Schedule of work and the tender documents for all the component parts and after the work is awarded he will have to enter into a separate agreement for each component with the officer concerned.

16. Any tender not submitted in proper manner or if it contains too many corrections, over writings of absurd rates, and absurd amount will be liable to be rejected and the BSNL will be at liberty to take such action as it may deem fit without any reference to the tenderer.

17. 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.

18, 19. Does not exist.

20. 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.

21. Unsealed tenders will be summarily rejected.

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

23. Agreement shall be drawn with the successful tenderer on prescribed form. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

24. The tenderer shall furnish a declaration to this effect (in case downloaded tender) that no addition/deletion/correction have been made in the tender document submitted and is identical to the tender

document appearing on website. Every page of downloaded tender shall be signed by the tenderer with stamp (seal) of his firm /organization.

24(a) If it is found at any stage of tender scrutiny after submission of tender that the bidder has made any correction/addition/alteration/omission in tender documents vis-à-vis tender documents available on the website / original Draft NIT in office, the bid shall be treated as non-responsive and shall be summarily rejected and the EMD deposited by the tenderer shall be forfeited in addition to any other action as per prevalent rules.

i) The conditional tender or tenders with conditional rebate shall be summarily rejected.

ii) The tenderer shall submit the original computer printout of the tender documents downloaded from the internet. Photocopy shall not be accepted.

iii) The Tender documents shall not be sent through the Courier/Post. Tender documents received through Courier/post shall not be opened / considered at all.

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.

25. 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:-

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(ii) **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)

26. ELIGIBILITY CRITERIA: - As per tender notification in page 3.

Executive Engineer (E)
Electrical Division - III. Chennai
For and on behalf of
Bharat Sanchar Nigam Limited.

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

DIVISION: BSNL ELECTRICAL DIVISION III, Chennai
SUB DIVISION: BSNL ELECTRICAL SUB DIVISION Stores, Chennai.

Tender for the work of: - Annual comprehensive maintenance of AFD & Alarm system in TE Adyar, Chennai

- (i) Issued to (contractor): _____
(ii) Tender Cost: 177/- (iii) Receipt No. _____
(iv) Date of application: _____ (v) Date of issue: _____
(vi) Signature of officer issuing the documents _____
(vii) Designation: Executive Engineer (E)

(B) (i) To be submitted by (time) 15.00 hours on (date) **17/4/2018** to The Executive Engineer (E), Electrical Division-III, No. 22, Kellys Road, Ground floor, Kellys Telephone Exchange, Chennai-600 010.

(ii) To be opened in presence of tenderers who may be present at 15.30 hours on **17/4/2018** in the office of EE (E), BSNL, ED-III, Chennai-600 010.

T E N D E R

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rates and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

2. I/We hereby tender for the execution of the work specified for BSNL within the time specified, as per 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.1317/-** is hereby forwarded in the form of Deposit at call receipt /FDR/ Bank guarantee of a Nationalized /Scheduled Bank as earnest money. If I/We, fail to commence the work specified I/We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

5. Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto 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.

1. I/we agree to furnish to BSNL Deposit at call receipt/FDR/ Bank guarantee of a Nationalized/

Scheduled Bank for an amount equal to 5% of the contract value in a standard format within two weeks from the date of issue of award letter. I/We agree to keep the performance bank guarantee valid for one year from the date of actual completion of work.

7. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

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

(Signature of contractor)

(Name & Postal address)

Seal of Contractor

Date:

Occupation of Witness

ACCEPTANCE

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

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

- a)
- b)

For & on behalf of BSNL

Dated

Executive Engineer (E)

BSNL EW 8 (Incorporating Modifications)

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), and the amount of Security Deposit to be deducted from the bills. 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 other condition of any sort, including 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 authorised 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.

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9. The memorandum of work tendered for and the schedule of materials 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 official 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.

12. 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. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work.

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

13. 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.

14A The bidder shall give the total composite price inclusive of all Central & state's levies and taxes i.e Sales-tax, purchase tax, turnover tax, service tax, works contract tax etc. or any other taxes or duties like octroi, local area development tax on materials/ labor etc. However the evaluation and comparison of respective bids shall be done on the basis of net cost to BSNL on the prices of the goods offered inclusive of duties and taxes (but –excluding CENVAT-able duties and taxes) sales ,tax, packing, forwarding ,freight and insurance charges as per existing BSNL policies.

