



Bharat Sanchar Nigam Limited

(Electrical Wing)

O/o The Executive Engineer (E)
BSNL Electrical Division-III

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E-TENDER DOCUMENT

**Name of work: SITC of 43 Nos 1.5 TR Window AC units for various GSM sites
under Electrical Division-I & III, Chennai**

NIT No: 79 / EEE/ED-III/CH/2017-18

This tender document contains 31 pages (Thirty one)pages only

For E Tender Help Desk of M/s ITI Limited.Tel.No.011 49424365; or Shri. Dinesh , (Mobile:
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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF NIT AND TO BE POSTED ON WEBSITE**

The Executive Engineer (Elect), BSNL, **Electrical Division-III, Chennai** on behalf of the CMD, Bharat Sanchar Nigam Limited, invites online Item rate bids from eligible bidders in Single bid system for the following work:

1	Name of work	SITC of 43 Nos 1.5 TR Window AC units for various GSM sites under Electrical Divn-I & III, Chennai
2	Estimated cost put to tender	Rs. 10,64,818/-
3	Earnest Money	Rs.21,296 /-
4	Period of completion	Two months
5	Tender Fee(Non-refundable)	Rs 500/- +18% GST=Rs 590/-
6	Last date & time for downloading of tender document by bidder	Up to 14:55 Hrs. on 11-09-2017
7	Last date & time for online submission of tender	Up to 15:00 Hrs. on 11-09-2017
8	Last date & time for submission of original EMD& Tender cost	Up to 15:00 Hrs. on 11-09-2017
9	Date and time for opening of tender	15:30 Hrs. on 11-09-2017
8	E-tender Processing fee (Non-refundable)	0.05% of estimate cost subject to the minimum of Rs.500/- and Maximum of Rs. 5000/- plus GST as applicable.

ELIGIBILITY CRITERIA

The bidders satisfying the following conditions:

1. Average annual turnover during the last 3 years, ending 31st March, 2017, should be at least 30% of the estimated cost put to tender.

AND

2. Original Manufacturer of 1.5 TR Window type AC units of one of the makes specified in the schedule of Quantities.

OR

3. The dealer authorized by the original manufacturer of 1.5 TR Window type AC units of one of the makes specified in the schedule of Quantities. The letter of Authorization in Original from the manufacturer has to be produced by the dealer.

IMPORTANT NOTE:

1. The self-attested copies of the following documents shall be scanned and uploaded to the e-tendering website within the period of tender submission. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have scanned and uploaded the following documents (and whose uploaded documents are found to be in order), otherwise the bid will not be opened and shall lead to disqualification.
 - a. Tender Fee in the prescribed format
 - b. EMD in the prescribed format
 - c. Certificate of Financial Turnover from Chartered Accountant if applicable
 - d. Documents fulfilling Eligibility criteria (Please note that in case the bidder is authorised by the manufacturer, the original authorisation letter is to be scanned and uploaded)
 - e. ~~Enlistment certificate issued by BSNL if applicable~~
 - f. ~~Electrical license issued by TN Govt. if applicable~~
 - g. GST Registration Number details
 - h. PAN Card
 - i. EPF and ESI Registration certificate (if applicable)
 - j. Undertaking to abide by EW-6 and EW-8 (Form 'A')
 - k. Undertaking regarding EPF and ESI provisions (Form 'B')
 - l. ~~Certificate of work experience issued by client department (Form 'C') if applicable~~
 - m. Undertaking regarding No Near relative working certificate (Form 'D')

Not uploading the above documents, (even if the documents are submitted physically) shall lead to disqualification.

2. The Physical Tender Fee, EMD, and if applicable the original authorisation letter by the manufacturer, (the scanned copies of which are uploaded) shall be deposited in the tender box available in the office of tender opening authority, by all the bidders before 3:00 PM on the tender opening date, failing which the tender shall not be opened.

