

Name of work:--Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai.(SW:SITC of 11nos of split type AC units)



BSNL TOWER CORPORATION LTD (BTCL)  
(A Govt of India Enterprise)  
(Electrical Wing)

**O/o The Executive Engineer (E)**  
**BSNL Electrical Division-III**  
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## **E-TENDER DOCUMENT**

**Name of work: --Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India (CCI) in Ground Floor at TE Mambalam, Chennai. (SW: SITC of 11nos of split type AC units)**

NIT No: 01 /SEE/EC-II/BTCL/CH/20-21

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

**For E Tender Helpdesk Pls Contact M/s ITI LTD :Ph:91-80-40482000 &  
Mail Id :[twhelpdesk399@gmail.com](mailto:twhelpdesk399@gmail.com), [bsnlthelpdesk@gmail.com](mailto:bsnlthelpdesk@gmail.com)**

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

On behalf of CMD,BSNL TOWER CORPORATION LIMITED( BTCL)[A wholly owned subsidiary company of Bharath Sanchar Nigam Limited(BSNL), The Executive Engineer (Elect), BSNL, **Electrical Division-III, Chennai** invites, online Item rate bids from eligible bidders in Single bid system for the following work:

1	Name of work	Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai. <b>(SW:SITC of 11nos of split type AC units)</b>
2	Estimated cost put to tender	<b>Rs.5,38,708/-</b>
3	Earnest Money	<b>Rs.10774/-</b>
4	Period of completion	ONE month
5	Last date & time for online submission of tender	Up to 15:00 Hrs. on 09 - 02 -2021
6	Last date & time for submission of original Tender cost and EMD	Up to 15:00 Hrs. on 09 - 02 -2021
7	Date and time for opening of tender	15:30 Hrs. on 09 - 02 -2021
8	Tender cost (Non refundable)	Rs.500/- (+) GST 18%=590/-
9	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:

. Average annual turnover during the last 3 years, ending 31<sup>st</sup>Mar 2020, should be atleast 30% of the estimated cost put to tender.

AND

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

OR

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

OR

3. Experience of having successfully completed similar works in Central Govt/State Govt/Central Autonomous body/Central PSU during last 7 years ending 3<sup>rd</sup> December 2020

a) **3 similar successfully completed works costing not less than the amount equal to 40% estimated cost put to tender or 2 similar successfully completed works costing not less than the amount equal to 60% estimated cost put to tender or 1 similar successfully completed works costing not less than the amount equal to 80% estimated cost put to tender.**

**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 authorized by the manufacturer, the original authorization letter is to be scanned and uploaded)
  - e. GST Registration Number details.
  - f. PAN Card
  - g. EPF and ESI Registration certificate (if applicable)
  - h. Undertaking to abide by BSNL EW-6 and EW-8 (Form 'A')
  - i. Undertaking regarding EPF and ESI provisions (Form 'B')
  - j. Certificate of work experience issued by client department (Form 'C') if applicable
  - k. Undertaking regarding No Near relative working certificate (Form 'D')
  - l. TECHNICAL DATA TO BE SUBMITTED BY THE FIRM ( page 18)

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

2. The Physical Tender Fee, EMD and the original authorization letter by the manufacturer (if applicable), which were scanned and uploaded, **shall be deposited in the tender box available in the office of tender opening authority**, by all the bidders before 15:00 hrs on the tender opening date, **failing which the tender shall not be opened.**

**BSNL EW-6 [Adopted for works of BTCL]**

BSNL Tower Corporation Limited  
Electrical Wing

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

Sub Division:**ESD CANI,Chennai**

On behalf of CMD,BSNL TOWER CORPORATION LIMITED( BTCL)[A wholly owned subsidiary company of Bharath Sanchar Nigam Limited(BSNL), The Executive Engineer (Elect), BSNL, **Electrical Division-III, Chennai**invites Item rate tenders on single bid system for the work "*Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai.*(SW:**SITC of 11nos of split type AC units**)"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.~~

1. 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.
2. The work is estimated to cost **Rs.5,38,708/- (Excluding GST)**
3. 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.
4. The time allowed for carrying out the work will be ONE month from the 10<sup>th</sup> day after the date of written order to commence the work.
5. 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.
6. 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](http://www.tenderwizard.com/BSNL)** at free of cost. The BSNL EW-8 (Adopted for the work of BTCL) document can be seen from the web site **[www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in)** at free of cost.
7. 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.
8. The Tender Fee as applicable in the form of Demand Draft issued by the Nationalized / Scheduled bank authorized by the Reserve Bank of India, drawn in favour **BTCL HQ COLLECTION ACCOUNT** payable at **New Delhi** 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.
9. The Earnest money deposit (EMD) 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 **BTCL HQ COLLECTION ACCOUNT payable at New Delhi** 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 BTCL.