14.B The total composite price shall comprise of unit price and all other components of price need to be individually indicated quoted against the goods/material/service ,it proposes to supply under the contract in the following manner:-

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i) The Basic Unit Price (Ex-Factory Price) of the goods /services/ materials Excise Duty, Sales Tax, Freight, Forwarding ,Packing , service tax, insurance and any other levies /charges already paid or payable by the contractor/ supplier shall be quoted separately .

ii) The liability to pay all taxes ,levies ,etc shall be of contractor and BSNL will not entertain any claim whatsoever in this respect..

14C. No confessional form except Sales Tax form 'C' for the items as specified in the schedule of

works and meant for use in BSNL, shall be provided by BSNL. Form 'C' shall be provided by the BSNL only on the specific request of the contractor."

- 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 E.D. / 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 E.D. / 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 E.D. / 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, E.D., Sales Tax, any other Duties and Taxes, Freight / Packing Charges, Service Tax etc.

15.A However, pursuant to the constitution (forty-sixth amendment) act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contractors thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of Superintending engineer (whose decision shall be final and binding) be attributable to delay in execution of work within the control of contractor.

15 B In case of statutory variation in regard to excise duty , only in respect of package AC units, EA set and Lifts . within the 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 increase. Price adjustment provision on account of change in excise duty shall not apply in respect of equipment/components of equipment/materials, other than package AC units, EA set and lifts.

15.C The contractor shall, keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of BSNL and further shall furnish such other information/ document as engineer-in-charge may require .

16 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 the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

17 BSNL shall deduct work contract tax, income tax and other statutory deductions from payments

due to the firm as per rules of the State/Central Government. The concerned Accounts Officer ~~of the concerned Division~~ shall issue certificates for such deductions to the firm.

18 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.

19. 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 along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.

20. 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.

21. 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.

22. No engineer of gazetted rank or executive of BSNL employed in engineering or administrative duties in an engineering department of the government of India/BSNL is allowed to work as a contractor for a period of two years of his retirement from government service without the previous permission of government of India/BSNL. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of government of India as foresaid, before submission of the tender or engagement in the contractor's service as the case may be.

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

a) Members of a Hindu Undivided family.

b) They are husband and wife.

a) 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).

24. 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 firm certificate will be given by the sole proprietor, for partnership firm, certificate will be given by the authorized signatory. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The format of the certificate to be given is

"I.....

Son of Sh

Resident of.....

Hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

(Seal of the firm)

(Signature of Contractor)

25. Agency has to observe all the labour rules & regulation in force. Agency shall be fully responsible for any violation observed at any time.

26. Bye laws Indemnity against liabilities

27.

- 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/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

27. 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.

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CONDITIONS OF CONTRACT

1. The 'contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the Definitions contractor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract the following expression shall, unless the context there otherwise requires have the meanings hereby respectively assigned to them:-

i) The expression 'works' or 'work' shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional

ii) The 'site' shall mean the land / Building/ or other places on into or through which work is to be executed under the contract or any alternate land, building, path or street which may be allotted or used for the purpose of carrying out the contract.

iii) The 'contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.

iv) BSNL means the Bharat Sanchar Nigam Ltd. Having its corporate office at B-148, Statesman House, Barakhamba Road, New Delhi-110001 and its successors.

v) The 'Engineer-in-charge' means the Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of BSNL as mentioned in Schedule F hereunder.

vi) Accepting Authority means the authority mentioned in Schedule 'F'.

vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from Aircraft, Acts of God such as earth quake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the accepting authority or causes solely due to use or occupation by BSNL of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to BSNL's faulty design of works.

viii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned as per Schedule 'F' hereunder ,with the amendments thereto issued up-to the date of receipt of the tender.

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ix) Tendered value means the value of the entire work as stipulated in the letter of award.

x) Market rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labor at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all over The format of the certificate to be given is

"I.....heads and profits.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa

4. The contractor shall be furnished, free of cost, one copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

5. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants equipment and transport which may be required in preparation of and for and in the full and entire execution and carried out completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

6. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise of provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

7. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

Discrepancies & adjustments of Error

7.1 In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed:-

- i) Description of Schedule of Quantities.
- ii) Particular Specification and Special condition, if any.
- iii) Drawings.
- iv) BSNL / C.P.W.D. Specifications.
- v) Indian Standard Specifications of B.I.S.

7.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

7.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

8.1 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 agencies who agree to the rates decided by BSNL in respect of 1st lowest in the following manner:-

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 other selected bidders in INVERSE RATIO of their evaluated price.
4 (four)	L1 shall be given 40%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.
5 (five)	L1 shall be given 30%. Remaining quantities to other selected bidders in INVERSE RATIO of their evaluated price.

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.