BSNL EW-6
Bharat Sanchar Nigam Limited
Electrical Wing

Electrical Division: **ED-III, Chennai.**

Sub Division:

1. Item rate tenders on single bid system are invited on behalf of CMD, BSNL for the work **"SITC of 43 Nos 1.5 TR Window AC units for various GSM sites under Electrical Divn-I & III, Chennai."** from the eligible bidders as per NIT notification. The enlistment of the bidders should be valid on the opening date of tender. In case the date of opening of tender is extended, the enlistment of bidder should be valid on the original date of opening of tender.
2. Intending bidder is eligible to submit the bid provided that he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority as per the eligibility conditions mentioned in the NIT notification page.
3. The work is estimated to cost **Rs.10,64,818/-** .
4. Agreement shall be drawn with the successful bidder on prescribed form as amended up to the date of opening of tender. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
5. The validity of Rate contract will be 6 months from the date of award of rate contract and the time allowed for carrying out the work will be one month for individual agreement from the 10th day after the date of written order to commence the work.
6. The site for the work is available / or the site for the works shall be made available in parts. The successful bidder shall execute the work in coordination with other agencies working in the campus.
7. The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/BSNL at free of cost. The BSNL EW-8 document can be seen from the web site www.chennai.bsnl.co.in at free of cost.
8. After submission of the bid, the bidder can re-submit revised bid any number of times but before last time and date of submission of tender as notified. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
9. The Tender Fee **Rs.500/-+18% GST** in the form of Demand Draft issued by the Nationalized / Scheduled bank authorized by the Reserve Bank of India, drawn in favour of **BSNL, CHENNAI TELPHONES** payable at **CHENNAI** shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the tender cost in the form of DD shall be **60 days** from the date of opening.
10. The Earnest money deposit (EMD)for **Rs.21,296/-**in the form of Demand Draft / FDR / BG (BG is only for Air Conditioning, Diesel Engine Alternator, Lifts, and Sub Station works wherever the amount of EMD is more than Rs.20,000)/ CDR of a nationalized / scheduled bank authorized by the Reserve Bank of India, drawn in favour of **BSNL, CHENNAI**

TELEPHONES payable at CHENNAI shall be scanned & uploaded in the e-tendering website within the period of tender submission. The validity of the EMD in the form of DD shall be **60 days** from the date of opening. If the EMD is in the form of CDR/FDR/BG, the validity shall be **180 days** from the date of opening. In case of L1 bidder, the validity of CDR/FDR/BG is to be extended up to the observation period as that of the Performance guarantee / Security deposit. Exemption from payment of Tender Fee, Earnest Money and Security Deposit by any other unit/ department shall not hold good for BSNL.

11. Interested bidder who wishes to participate in the bid shall pay the e-tender processing fee to M/s. ITI Limited through their e-gateway by credit/debit card/ internet banking/ RTGS/NEFT facility.
12. All the documents as specified in the tender document shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
13. The last date for online submission of bid is **11 .09.2017 up to 3:00 PM** and the bid submitted shall be opened at **03:30 PM on the same day**. If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
14. The e-Tender processing fee and tender cost are non-refundable
15. **Performance Guarantee:** The bidder 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 acceptance letter. This period can be further extended by the Engineer-in-charge up to a maximum period of two weeks on written request of Bidder. The validity period of the performance security in the form of performance bank guarantee shall be: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works. **In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the bidder will not be allowed to participate in the re tendering for the same work.**
16. **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 contract value of the work. **The security deposit shall be released after an observation period as follows: Three Months from the date of actual completion of work, for AMC works; and One year from the date of actual completion of work for all other works.**
17. In case any discrepancy is noticed in the documents as uploaded at the time of submission of the bid online, then the bid submitted shall become invalid and the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the bidder shall not be allowed to participate in the retendering process of the work.
18. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to

have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the BSNL and local conditions and other factors having a bearing on the execution of the work.

19. The competent authority on behalf of the CMD does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected. The competent authority on behalf of CMD reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
20. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
21. Agreement shall be drawn with the successful bidder on prescribed form. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
22. The bidder should give a certificate as per the following that none of his/her relative is employed in BSNL units as per **Form 'D'**. 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.
 - a. 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:
 - i. Members of a Hindu Undivided family.
 - ii. They are husband and wife.
 - iii. 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).
 - b. 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 bidder 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.

- c. 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 bidder 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 bidders service.
23. The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the BSNL, then the BSNL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
 24. 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 **Form 'B'**.
 25. **Extension of Validity of tender:** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request the bidder 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.
 26. 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.
 27. This notice inviting tender shall form a part of the contract document. The successful bidder, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender, subsequent amendments issued and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Standard BSNL EW-8 form