10. 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.
11. 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.
12. The last date for online submission of bid is **09.02.2021** up to 15:00 hrs and the bid submitted shall be opened at 15:30 hrs on the same day. If a holiday is declared on the tender opening day, the tender will be opened on the next working day.
13. The e-Tender processing fee and tender cost are non-refundable
14. **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.**
15. **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.**
16. 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 BTCL 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.
17. 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 BTCL and local conditions and other factors having a bearing on the execution of the work.

18. 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.
19. 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.
20. 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.
21. The bidder should give a certificate as per the following that none of his/her relative is employed in BSNL/BTCL 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/BTCL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL/BTCL. 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/BTCL 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/BTCL 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/BTCL/ 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.

22. 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 BTCL, then the BTCL 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.
23. 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'**.
24. **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 BTCL 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 BTCL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
25. 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.
26. 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 (Adopted for the work of BTCL)



### **General Instructions to the Bidders**

1. The intending bidder must read the terms and conditions of BSNL-EW 6 (Adopted for the work of BTCL) 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 BTCL. The BTCL 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 Nett cost to BTCL 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 orlevyinpursuant to the constitution of (Forty sixth amendment) act 1982 give a written noticethereof 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., shallbe 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 BTCL 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 BSNL EW 6 & EW 8[Adopted for the work of BTCL]**

"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 (Adopted for the work of BTCL)forms and I confirm that I will abide  
by all the terms and conditions available in BSNL EW 6 & 8(Adopted for the work of BTCL)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, BTCL 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, BTCL 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.
7. Actual date of completion
8. 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/BTCL 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, BTCL 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 BTCL") in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said BTCL, 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 BTCL 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 BTCL up to the above amount upon receipt of its first written demand, without the BTCL having to substantiate its demand, provided that in its demand, the BTCL 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, BTCL (hereinafter called 'BTCL') 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 BTCL an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BTCL 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 BTCL 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 BTCL 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 BTCL 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 BTCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/BTCL) BTCL 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 BTCL that the BTCL 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 BTCL 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 BTCL or any indulgence by the BTCL 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 BTCL in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_ (indicate the name of bank)

Name of work:--Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai.(SW:SITC of 11nos of split type AC units)

**SCHEDULE OF QUANTITIES**

Name of Work:--Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai.(SW:SITC of 11nos of split type AC units)

Sl. No	Description of Item	Qty	unit	Rate per unit excluding GST	CGST		SGST		IGST		Rate per unit including GST	Total Amount excluding GST (Net cost)	Total Amount i/c GST	HSN Code
					%	Rate	%	Rate	%	Rate				
<b>Part-A</b>	<b>Supply of AC unit</b>													
1	Supply of 1.5 TR inverter type split AC unit <b>5 star</b> as per BEE star rating having nominal cooling capacity of <b>4500 Kcal/hr (5.2 KW)</b> , minimum room air flow of <b>700 cub.mtr/hr</b> and minimum Indian Seasonal Energy Efficiency Ratio (ISEER) of <b>4.5</b> along with the copper pipe, suitable size of PVC insulated chord wire <b>5 mtrs</b> including transportation etc., complete as per specifications, terms and conditions attached as required. (Make: Panasonic / Universal comfort (Voltas) /Hitachi / LG / Carrier / Daikin / Mitsubishi / O-General/ Blue star)	11 Nos	Each											
<b>Part-B</b>	<b>ITC of AC unit</b>													
2	Installation, Testing and commissioning of above 1.5 TR Inverter type AC unit along with the copper piping and wiring up to the standard length of 5 mtrs (supplied as under Item.1) including gas charging, insulation and making opening in wall and making good the damages etc., as required.	11Jobs	Job											
3	Providing and fixing the following additional items suitable for the above AC units, over and above 5 mtrs length where ever required .													
a)	Suitable size of Copper pipes (hot gas and liquid line) including insulation etc., as required.	75mtrs	Mtr											