8.2 Based on the Master Agreement between BSNL and contractor individual LOI for works shall be issued by the competent authority. The individual agreement so executed containing all the terms and conditions of master agreement shall be treated as an independent agreement and any action, if required, to be taken shall be taken as per this individual contract.

8.3 In case of NIT for individual work there will be no split up of work and the entire quantity will be awarded to the lowest tenderer, if the firm has quoted as per terms and conditions of the NIT.

Signing of Contract

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

10. The agreement to be signed on non-judicial stamp paper and the cost to be decided as per the prevailing local bye-laws or zonal head of the circle.

CLAUSES OF CONTRACT

CLAUSE – 1. Performance Guarantee

1.1 i) The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guaranty/ CDR/FDR/DD (of a nationalized / Scheduled Bank in a standard form within two weeks from the ..-----

This will be followed by Standard EW 8 booklet (Printed form) Page no.16 onwards at the time of framing the agreement.

**MODIFICATIONS TO NEW BSNL EW8
(IN CASE OF SINGLE BID SYSTEM)**

S.No	Reference	Pg.no	New EW 8	To be read as
8.	Clause 7.3 of "Clauses of Contract".	22.	<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. b) 10% of prorata of the approved price breakup of contract value after successful 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>	Deleted

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

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 contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We 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)

Schedule of Quantities

Name of Work: Annual comprehensive maintenance of AFD & Alarm system in TE Adyar, Chennai

SI No	HSN / SAC Code	Description of item	Quantity	Unit	Rate per Unit excluding GST	Amount excluding GST	CGST		SGST		IGST		Total Amount including GST
							%	Amount	%	Amount	%	Amount	
1	2	3	4	5	6	7 = (4 x 6)	8	9 = (7 x 8)	10	11 = (7 x 10)	12	13 = (7 x 12)	14 = (7 + 9 + 11 + 13)
1		Comprehensive maintenance of automatic fire detection and alarm system provided in TE Building Adyar comprising of fire alarm panels/detectors/hooters/MCPs/Response indicators/ Cabling and allied items i/c attending to minor faults/ replacements of faulty components/detectors and conduct of periodical checks as per specifications complete as required.	12months	month									
2		Conducting fire drill i/c arranging required tools and plant, manpower, coordination with fire brigade etc complete as required.	1Job	Job									
		TOTAL AMOUNT EXCLUDING GST											
		TOTAL AMOUNT INCLUDING GST											
		TOTAL AMOUNT EXCLUDING GST IN WORDS _____											

CONTRACTOR

EXECUTIVE ENGINEER(E),ED-III/CHENNAI

IMPORTANT NOTES:-

1	The firm shall be responsible to ensure that GST shown in the above columns is correct & Input Tax Credit for the amount shown above is admissible as per GST Act as amended up to date".
2	Invoice /Bill should be pre-printed as per the GST format.
3	The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST
4	The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the terms as specified in the scope of work.
5	No advance payments can be made. Stipulations like levy of interest if payment is not made in a specified time are also not acceptable and the payment is governed by the normal BSNL practice.

WORK SPECIFICATIONS

A. GENERAL

1.0 SCOPE OF MAINTENANCE

- 1.1 Maintenance of services in the Technical/ Administrative/ Residential Building(s) as applicable in this contract means that all Services included in the schedule of work are kept in healthy clean and working condition. Specific details of maintenance activities required with regard to each service are detailed under sections pertaining to those service/technical specifications.
- 1.2 Maintenance shall be carried out as per instructions contained herein. However all other forms & instructions to be used shall be as per works instructions / forms & checklists etc., issued by from time to time. Wherever the term maintenance appears in the technical specification, it refers to the service for which comprehensive maintenance is undertaken unless otherwise specified. However the services under operation shall be generally maintained clean.
- 1.3 For the installation where the operation is not carried out round the clock, the firm shall ensure that the installation/inventory under maintenance is intact and any discrepancy/theft are reported immediately to JTO(E)/SDE(E)/ any other authorities concerned with maintenance
- 1.4 After the contract period is over the installation has to be duly handed over to the new agency along with the record of test results of equipments & associated items. Under supervision of SDE (E)/JTO (E) in charge. However installation is to be taken over by the new agency for maintenance within 15 days of award of work.