General Instructions to the Bidders

1. The intending bidder must read the terms and conditions of BSNL-EW 6 carefully. He should only submit his bid, if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
4. Those bidders not registered on the website mentioned above, are required to get registered themselves beforehand. The intending bidder must have valid class-III digital signature to submit the bid.
5. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
6. Bidder can upload documents in the form of JPG format or / and PDF format.
7. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow colour. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO)
8. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
 - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
9. If any information furnished by the bidder is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in BSNL. The BSNL reserves the right to verify the particulars furnished by the applicant independently.
10. GST and any other tax applicable in respect of this contract shall be borne by the bidder himself. The bidder shall quote his rates considering all such taxes. The TDS as per the Govt. regulations will be recovered from the contractor.
11. **Tender Evaluation :**
 - (a) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., but excluding GST. The bid with lowest net cost as elaborated above will be the L1 bidder.
 - (b) Vendors should furnish the correct GST Rate in the price schedule. If the Input Tax Credit is found to be not admissible at any stage subsequently owing to wrong furnishing of GST Rate, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

12. 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 there upon 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.
13. 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.
14. **Bye laws Indemnity against liabilities:**
 - a. The bidder shall comply with all bylaws 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.
 - b. The bidder 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.
 - c. The bidder 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 bidder.
 - d. All liabilities / penal recoveries on matters arising out of tax /levies such as incorrect deductions, discrepancies in the filing of returns, revised assessments by the concerned authorities etc., shall be borne by the bidder.
15. **Termination of contract on death of contractor :**

Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.
16. **Indulging of contractor in criminal /antisocial activities and cases under investigation/charge sheeted by CBI or any other government agencies etc. :**

If the CBI/Independent External Monitor (IEM) /Income tax/ Sales Tax /GST/ Central Excise/Custom Departments recommend such a course - Action will be taken as per the directions of CBI or concerned department.
17. As a general notion, the terms and conditions/instructions contained in various pages of this document are addressed assuming the bidder as 'Male'. However, the same shall remain and assumed to be addressed in case of 'Female' bidder also, except for the gender centric words, which shall be 'female' centric at appropriate places.

FORM 'A'

Undertaking to abide by EW 6 & EW 8

"I..... Son/Daughter of
.....Resident of
..... hereby give an undertaking that I have read the complete bid document 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 BSNL EW 6 & 8 forms.

(Seal of the firm)

(Signature of Bidder)

FORM 'B'

Undertaking regarding EPF provisions

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

* I/We have employed only ----- persons in our establishment and hence the EPF and Miscellaneous provisions Act, 1952 are not applicable to my / our establishment.

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

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

* Strike out whichever is not applicable

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

(Seal of the firm)

(Signature of Bidder)

Undertaking regarding ESI provisions

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

* I/We have employed only ----- persons in our establishment and hence the ESI and Miscellaneous provisions Act, 1948 are not applicable to my / our establishment.

* I/ We have registered as per the ESI and Miscellaneous provisions Act, 1948 and our registration no. ** is ----- . We undertake to keep it valid during the currency of contract.

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

* Strike out whichever is not applicable

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

(Seal of the firm)

(Signature of Bidder)

FORM 'C'

Performance report of works

1. Name of Agency
2. Name of work
3. Agreement no.
4. Final Value of Work Done
5. Date of start of work
6. Actual date of completion
7. Performance: Satisfactory / Not Satisfactory

Dated:

Executive Engineer or Equivalent

FORM 'D'

No Near relative working certificate

I..... Son /daughter of Shri/ Smt.....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 Bidder)

Annexure I
MODEL FORM OF BANK GUARANTEE FOR EMD
(For submitting EMD for Air Conditioning, Diesel Engine Alternator, Lifts, and Sub Station Works wherever the amount of EMD is more than Rs.20,000/-)

Whereas _____ (hereinafter called "the bidder(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 Bidder(s) withdraws its Tender during the period of Tender validity specified on the Tender Form: or
2. If the Bidder(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 bidder(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 fulfilment by the said bidder (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 _____ (bidder(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 Bidder(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 bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the bidders(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(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 bidder(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/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said bidder(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 bidder(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 Bidder(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 Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Bidder(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 Bidder(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:- SITC of 43 Nos 1.5 TR Window AC units for various GSM sites under Electrical Divn-I & III, Chennai