UNPRICED SCHEDULE



Name of work:--Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai.(SW:SITC of 11nos of split type AC units)

b)	3 x 2.5 sq.mm PVC insulated copper chord wire.	75mtrs	Mtr										
<b>Total amount Ex. GST (Net estimate cost)</b>													
<b>Total amount incl. GST</b>													

<b>Important Note:</b>
The firm shall be responsible to ensure that GST shown in the above columns correct & Input Tax Credit for the amount shown /to the extent is admissible as per GST Act as amended up to date.
Tax Invoice /Bill of supply should be pre-printed with all the details as per requirement under GST Act.
The evaluation and comparison of responsive bids shall be done on the basis of <b>Net cost to BTCL</b> on the prices offered inclusive of packing, forwarding, freight and insurance charges etc., <b>but excluding GST</b> .
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.
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 BTCL practice.
Bidder must mandatorily quote for all GST components (CGST,SGST,IGST) as applicable.
Bidder must mandatorily mention correct HSN/SAC code.
Circuit length of liquid line and hot gas line in respect of SH-I ,Part-A item no:3 a) is defined as under a)Circuit length for liquid line -Length of run measured in Mtrs from liquid out let connection of air cooled condenser to thermostatic expansion valve This includes horizontal and vertical runs in case of multiple run of liquid line (for each package unit) for the purpose of circuit length measurement ,only single linear measurement on average basis shall apply. b)Circuit length for Hot gas line -Length of run measured in Mtrs from compressor discharge head to air cooled condenser hot gas line This includes horizontal and vertical runs in case of multiple run of hot line (for each package unit) for the purpose of circuit length measurement ,only single linear measurement on average basis shall apply.
Hot gas line shall be insulated inside the conditioned area with high quality insulating material
Terms and condition of AMC shall be applicable during warranty period i/c imposition of penalties

Contractor

Executive Engineer(E)

**TECHNICAL DATA TO BE SUBMITTED BY THE FIRM**

**[To be downloaded, filled up, scanned & uploaded along with Tender]**

**[Items covered under schedule of work]**

**AIR CONDITIONING**

**1) 1.5TR Split Air conditioners**

S.No.	Details	Requirement as per NIT	Supply item
	TYPE	<b>INVERTER</b>	
1	Name of the Manufacturer	Panasonic / Universal comfort (Voltas) /Hitachi / LG / Carrier / Daikin / Mitsubishi / O-General/ Blue star	
1.1	Model No. (As per manufacturer)		
1.2	Nominal cooling capacity Kcal/hr (KW)	4500 (5.2)	
1.3	Type of Refrigerant -	R 410A/R32	
1.4	Rated Power SupplyVolts/ Phase/ Hz	230V/1 Ph/50Hz	
1.5	Minimum Room Air flow	Not less than 700 m3/hr	
2..1	ISEER Star Rating	5	
2.2	ISEER RATIO	Not less than 4.5	
3.0	<b>COMPRESSOR</b>		
3.1	Type of Compressor	Rotary/Scroll	
3.2	Name of the Compressor Manufacturer		
3.3	Rating of Compressor Motor KW		
3.4	Guarantee period of compressor	Not less than 5 Years	
4	<b>INDOOR UNIT</b>		
4.1	Overall Dimensions of Indoor Unit(LxWxD) mm		
4.2	Tube Material, Outer diameter (mm)	Copper	
4.3	External surface area of Evaporative coil (Sq.m)		
4.4	Max input of Fan Motor (Indoor unit)Amp/Watt		
5	<b>OUTDOOR UNIT</b>		
5.1	Overall Dimensions of Outdoor Unit (LxWxD) mm		
5.2	Face Area of Condenser Sq.m		
5.3	Tube Material of condenser/ Outer diameter mm	Copper/	
5.4	Max input of Fan Motor (Condenser)Amp/Watt		
6	<b>FILTER</b>		
6.1	Material of Filter		
7	Drip Tray	Yes / No	
8	Electrical Wiring Required No. of cores/ Sq.mm	3 Core/2.5 Sq.mm	