2.0 METHODOLOGY

- 2.1 It is presumed that contractor will provide minimum qualified staff at the site, which will be adequate to perform routine maintenance functions.
- 2.2 In case of faults beyond the capacity of the staff provided as above, contractor shall immediately provide extra-specialized work force so as to attend to the fault in minimum reasonable time without any extra cost.
- 2.3 At the start of work, firm shall prepare an inventory of service under maintenance jointly with J.T.O (E)/SDE (E), concerned.
- 2.4 Before start of the work complete equipments/services under scope of maintenance shall be thoroughly examined by the agency jointly with SDE(E)/JTO(E) concerned. All Defects/discrepancies should be brought to the notice of the SDE(E)/JTO(E) in writing within first 15 days of award of work. Defects/discrepancies agreed upon by BSNL shall be got attended by the outgoing agency before handing over the site to the new agency. If the outgoing agency fails to correct the defects/discrepancies within 15 days, the same shall be got done by BSNL at the risk and cost of the outgoing agency.
- 2.5 However any defect pointed out beyond 15 days, the agency is responsible for attending to the defects/discrepancies. Where the maintenance is taken over, for the first time, the defects / discrepancies shall be got attended by BSNL.
- 2.6 A complaint / fault Register as per **annexure- IV** shall be kept up-to-date at site by the firm and the same shall be available for checking & verification, wherever operation is also carried.
- 2.7 If during the period of contract, any of the items related to the services covered under the scope of work are added/ altered, all inclusive comprehensive maintenance of the same shall be done by the firm, and the rates will be regularized as per Clause -12 of EW 8. However in case of deletion of any items similar recovery shall be made from the bill of the contractor.

2.8 The details in the **annexure III** are approximate to give an idea of services to be maintained. Any variation on higher or lower side shall deem to be included at the initial take over. However the renderers are advised to inspect the site (s) and make them acquainted before quoting.

3.0 MAINTENANCE PERSONNEL

Service	Type	Skill requirements	No. of personnel	To be based at
<i>Maintenance of fire detection system.</i>	<i>Skilled</i>	<i>Min. 10th Pass with atleast 2 years experience in the field</i>	<i>Sufficient personnel as per approved maintenance schedule of activity</i>	<i>Contractor's maintenance office with dedicated contact numbers.</i>

3.1 The services of the maintenance staff has to be available round the clock throughout the year even on holidays.

3.2 Agency shall issue identity cards to the workers and a list of personnel employed together with the copies of such identity cards should be submitted to SDE(E)/JTO(E) concerned. Since the staff are being deputed to vital government installation, the agency shall take necessary steps to verify the antecedents of the staff being deputed to BSNL installation. Any lapse in this regard on the part of the contractor shall result in suitable action as per law.

3.3 The workers engaged by firm should maintain proper discipline and good behavior with occupants. The firm shall remove such workers from the site whose behavior is found improper. Engineer – in – Charge’s decision shall be final and binding.

3.4 Provision of Supervisor shall also be made as per standard form of contract (PWD8) which forms the part of this contract.

3.5 The firm and their personnel shall also co-ordinate, operate and feed information on automatic data collection services/automation devices that will be introduced by BSNL at any date during the tenor of contract.

4.0 MATERIALS AND TOOLS & PLANTS

(A) Material 4.1 Wherever the scope of work includes comprehensive maintenance, such services, as per inventory shall be maintained on comprehensive basis i.e. no material will be supplied by the Department. The inventory shall be from BSNL approved make wherever applicable. Only replacement of major equipments as specified in Part-IV of relevant sections under technical specification which is required to be replaced as a whole after due scrapping shall be the responsibility of the BSNL. Till such time firm has to maintain the life expired equipment.

4.2 Contractor shall comply with any inclusion/exclusion in the above items and/or their quantity depending upon site requirements. The decision of the Engineer in charge shall be final in this regard.

4.3 The replacement of material shall be with the same rating and make as that of the original. The firm may also replace an item with energy efficient item wherever the same is available on intimation to JTO (E). However, in case of non-availability of a particular make, Engineer-in-charge will approve the alternate make.

4.4. Dismantled and unserviceable items for which a replacement is supplied, shall be removed from the site under intimation to the JTO(E).

4.5 .All materials shall be of approved make, model and capacity and shall be matching to the system.

4.6 Supplier Invoice/Bill / Purchase particulars shall be produced in case of all major items such as compressor etc. as a proof of genuineness. For replacement compressor, the firm shall produce necessary documentary proof. Obsolete items not available in market can be repaired and re used. However efficiency of compressor shall be ensured to avoid penalty under relevant clauses.

4.7 The contractor shall maintain minimum inventories with them in addition to items/spares mentioned under specifications as section 4.1 above. However the items/ spares which are not relevant to particular site need not be maintained. These items shall be kept in a lockable trunk box made of non combustible material and storage location shall be arranged by SDE(E)/JTO(E).

(B) TOOLS & PLANTS:

4.8. All tools and plants, testing & safety equipments required for carrying out various tasks relevant to maintenance have to be arranged by firm at its own cost.