S No	Item description	Qty	Unit	Rate per Unit excluding GST	CGST		SGST		IGST		Rate per unit Including GST	Total Amount Excluding GST (Net cost)	Total Amount including GST	HSN/ SAC code
					%	Rate per unit	%	Rate per unit	%	Rate per unit				
1	2	3	4	5	6	7=0 (6 x 5)	8	9=col.(8 x 5)	10	11=col. (10 x 5)	12=[col. 5+(7+9)] or (Col. 5+11)	13=col. (3 x 5)	14=col. (3 x 12)	15
PART-A : SITC OF AC UNIT														
1	Supply of 1.5 TR , 3 star rated (as per BEE star rating) Window AC unit having nominal cooling capacity of 4500 Kcal/hr (5.2 KW), minimum room air flow of 700 cub.mtr/hr and energy efficient ratio (EER) of 2.90 to 3.09 i/c delivery in various GSM BTS sites, etc., complete as per specifications, terms and conditions attached as required.(Make: Panasonic / Universal comfort /Hitachi / LG / Carrier / Daikin / Mitsubishi / O-General / Videocon)	43	Each	0	0%	0	0%	0	0%	0				
2	Installation, Testing and commissioning of above Window type AC unit in existing opening in the shelter for BTS i/c modifications of opening to suit the size AC unit, airtight sealing, additionally support, vibration arrestors and transportation to GSM shelter,as required.	43	Each	0	0%	0	0%	0	0%	0				
Total For Part-A (A)												0	0	

PART- B: Buy back of old W/T AC units (To be deducted from the payment to agency)														
S No	Item description	Qty	Unit	Rate per Unit excluding GST	CGST		SGST		IGST		Rate per unit Including GST	Total Amount Excluding GST (Net cost)	Total Amount including GST	HSN/ SAC code
					%	Amount	%	Amount	%	Amount				
1	2	3	4	5	6	7=Col. (6 x 5)	8	col.(8 x 5)	10	11=col. (10 x 5)	12=[col. 5+(7+9)] or (Col. 5+11)	13=col. (3 x 5)	14=col. (3 x 12)	15
2	(a) Base Buy Back Rate for existing old 1.5 TR window type AC units in "as is where is condition" at site	43 Nos	each	3000	9%	0	0%	0	0%	0		-129000	-152220	
	(b) Additional buyback price over and above the base price of Rs.3000/- per unit	43 Nos	each	00	0%	0	0%	0	0%	0	0	0		
Total for PART B [total of (a)+(b)] (B)														

ABSTRACT OF COST

	Net cost	Total amount
Total Part A (A)	0	0
Deduct for buyback ie Total for Part B (B)	-129000	-152220
Grand Total =		

Note:- The LOWEST bidder will be decided based on the Final Offered Net Cost to BSNL after buyback deduction

Contractor

Contractor

Executive Engineer(E)

Executive Engineer

IMPORTANT NOTES:-

Important Note:	
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.
6	The firm should quote for each item separately. They should not club the items while quoting.

UNPRICED SCHEDULE

Contractor

Executive Engineer(E)

SPECIFICATION

1. Air conditioner (AC) shall perform the functions of cooling, dehumidifying, air circulating and air filtering and shall be suitable for operation on 230V, 50 Hz single phase AC supply. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985.
2. Unitary Type Room Air-Conditioner shall be supplied with remote & fitted with hermetically sealed discharge cooled type Rotary Compressor operating on refrigerant HCFC OR HFC refrigerant (ECO FRIENDLY) run by suitably rated capacitor start electric motor. The Air Conditioner shall conform to JISS or ASHRAE standard with BEE three Star rating label & rating capacity conforming to IS: 1391(Part-1)-1992 with amdts No.1 to 4 .
3. Rotary compressor shall be of Matsushita/Hitachi/ GMCC/Toshiba/ Carrier/ Emerson/ LG /Tecumseh make and shall be supported by manufacturers test certificate and TTC to JISS or ASHRAE. Additional warrantee of four years on compressors shall be given. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation.
4. Remote cordless control with LCD/LED Display shall be provided with one On/Off timer, selecting fan speed (three speed) and setting up of temperature. Display shall be provided on unit or on handset or on both.
5. The air filters provided shall be of cleanable type and synthetic make.
6. TTC for two samples of the type/model of Air conditioners offered, from any NABL/ILAC Accredited lab. shall be submitted by the firm.
7. WARANTEE: Warrantees shall be provided for 12 months from the date of installation of air conditioner and Additional warrantee of four years on compressors shall be given. During the warrantee period the firm shall attend to any fault in the AC unit and replace any faulty items at free of cost.
8. The agency should offer proto type unit for inspection/testing at factory within 10 days from the date of award letter. However, in case of a proto type approval (issued not more than 6 months prior to the date of award of this tender) from BSNL for the same specification is available, the same shall be considered valid with regard to this tender also.