### SPECIFICATION

1. Air conditioners suitable for 230V, 50 Hz single phase AC supply shall be capable of performing the functions as cooling, dehumidifying, air circulating and filtering. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985.
2. Outdoor unit of the air conditioners shall be fitted discharge cooled type rotary/scroll type compressor operating on Refrigerant R-32 (or) non-CFC refrigerant **R-410A** with suitably rated capacitor start electric motor. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation. The Rotary/scroll compressor shall be of Matsushita/Hitachi/ Toshiba/ GMCC/Carrier/Emerson/ LG /Tecumseh make and shall be covered by manufacturers test certificate and TTC to JISS or ASHRAE.
3. 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 indoor unit or on handset or on both.
4. Air conditioners shall be provided with standard 5 mtrs refrigerant Cu pipe, electrical wire.
5. 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 BTCL for the same specification is available, the same shall be considered valid with regard to this tender also.
6. Servicing: Free servicing shall be provided for 15 months from the date of dispatch or 12 months from the date of installation of air conditioner whichever is earlier. Firm is also required to send service engineer at least 3 times during the warranty period.
7. Warrantee: Warrantees shall be provided for 15 months from the date of dispatch or 12 months from the date of installation of air conditioner, whichever is earlier.
8. Installation: The installation charges shall include the following work:
  - 1 Mounting/Fitting indoor and outdoor units at the respective locations.
  - 2 Laying refrigerant piping of required length and connecting both the units after drilling hole/holes in the wall, if required.
  - 3 Leak testing of the entire system.
  - 4 Charging Refrigerant gas in the unit.
  - 5 Suitable electric wiring between indoors and outdoors units of required length up to switch at location of indoor unit. Switches/ Sockets /Plugs are not included in the scope of supply.
9. **Split Air-Conditioner With Rotary/scroll Compressor(R32/R410A Refrigerant or as per )Specification** : Split type air conditioners with BEE Star rating label & rating capacity conforming to IS: 1391(Part-2)-1992 with amdts No.1 to 4 fitted with rotary/scroll compressor suitable for using R-32/R401A for wall mounting Optional Accessories for Split Air Conditioner.

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**SPECIFICATIONS FOR 1.5 TR INVERTER TYPE AC UNITS**

Technology	Variable speed compressor motor
Cooling capacity	4500 Kcal/hr (5.2 KW) as per IS 1391 (part 2)
Minimum Room air Flow	Not less than 700 m3/hr
Energy Efficiency as per ISEER	Not less than 4.5
Star Rating Plan – Mandatory Phase	5 Star
Compressor	Rotary/scroll
Refrigerant	R 410A / R32
Condenser fins	Fins with Anti corrosive coating
Indoor/Outdoor coil material	Copper

**1 CONSTRUCTION**

**1.1 General:**

- 1.1.1 The Air conditioner and its parts shall be constructed with the strength and rigidity adequate for normal conditions of handling, transport and usage.
- 1.1.2 There shall be no sharp edges or corners liable to cause injury under normal conditions of use and all moving parts which constitute accident hazards shall be effectively guarded.
- 1.1.3 Parts which require periodic servicing shall be readily accessible.

**1.2 Material:**

- 1.2.1 Materials used in the construction of cabinet, front panel etc. shall comply with the corresponding Indian Standards wherever applicable except where such requirements are modified.
- 1.2.2 The material shall be free from defects which are liable to cause undue deterioration or failure.
- 1.2.3 Under normal conditions of use and maintenance, the materials used shall not shrink, deteriorate, warp or cause mould or odours and shall be resistant to attack of vermin and destructive pests.
- 1.2.4 Sealing and insulating material shall not lose their essential properties such as adhesion, moisture and heat resistance.
- 1.2.5 Internal and external finishes shall be capable of being cleaned effectively without undue deterioration and shall be such as to afford protection against climatic action in all seasons under normal use. All metal parts which are exposed to moisture or ambient conditions shall be corrosion resistant or adequately protected against corrosion.