4.9 As and when needed for inspection, the agency shall arrange for necessary and needed tools and plant at the site of work.

4.10 The firm shall also coordinate with the JTO (E) / SDE (E) for carrying out tests at site with respect to AC units.

4.11 The Firm/Contractor will provide the workers with necessary Testing and Safety Equipment.

Note:-1.The safety of stocking/ storing arrangement of minimum inventory and T&P shall be the responsibility of the firm.

5.0 COMMERCIAL.

5.1 The tender must obtain himself on his own expenses, all the information necessary for the purpose of tendering, inspect the site and acquaint himself with all the local conditions, means of access to work and nature of work etc. No claim shall be entertained on this account.

5.2 Payment shall be made on **quarterly basis** after completion of maintenance period and on submission of bill in printed letter head together with requisite certificate and documents as per Clause 14 of Important instructions to Contractors and **annexure – VI & VII**.

5.3 The rates quoted must be full & final. Nothing extra is payable other than quoted rates. Clause10-CC shall not be applicable for this account.

6.0 DAMAGES TO BSNL INSTALLATION:

6.1 Any damage to the installation(s)/building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm/contractor & shall be replaced/rectified by the firm without any extra cost.

6.2 Any accident or damage during maintenance/operation will be the responsibility of the firm/contractor & the Department will not entertain any claim, compensation, penalty etc. on this account or on account of non observance of any other requirement of law relevant to his work.

7.0 CURRENCY OF CONTRACT:

- 7.1 The currency of contract shall be 12 months. The Department reserves the right to terminate the contract by giving show cause notice of one-month duration at any time during the currency of the contract.
- 7.2 The Department reserves the right to extend the contract for a maximum period of six months (three months at a time) at the same rates & conditions, without the consent of the firm and beyond this period with mutual consent.

8.0 TERMINATION OF CONTRACT:

- 8.1 Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm, failure to attend breakdown, disobedience and abandoning the site etc. In such a case, Full Performance Guarantee shall be forfeited to BSNL. The decision of Superintending Engineer (E) in this regard shall be final and binding.
- 8.2 Right is reserved by BSNL for closure of the contract at any time by giving one month's notice for reasons not attributed to the Contractor. The decision of Executive Engineer shall be final and binding on the contractor for closure of contract and for which BSNL shall not entertain any claim.

9 PENALTY FOR DEFICIENCY IN SERVICE:

In case contractor fails to comply with preventive/ periodical maintenance schedules, penalty of 25% of one month's bill amount shall be imposed. However for genuine reasons, which is beyond the scope of the contractor such as immediate non availability of particular spare due to discontinuance of model etc, the firm shall represent the specific case in writing seeking additional time with due reasons and possible time of completion against which the EE(E) shall sanction/approve additional time as required.

2. In case of a major accident/loss on account of negligence on the part of the contractor, the contract shall be terminated and 10% of the estimated cost shall be recovered. Decision of Executive Engineer (E) shall be final and binding on the contractor.

3. If the performance is found to be unsatisfactory (Such as non-recording of data, failure to carry out periodical maintenance in time, etc., penalty upto 25% of one month's bill for that service for that site shall be recovered.

6. Repair etc. of faulty equipment for which comprehensive maintenance is included, if not done by the firm, will be got done at the risk & cost of firm, beyond 7 days of continuing failure(over and above the day's allowable as per above penalty clause table), without further notice. The decision of EE (E) shall be final in this regard.

7. Notwithstanding the compensation clause described above, BSNL reserves the right to take necessary steps for repairs as applicable at the risk and cost of the contractor within a day's notice or as decided by the E-in-C, depending upon the graveness of the situation attributed to the contractor. BSNL also reserves the right to carryout scheduled mtce activity, if not done the main form, at is risk & cost.

8. Executive Engineer(E) reserves the right to accept for delays due to reasons such as non availability of suitable replacement and such other causes which beyond the possible efforts of the firm Penalty for d

1) GENERAL CONDITIONS:

- 1.1. The contractor has to keep all the equipments in optimum working conditions.
- 1.2. Dates of maintenance and or breakdown calls shall be recorded in the relevant cards/registers
- 1.3. Contractor shall have a round the clock communication landline/ Mobile telephone number at Chennai. A complaint register shall be maintained as per annexure - IV. Disposal of complaint shall be recorded and monthly report shall be submitted to the SDE (E) concerned.
- 1.4. The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained.