Terms and Conditions

1. Any damage done in the site during the execution of work shall have to be made good by the contractor at his own cost and risk.
2. No claim under clause 10cc shall be entertained.
3. All the material will be under the charge of contractor till it is completed and handed over. Safe custody of material shall be the firm's responsibility even if any running payments have been made for material brought at site or installed. However, no material shall be removed from site without written permission of Engineer in charge.
10. The agency shall mention the service tax registration no amount of service tax component in the bill copy /invoice. For Part-B ITC portion as per the revised Service Tax rules, 50% of the eligible Service Tax component is to be paid to the contractor, in the invoice and balance 50% of the eligible Service Tax component is to be directly remitted by the BSNL to the service Tax department.
11. **The firm should fill up the Technical specification for Window AC units as per the proforma in Page No 23 – 26, scan and upload in the e- Tendering website.**

Technical specification Window air conditioners **[To be filled up, scanned & uploaded]**

1	Name of the Manufacturer		
a	Make & Model of unit.		
b	Nominal cooling capacity in Kcal/hr(KW)		
c	Type of Compressor		
d	BEE Star Rating		
e	Type of Refrigerant		
2.1a	Overall Dimensions of Unit	LxWxH (mm)	
2.1b	Overall Dimensions of Front Panel	LxWxH (mm)	
2.2	Details of Cabinet		
a	Material		
b	Thickness		
c	Surface Treatment		
d	Type of Finish		
3	Particulars of Compressor		
a	Name of the Compressor Manufacturer		
b	Model of Compressor		
c	Starting Method		
d	Capacity of compressor		
e	Rating of Compressor Motor (KW)		
f	Max. Full load current of Compressor at rated Voltage at IS rated test conditions		
g	Warranty of compressor in Years		
h	Speed of compressor		
4	Rating of unit at Capacity rating test conditions as per Clause 9.1 of IS: 1391(Part-1) 1992 (Reaffirmed 2009) with Amdts 1 to 5.		
5.1	Max. Current Drawn	Amps	
5.2	Power factor of the unit		

5.3	Minimum sensible cooling capacity at high speed	Kcal/hr	
5.4	Min. dehumidification effect at high speed		
5.5	Exhaust air quantity (Cu.M/hr)		
5.6	Ventilation air quantity		
6	Are all testing facilities available as per IS: 1391(Part-1)/1992 (Reaffirmed 2009) with Amdts. 1to 5 to testing the cooling capacity and Noise level as guaranteed under Cl.4 as above - Yes/No		
7	Details of Blower / Condenser fan Motor:		
a	Maximum Input of Fan Motor	Amp/Watt	
b	Type of Motor to IS: 996/1999 with amdt. No 1, 2 & 3		
c	Does motor have dual speed, if yes what are the speeds/rpm?	rpm	
d	Type/make /model of motor :		
e	Material of Blower	M3/hr	
8	Particular of Condenser		
a	Make/model		
b	Face Area of Condenser	Sq.m	
c	Tube Material of condenser. OD & Thickness	mm	
d	No. of Rows	Nos.	
e	No. of Tubes per Row	Nos.	
f	Fin Material & thickness		
g	No. of Fins per cm	Nos.	
h	Type of Coil whether grooved type: Y / N		
9	Air delivery of condenser fan at full speed at rated voltage (Cu.m./hr)		
10	Particular of Evaporator Coil		

a	Make/model /Type		
b	Face Area		
c	Tube Material , OD & thickness of Evaporative Coil	mm	
d	No. of rows	Nos.	
e	No. of tubes per Row	Nos.	
f	Fin Material & thickness	mm	
g	No. of Fins per cm	Nos.	
h	Type of Coil whether grooved type: Y / N		
11	DETAIL OF FILTER:		
a	Type		
b	Material		
c	Area of Filter	M2	
d	Thickness	mm	
e	Whether slip on type filter provided	Yes / No	
12	Particulars of Drip Tray		
a	Thickness of sheet of Drip Tray	mm	
b	Material of Drip Tray		
c	Depth of Drip Tray	mm	
13	THERMOSTAT		
a	Make & Model		
b	Specification for electronic Thermostat		
c	Type Test Certificate of Makers		
d	Temperature differential		
14	NAME OF REFRIGERANT CHARGED TO COMPRESSOR		

a	Weight of the refrigerant charged into the unit (gms).		
15	Gross area of supply air grill (sq. cm.)		
15.1	Nett area of supply air grill (sq. cm.)		
15.2	Thickness of acoustic material.		
15.3	Material and specification of acoustic material.		
16	MAKE OF RELAY		
16.1	Are manufacturer's instructions and operation service, installation manual provided	Yes/ No	
16.2	Technical deviations, if any, from TE specification be brought out separately.		