**2.0 REFRIGERANT CIRCUIT:**

- 2.1 The refrigerant pipes and fittings shall be of approved quality and shall withstand normal working pressure of air conditioners and should conform to IS 10773:1983 or equivalent national /international standard.
- 2.2 The refrigerant uses shall be chemically pure, free from moisture or any other chemical contamination.

**3.0 Electrical Ratings**

- 3.1 Ratings in watts for the air conditioners shall be based on standard voltage which shall be 230V, single phase, 50 Hz. The units, however, shall be capable of working at any voltage within ± 10 percent of the standard voltage.

**4. Rating and Test Conditions**

**4.1 Capacity and test conditions:**

The split air conditioner shall have name plate rating determined by tests conducted as per the standard procedures prescribed for the purpose.

**Notes:**

- 1. If rated frequency is not available, the capacity measured shall be corrected by a correction factor depending upon frequency actually measured during the testing.
- 2. Percentage drop in frequency shall be applied as percentage drop in voltage for power consumption.
- 3.

#### 4.2 Maximum Operating Test conditions

The maximum Operating test conditions shall be as specified below:

Room air temperature

- a) Dry bulb - 35° C
- b) Wet bulb - 24° C

Outside air temperature

- a) Dry bulb - 46° C
- b) Wet bulb - 27° C

Test voltage - Rated Voltage.

Test frequency - 90 percent and 110 percent of name plate rating.

5. Air conditioners shall be capable of performing the functions as cooling, dehumidifying, air circulating and filtering. The Air conditioners shall be provided with adjustable step less type electronic thermostat.
6. Outdoor unit of the air conditioners shall be fitted with the following discharge cooled type compressor with overload protection and shall be mounted on resilient mountings for quiet operation. The compressor shall be of Matsushita/ Hitachi/Toshiba/ GMCC / Emerson /LG/ Tecumseh/ Danfoss/ Panasonic/Yark/Carriermake and shall be covered by manufacturers test certificate and Type Test Certificate according to JIS or ASHRAE.  
Rotary compressor operating at RFC refrigerant 410A / R-32 with suitably rated variable speed motor for 1.5TR Inverter AC unit.
7. 1.5 TR Inverter Air conditioners shall be provided with standard 5mtrs refrigerant Copper pipe and electrical wire.
8. Remote cordless control with LCD/LED Display shall be provided with On/Off timer, selecting fan speed (three speed) and setting up of temperature. Display shall be provided on indoor unit or on handset or on both.
9. Type Test Certificate for two samples of each type/ model of air conditioners from any NABL/ILAC Accredited lab shall be submitted by the firm. The type test results shall include capacity test at standard rating test conditions and maximum operating test as specified in IS:1391(Part-2)-1992.
10. **Servicing::** Free servicing shall be provided for 15 months from the date of dispatch or 12 months from the date of installation of air conditioner whichever is earlier. Firm is also required to send service engineer at least 3 times during the warranty period.
- 11.**Manufacturer's Guarantee:** Compressor shall have minimum 5 years warranty for 1.5 TR Inverter AC unit from the date of commissioning.

The manufacturer shall give a guarantee for the soundness of construction and performance of the air conditioner and shall be responsible for setting right any manufacturing defects free of charge for a period of 12 months from the date of installation testing and commissioning of air conditioner.

#### 12. Installation: The installation charges shall include the following work: -

- i) Mounting/Fitting indoor and outdoor units at the respective locations.
- ii) Laying refrigerant piping of required length and connecting both the units after drilling hole/holes in the wall, if required, and making them good.
- iii) Leak testing of the entire system.
- iv) Charging Refrigerant gas in the unit.
- v) Suitable electric wiring between indoors and outdoors units of required length up to switch at location of indoor unit. Switches/Sockets/Plugs are not included in the scope of supply.

#### 13. Inspection:

Quality inspection certificate/Routine test certificate of the AC units shall be submitted at the time of supply.