- 1.5. The contractor agrees that he shall at all times indemnify BSNL against all claims for compensation under the provisions of any law for the time being in force or in respect of any person employed by it in carrying out the contract. Further, such staff has no right to claim employment in BSNL.
- 1.6. The Contractor will provide the workers with necessary T & P, Testing & safety equipments.
- 1.7. Contractor has to observe all the labour rules and regulations in force & BSNL shall not be liable for any default
- 1.8. Firm is responsible to keep workable spares and consumables for due performance of the contract. For critical spare parts, firm shall have arrangement with dealers for prompt supply..
- 1.9. The material used/replaced by the firm for the work shall have same specification. Alternate Make shall be allowed only after prior approval of the Engineer-in-Charge.
- 1.10. As fire detection alarm and fighting services are essential and of critical nature, the firm will ensure that the labourers engaged are well trained to take responsibility and initial steps under emergency situation.
- 1.11. In case of Emergency, contractor and/or his authorized engineer or supervisor shall be available at site on short notice from Engineer-in-charge and make all efforts to make the situation normal at the earliest

DOCUMENTS TO BE MAINTAINED AT SITE/MAINTENANCE OFFICE

The contractor shall maintain following documents,

- A complaint / fault register as per format given in annexure- IV.
- The **periodical service/fault report booklet for the sysem shall be be kept at conspicuous location as desired by the user[As per Annexure V]**. The firm shall record all major breakdown maintenance carried out by the firm like rewinding of motor / replacement of compressor done, if any etc.

TEST CHECK BY THE FIELD ENGINEERS:

- ✓ For the purpose of assessing the quality of service rendered by the firm against the above contract, the EE, SDE & JTO shall carryout inspection & test checks of the service/work under the contract periodically.
- ✓ During these test checks they shall record any deficiency in the work. As per the principle of sampling, if service during sample test check is not found to be satisfactory, then penalty shall be imposed on the contractor as per the penalty clause no. 9.

13.0 Guarantee and Defect Liability

13.1 The guarantee for replaced components / equipments shall be valid for twelve months after successful commissioning. The contractor shall guarantee that all replaced components / equipments are free from any defects and also the equipments work with satisfactory performance.

13.2 Any part found defective during Guarantee period shall be replaced free of cost by the contractor. The service of the contractor's personnel, if required during this period shall be made available free of cost to the BSNL.

13.3 In case the contractor fails to depute his representative to attend the fault within the time frame stipulated in various clauses or fails to cause remedial measure within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the contractor's risk and expenses and without prejudice to any right of the BSNL to recover such expenses.

14. List of Annexures

SL NO	Description of Annexure	Annexure
1.	Model Form Of Bank Guarantee	I
2.	Performance Security Guarantee Bond	II
3.	Size Of Services To Be Maintained	III
4.	Complaint cum Fault Register	IV
5.	Format for testing fire detectionsystem	(Annexure V)
6.	Format of 'Abstract of actual periodical maintenance carried out in the quarter ending _____'	VI
7.	Certificate to be submitted along with each bill	VII

ANNEXURE-III

SIZE OF SERVICES TO BE MAINTAINED

AFD AND ALARM SYSTEM

Location	TE Building Adyar
No. of floors AFD provided	Ground G+2 floors of Technical bldg and G+3floors of non technical bldg.
Type of components used	Both conventional and microprocessor based fire alarm panels, Detectors of ISD, PED and Heat sensor types, Manual call points, Response indicator, Hooters and repeater panel.

(The Details in this section are approximate to give an idea of services to be maintained. Any variation on higher or lower side shall deem to be included. However the renderers are advised to inspect the site(s) and make themselves acquainted before quoting)

DETAILS TO BE SUPPLIED BEFORE STARTING WORK WITHIN 15 DAYS

a) The following information to be be SUPPLIED WITHIN 15 DAYS of start of work. .

1.	Name of the Agency	
2.	Address (of maintenance office)	
3.	Person to contact	
4.	Telephone No.	

b) Details of staff to be deputed at site: To be furnished to JTO (E) along with qualification and intimation letter to Police on antecedents.

Sl.no.	Name & Address	Designation
1.		
2.		
3.		
4.		

c) Test details of the equipments taken over for maintenance and defects discrepancies noticed if any.

ANNEXURE – IV

COMPLAINT / FAULT REGISTER

The following information shall be pasted in front cover of the register

Name of work:

Name of contractor:

Agreement No:

Name of Sub-Division:

Station/Exchange/Bldg:

Register Format:

Complaint No. (1)	Date & Time of complaint (FAULT) (2)	Location of fault.	Complaint Lodged by / FAULT Observed by (3)	Nature of complaint reported / Fault Observed (4)	Time & Date of attending complaint / Fault vide service report no. (6)	Proposed action to avoid future complaint / Fault (5)	Dated Signature of Firm's Representative (7)	Test Check by SDE/JTO with date (8)	Remarks (9)

FORMAT OF TEST REPORT FOR FIRE DETECTION SYSTEM :

Test report of Automatic Fire Detection and Fire Alarm system for.....at.....