Contractor

SPECIAL CONDITIONS OF CONTRACT

[In case of any difference between any clause of any section of NIT and that of the "special conditions of contract," then the "special conditions of contract" shall prevail]

1. Terms of Payment:

A) **For Supply items** (i.e Part A):95% of the price shall be paid against complete acceptance of the equipment by BSNL after due verification of quality and quantity. For claiming this payment the following documents are to be submitted to the paying authority:

- i) Excise gate pass/invoice or equivalent document
- ii) Delivery Challan
- iii) Consignee receipt/E way bill

a) The balance 5% payment shall be released after satisfactory commissioning of equipment.

b) In cases where shortages/ damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

c) **100% payment (in place of 95%)** may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of one year is furnished by the supplier along with an undertaking that the shortages/ damages as are intimated to the supplier in writing shall be made good.

d) ~~Form 'C' and a certificate stating that the tendered item are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when requested for.(for Part A item only).~~

e) No payment will be made for goods rejected at the site on testing. Payment, if made, for such items shall be recovered from subsequent bills or other bills.

B) For ITC items (i.e, Part B):-

(i) 100% shall be paid on Installation after successful completion of Testing and commissioning.

2. **WORK DISTRIBUTION:** It is proposed to award the entire work to the lowest bidder.

3. Increase/ Decrease of tendered quantity

A) BSNL will have the right to increase or decrease up to 25% of the contract value depending upon the requirement of goods and services specified in the schedule of items

without any change in the unit price or other terms and conditions at the time of award of contract.

B) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/contract within the currency of contract at the same rate.

4. Buyback of AC unit:

- a. The new AC unit shall be installed in the place of old AC unit, by removing/dismantling the old AC unit. Agency has to arrange for its transportation at their own cost.**
- b. Base Buyback value is fixed at Rs.3000/- (Rupees Three thousand only) for each of the old AC is and will be deducted from bills payable to the agency. Agency may quote additional buyback price for each of the AC unit over and above the base price of Rs.3000/- . Total of base buyback price and additional buyback price shall be taken as total buyback price.**
- c. Old AC units will be handed over to agency in 'as is where basis'. No claim on condition of AC unit will be entertained.**
- d. Agency is free to inspect the condition of old AC units, if desired, which shall be arranged by Executive Engineer(E)**

PROFORMA OF SCHEDULES/-

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

SCHEDULE 'A'

Schedule of quantities : Attached

SCHEDULE 'B'

Schedule of materials to be issued to the bidder: Nil

SCHEDULE 'C'

Tools and plants to be hired to the bidder: Nil

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any: Nil

SCHEDULE 'E'

Schedule of components of Materials, Labour etc. for escalation: Nil

SCHEDULE 'F'

Reference to General Conditions of contract :

Name of work:	As per NIT notification page
Estimated cost of work:	
Earnest money:	
Security Deposit and performance Guarantee	

General Rules & Directions: Officer inviting tender: Executive Engineer (E)
Electrical Division-III
Chennai

Definitions:

2(v) Engineer-in-Charge Executive Engineer (E), ED I/III Chennai
 2(vi) Accepting Authority SE (E), EC-II, Chennai.

CLAUSE 5

Time allowed for execution: Two months.

Authority to give fair and reasonable extension of time for completion of work: SE (E), EC-II, Chennai.

Competent Authority for deciding reduced rates: SE (E), EC-II, Chennai

Clause 25

Competent authority for conciliation: SE (E) not in-charge of the work.

BSNL EW-8

Bharat Sanchar Nigam Limited Electrical Wing

Electrical Division: ED-III, Chennai

Sub Division:

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, 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. 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 up to maximum of percentage mentioned in clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in clause 12.2.
6. I/we agree to furnish to BSNL, Deposit at Call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the 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 as per the BSNL terms and conditions.
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.

<p>Signature of Witness (required in the case of bidder's thumb impression is given by the bidder in place of signature) Occupation of Witness :</p>	<p>(Signature of bidder) (Name & Postal address)</p> <p>Seal of Bidder</p> <p>Date:</p>
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Acceptance of Tender

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

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

- a)
- b)

For & on behalf of BSNL

Dated

Signature :
Designation :