### **SPECIAL CONDITIONS OF THE TENDER**

**[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]**

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

#### **GENERAL CONDITIONS**

Please note that the offers, which do not comply with the following, will not be considered and will be totally rejected. These instructions supersede the BTCL / EW6 and EW 8 clauses, or any other clauses/conditions appearing elsewhere in the tender, in case 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. The rates shall be firm and final.
- 3) The price shall be firm and fixed during the currency of the contract. No cost escalation is permitted. Clause 10CC is not applicable.
- 4) The Extension of time for completion of the works is governed by clause 2 of EW8.
- 5) No advance payments can be made. The payment is governed by the normal department practice and stipulations like levy of interest if payment is not made in a specified time are not acceptable.
- 6) The firm should deposit EMD before submission of their offer. The EMD of other works returnable to them cannot be adjusted against this work. The firm's offer shall be liable for rejection without fresh EMD for this particular work.

#### **1. DRAWING TO BE SUBMITTED FOR APPROVAL:**

The contractor shall get following drawings approved before the start of the work.

- (a) A dimensional drawing giving complete details of the erection of the equipment in plant room (including condensers, electrical panels and refrigerant piping & details of foundations). While deciding layout, future expansion, if any, has to be taken in to consideration.
- (b) Electric wiring diagrams for all Electrical equipment including controls showing cable sizes and equipment capacities.
- (c) Layout drawing for HPAC / Inverter AC / and all associated systems.

#### **2. Terms of Payment:**

Payment to the Contractors is regulated as below:

##### **For Supply (SPLIT AC)**

a) 95% of the price shall be paid on the receipt of goods at site by the consignee. For claiming this payment the following documents are to be submitted to the paying authority:

i) Invoice or equivalent document

ii) Delivery Challan, Consignee receipt etc as applicable

b) The balance 5% payment shall be released after satisfactory commissioning in case of split type AC

c) 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.

Name of work:--Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai.(SW:SITC of 11nos of split type AC units)

d) 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.

### **For ITC items (Split AC)**

The payment terms will be as under:

- (i) 100% on successful completion of ITC

### **3(i) INCREASE /DECREASE OF TENDERED QUANTITY**

a) BTCL will have the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract.

b) In exceptional and unavoidable cases BTCL can increase the quantity of goods and services beyond 50% of the tendered quantity without any change in tendered and accepted unit price and also other terms and conditions as applicable at the time of award of contract.

### **3(ii) CURTAILMENT OF QUANTITY:-**

BTCL 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.

### **4. COMPLETION OF WORK:-**

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

The work shall be deemed to have been completed (**For SITC**) after the fulfillment of the following:

1. 1.5 TR ST AC unit

Physical completion of installation of AC units and successful testing and commissioning by the contractor in the presence of the Engineer-in-Charge or his authorized representative

### **5) 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.

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

### **6) EARNEST MONEY DEPOSIT**

The firm should deposit EMD in proper form. 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. Firm has option to deposit earnest money in the form of Bank guarantee in BTCL' s attached format and manner.

#### **7) PROGRAMME FOR EXECUTION**

The firm shall supply detailed program to Engineer in charge for execution of contract within 15 days of award of work. The program shall contain the details about submission of drawing, supply of materials etc., The tentative dates for installation, testing, commissioning shall also be submitted.

#### **8) STORES AND SAFETY**

a) All the stores and materials required for the satisfactory completion of the work shall be arranged at work site by the contractor from his own source. Space for storing the same materials may be provided on request from the contractor. However safe custody of the material stores at site will be responsibility of the contractor.

#### **9) CO-ORDINATION AT SITE**

At the site of work more than one agency may be working. Full cooperation shall be extended to other agencies during the progress of work. Further work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the BTCL engaged in erection as well as to normal routine work.

#### **10). COMPLETION DRAWINGS**

The contractor on completion of the work shall submit three sets of following drawings.

- (b) Plant installation drawing giving complete details of the entire equipment including foundations.
- (c) Electrical drawings showing cable sizes, equipment capacity, control components and control outlet.
- (d) Schematic control drawing giving detailed sequence of operation and notes to explain the operation of the control circuit.
- (e) Piping drawing showing all pipes size, valves and fittings.
- (f) Three sets of service manuals of air conditioning plant including salient features of the plant.