(1) Supplied and Installed by :-

(2) Maintained by :-

(a) Operation & Comprehensive maintenance :

(3) Agreement nos. :-

(a) Operation & Comprehensive maintenance :

(4) Name of testing :- Testing Of Fire Detection & alarm system

(5) Date of testing :-

(6) In presence of following :

	Name	Designation
(1)		

(2)

(3)

The testing of the above installation has been carried out and the results are stated below. The inventory of the installation has been attached.

(A) Whether the MCP and LCP have the following supervisory facilities and are healthy and good working condition: -

M.C.P.

L.C.P.

- i) Open Circuits
- ii) Short Circuits
- iii) Reset Push Button
- iv) Alarm Acknowledge
- v) Lamp Test Push Button

Whether each control panel has the following facilities and are healthy and good working condition:

- i) Fire Test
- ii) Normal / Zone Isolation
- iii) Alarm Test

Fault Trouble test.

(C) Check of Earthing: -

- i) Main Control Panel
- ii) Local Control Panel

(D) Check of Main Power Supply: -

i) Check of fuses.

(E) Check of Battery: -

M.C.P.

L.C.P.

i) Location of Battery

ii) Condition of Battery

iii) Check of Fuses

iv) Voltage

v) Specific Gravity

vi) Automatic Change over of the
System on Battery, in case of
Mains Failure.

vii) Remarks.

(F) Check of Open, Short, and Isolation of Detectors.

(G) Check of Operation / Activation of Detectors.

(H) Check of Manual Call Points (Pill Box).

(I) Functional Test of Control Panel & P. A. System.

(J) Check of alarms :

AUDIO

VISUAL

i) Mains Failure

ii) Open Circuit

iii) Short Circuit

iv) Close Circuit

v) Fuse Blown

vi) Low Voltage

vii) Reverse Polarity

viii) Remarks: -

(K) DEFECTS / DISCREPANCIES:

(L) CONCLUSION: -

Contractor's representative

Departmental Representative

ANNEXURE – VI

(To be submitted by the contractor along with the quarterly bill claim)

ABSTRACT OF ACTUAL PERIODICAL MAINTENANCE CARRIED OUT IN THE QUARTER ENDING _____

Name of contractor: _____.

Agreement No. : _____.

Month:

I. MONTHLY ACTIVITY:(Tick /fill relevant coloumn)

MONTHLY MAINTENANCE ACTIVITY	DONE FOR ALL THE DAYS	NOT DONE FOR _____ MONTHS
------------------------------	-----------------------	---------------------------

II. BIENNIAL ACTIVITY:(Tick /fill relevant coloumn)

BIENNIAL MAINTENANCE ACTIVITY	DONE	NOT DONE
-------------------------------	------	----------

III. ANNUAL ACTIVITY:(Tick /fill relevant coloumn)

YEARLY MAINTENANCE ACTIVITY	DONE	NOT DONE
-----------------------------	------	----------

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/drills etc. required during the period has been performed.

Contractor/ authorized representative

counter signed by

JTO(E)/ SDE(E)

ANNEXURE - VII

CERTIFICATE TO BE SUBMITTED ALONG WITH EACH BILL

1. CERTIFIED THAT WE HAVE CARRIED OUT THE SCHEDULED AND MAINTENANCE COVERED IN THE ABOVE CONTRACT SATISFACTORILY AND THE SERVICES HAVE BEEN UNDER SATISFACTORY WORKING CONDITION EXCEPT THE FOLLOWING DUE TO THE REASONS MENTIONED AGAINST THE RESPECTIVE ITEM:

Sl.No	ITEM/SERVICES	REASONS FOR NON CARRYING OUT

2. CERTIFIED THAT REQUIRED INVENTORY HAS BEEN REPLENISHED BY US.
3. CERTIFIED THAT EPF FOR THE EMPLOYEES ARE REMITTED WHEREVER APPLICABLE.
4. CERTIFIED THAT WE HAVE COMPLIED WITH PROVISIONS OF MINIMUM WAGES ACT 1948.