#### **11. GUARANTEE & DEFECT LIABILITY**

- (a) The Guarantee shall be valid for a period of **twelve months** from the date of commissioning. The contractor shall guarantee that all equipments shall be free from any defect due to the defective materials and bad workmanship and that equipment shall work satisfactory and that the performance and the efficiencies of the equipments shall be not less than guaranteed values. Any parts found defective during the guarantee period shall be replaced without any charge whatsoever. The services of the contractor's personnel, if requisitioned during this period for such work, shall be made available free of any cost to the department.
- (b) The contractor shall depute his representative to the site within **24hrs** of notification of defects by the department.
- (c) A joint inspection report will be made by the departmental representative and representative of the firm regarding the nature of defects and remedial action required in time schedule for the rectification/remedial action.
- (d) In case the contractor fails to depute his representative within **24hrs** of notification of defect(s) or fails to cause remedial action within a reasonable time as decided in



the joint inspection, the Department may proceed to do so at the contractors' risk and expenses without prejudice to any other rights.

(e) Supply of consumables like refrigerant gas due to leakage, oil etc., shall be the responsibility of the firm

(f) The following aspects are, however, not covered under the purview of guarantee:-

i) Consequential losses and damages.

## **12. CHANGES IN SPECIFICATIONS**

The BTCL reserves the right to make changes in respect of specifications of work if in its opinion same is found necessary. However such alterations shall be made after mutual discussions and agreement between the BTCL and the contractor. Any price implications in this regard shall be mutually discussed and agreed upon in terms of clause 12 of EW 8 form. The BTCL as matter of principle will not permit modifications by the contractor in design /specifications of any document /material. However the same can be agreed upon by the BTCL under exceptional circumstances where

a) The same is necessitated due to non-availability of material / components of certain specifications / make.

Or

b) Such alterations constitute an improvement in the opinion of BTCL.

Prior approval is necessary before undertaking any alteration/modification in the specifications of the equipment.

## **13. Packing, Forwarding, Storage at site.**

Before dispatch to the site, the equipment /components/materials shall be properly packed so as to afford protection against transit damages and damage against storage in open areas either at transporters premises or at work site. Special care shall be taken in respect of sensitive items. When storage in open areas is inevitable, proper water proof covering shall be provided to protect damages on account of rain water etc. However damaged items should be replaced as per the directions of the Engineer –in-charge.

## **14 Inspection Of Site & Contract Documents**

For the purpose of inspection of site and relevant documents, the contractor is required to contact E.E.(Elect) concerned who shall give reasonable facilities for inspection of the same. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself commencement of work as to the form and nature of the site, the quantities and nature of work, materials necessary for completion of the works, the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his work. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **15) SUFFICIENCY OF TENDER**

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

**No additional conditions shall be stipulated by the tenderer.**

## **16.REJECTION OF DEFECTIVE PLANTS**

If the completed plant or any portion thereof, before it is taken over, be found defective or fails to fulfill the intent of the specifications, the contractor shall on receipt of a written notice from the Engineer-in – Charge, forthwith make good the defective plant.

- (a) Should the contractor fail to rectify the defects and or make good the defective plant within a stipulated time mentioned in the written notice or replace the plant at no extra cost, department may make good, reject and or replace at the risk and expenses of the contractor, the whole or any portion of the plant which is defective or fails to fulfill the requirements of the contract.
- (b) All equipment shall be tested as per tender specifications. Where test results indicate capacity less than specified in the equipment schedule, the contractor shall pay to the Department pro-rata compensation against each item.

## **18. Set off clause:**

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

## **19. Inspection at Contractor's Premises**

The Department's authorized representative shall have full powers to inspect drawings of any portion of the work or examine the materials and workmanship of the plant at the contractor's works or at any other place from where material of equipment is obtained. Acceptance of any materials or equipment shall in no way, relieve the contractor of his responsibility for meeting the requirement of the specifications but shall have to be replaced free of cost by the contractor in case the equipment of work is found defective or of inferior quality.

## **20. CURRENCY OF CONTRACT**

21.1 The BTCL 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.

## **22. Penalty Clause:**

22.1 Any accident or damage during maintenance /operation will be the responsibility of the agency &BTCL will not entertain any claim, compensation, penalty etc on this account or on account of non observance of law to his work

22.2 If the agency fails to rectify any fault within reasonable time, the BTCL reserves the right to carry out any work at the risk and cost of the agency. In case the fault is of emergency nature which may affect the normal functioning of services and the firm fails to take immediate necessary action, the work shall be carried out at the risk and cost of the firm without giving any notice. The decision of EE(E) shall be final.

22.3 The mechanic/ technician should attend the site immediately and minor faults may be cleared then and there.

22.4 However, in case of certain non-stocked spare parts not available locally or to be imported or for works beyond the control of the contractor, he can give technical justification and ask for extra time for approval of Engineer in charge who will have power to grant such extra time depending upon the correct technical justification and a reasonability of time scheduling for such extension.

LISTOFAPPROVED MAKES-BSNLELECTRICALWING

S. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar /KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6 )	Biecco Lawrie / Crompton / Kirloskar / MEI / Jyoti Ltd
5	Transformer (Oil filled / Dry type) a)	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO /Kirloskar / Siemens
	b) Up to 400 KVA	In addition to above makes, Uttam/ Patson /Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(Ics=Icu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/HPL/Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/ Legrand /Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric / Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/Meco / Rishabh /Universal/HPL/L&T/ABB/Yokins
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal )/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand / L&T / Schneider Electric/ Siemens / Standard/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi /Crompton / Jyoti / Kirloskar / KSB / Mather &platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls / Zoloto /Annapurna / Fountain

**Name of work:--Providing EI & Fans, AC units, AFD System for the proposed Office of Competition Commission of India(CCI) in Ground Floor at TE Mambalam, Chennai.(SW:SITC of 11nos of split type AC units)**

		/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 / Kirloskar/ 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 /System Sensor
41	Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies / Carmel Sensor / Ravel Elect. / Honeywell Essar / Notifier / Navin Systems
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS, Kone, Mitsubishi , Schindler, Johnson, Thyssenkrupp Elevator(India)

(AS ON 29.02.2016)

**NOTE:**

1. In case of External / PMC works, the list of approved makes may be modified as per client's requirement.
2. The accessories such as CT/PT/measuring instrument/relays provided by approved make in respect of Transformer/HT Panel/DG /AC Package Units as supplied by approved manufacturer along with the equipments are also acceptable in addition.
3. Any additional makes may be approved by concerned PCEs/Sr CEs/CEs(Elect) for the work under his jurisdiction as already accorded vide letter no. 3-2-5/EW/VEP-1/2007 dated 05-07-2007.
- 4.1.5TRCompressor make: Matsushita/ Hitachi/Toshiba/ GMCC / LG/ Tecumseh/Danfoss/ Panasonic

<u>PROFORMA OF SCHEDULES</u> (Operative Schedules to be supplied separately to each intending tenderer)	
<u>SCHEDULE 'A'</u> Schedule of quantities :	Attached
<u>SCHEDULE 'B'</u> Schedule of materials to be issued to the bidder:	Nil
<u>SCHEDULE 'C'</u> Tools and plants to be hired to the bidder:	Nil
<u>SCHEDULE 'D'</u> Extra schedule for specific requirements/documents for the work, if any:	Nil
<u>SCHEDULE 'E'</u> Schedule of components of Materials, Labour etc. for escalation:	Nil
<u>SCHEDULE 'F'</u> Reference to General Conditions of contract :	
Name of work:	As per NIT notification page No 3
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) Electrical Division-III, Chennai
2(vi) Accepting Authority	Superintending Engineer(E), EC-II,Chennai
2(x) Percentage on cost of materialsand labour to cover allover heads and profits	10% (TEN)
CLAUSE 5	
Time allowed for execution	One month
Authority to give fairand 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 (Adopted for the work of BTCL)

### **Bharat Sanchar Nigam Limited** **Electrical Wing**

Electrical Division: **III, Chennai**

Sub Division:ESDCANI, **Chennai**

1. I/we have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Direction
2. 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.
3. I/We hereby tender for the execution of the work specified for BTCL 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.
4. 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.
5. If I/We, fail to commence the work specified, I/We agree that the said BTCL 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 BTCL 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.
6. 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.
7. I/we agree to furnish to BTCL, 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 BTCL terms and conditions.
8. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any 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 BTCL.

<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 &amp; 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 BTCL for a sum of Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_ )

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

- a)
- b)

For & on behalf of BTCL

Dated

Signature :  
Designation :