SIGNATURE OF CONTRACTOR

Counter signed by:

JTO (E)/SDE (E)

TECHNICAL SPECIFICATIONS

PART I: SCOPE OF WORK

FIRE DETECTION SYSTEM:

1. The contractor shall keep all the systems including associated electrical connections and accessories in clean and healthy working condition.
2. The contractor shall attend to faults promptly and within 48 hours of reporting as to bring back the system to satisfactory working condition and make entry in suitable registers for future reference.
3. Carrying out maintenance tasks as per maintenance schedule proforma. Record of the same shall be available for inspection.
4. Only replacement of complete installation which is required to be replaced as the whole shall be the responsibility of the department. In case there is general deterioration in the sensitivity of detector, then the firm shall take up this issue separately in writing with the Engineer in charge, indicating the response time of the detectors etc. Based on this BSNL shall take suitable action for continuing with/scrapping or replacement of the detectors. Till such time, the contractor shall keep the system in healthy condition and no material shall be issued by the department.
5. Operate Fire Fighting system when required and organize First Aid level fire fighting operations in case of fire.
6. Ensure the fire fighting system is ever ready to meet the emergency requirement.

PART II: TASKS TO BE PERFORMED WITHIN 15 DAYS

Following tasks should be carried out within 15 days.

- 1) Enquiry office shall be established and system shall be organized with the approval of Engineer-in-charge so that complaints can be received and attended properly.
- 2) All maintenance documents/ registers shall be opened as per proforma.
- 3) The agency will familiarize with the installation and inspect the complete system and understand the requirements of installation. Any other relevant aspect which will come in the way of maintenance shall also be brought to the notice of Engineer in Charge.
- 4) Shall carry out tests as per test schedule before taking over the maintenance.
- 5) Upon successful taking over of the maintenance the agency will be responsible for the equipment and hand over the installation to the new agency in healthy condition after completion of the maintenance. In case the same agency continues for AMC, the agency will carry out these activities as per the prescribed maintenance schedule and will be responsible for rectification of defects and replacements of parts..
- 6) Prepare an inventory of materials/tools to be kept at site or to be in possession of the maintenance personnel, for prompt maintenance in consultation with Engineer-in-charge. Materials for all the services are to be considered. A tentative requirement of materials that are to be possessed with the
- 7) Shall collect information like the telephone numbers of the Exchange in charge, JTO(E), SDE(E), EE(E), Fire service, Supply Company, Local Hospitals, Emergency Services etc. and preserve it in the maintenance office.

- 8) Shall intimate the BSNL the list of staff to be employed at the site of work with all relevant particulars.
- 9) Identify person(s) for firefighting system maintenance and operation. Familiarize them with the system and its working and ensure that they will be able to operate it when required.
- 10) Ensure that maintenance staff can operate fire extinguishers.
- 11) Educate maintenance personnel regarding steps to be taken in case of fire.

Part III – MAINTENANCE SCHEDULE TO BE FOLLOWED

1. Fire detection system

- a) Check working of F/D system from the control panel on daily basis.

Detectors to be cleaned every three months from the out side and once a year with blower. This activity is to be carried out on continuous basis so that turn of each detector comes every months/year.

Testing on zones in such a manner that every zone is tested at least once in 3 months.

Note: The methodology to be worked out in consultation with Maintenance in charge as the same may vary according to number of detectors / zones. Proper record to be kept for monitoring. Defects have to be removed on PRIORITY basis.

The firm has to demonstrate to the Maintenance-in-charge proper working of the entire fire detection system once a month. Deficiencies if any noticed during demonstration shall be attended within a weeks' time.

In case of fire alarm it is expected that the maintenance person has to immediately rush to the trouble spot and also inform building in charge/fire Department. He should also take 'first aid' steps depending upon situation Specific details for first and steps to be worked out in consultation with maintenance in charge and kept on record.

In case of persistent problem or if required by the Engineer-in-charge arrange on inspecting by an expert in the fire detection system for identifying defects and solutions.

PART IV MATERIALS

All the materials required for carrying out routine maintenance with the exception of following shall be arranged by the contractor at his own cost.

1. Replacement of complete fire alarm panel, fire pump, diesel engine, control panel, NOTE: - The replacement of material shall be with the same rating and make as that of the original. However, in case of non-availability of a particular make, the Engineer-in-charge will approve the alternate make.

BSNL APPROVED MAKES

S. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 40 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 20 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / 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) a) Above 400 KVA	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar / Siemens
	b) Up to 400 KVA	In addition to above makes, Uttam/Automatic Electric Gear(AEG)/Patson/Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(lcs=Icu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/ HPL/Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Mecos / Rishabh / Universal/HPL/L&T/ABB
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal)/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/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 / 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

Note: Makes not mentioned above, but has been approved by BSNL HQ till the date of call of this tender shall also taken as approved make.

EXEUCTIVE ENGINEER(E)