

## ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS

<b>Name of Work:</b>	SITC of Cassette type Air Conditioning system in CNOC 5th floor HRD TE Chennai
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**DELIVERY AT 5<sup>th</sup> FLOOR CNOC ROOM OF BSNL TELEPHONE EXCHANGE, HADDOWS ROAD CHENNAI**

**In case of any discrepancies between the clauses in this ATC and those appearing elsewhere in the bid document, the clauses of this ATC shall prevail.**

### Eligibility Criteria:

The firms who fulfill the following requirements shall be eligible to e-tender

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

AND

2. Original manufacturers of 1.5 TR and above capacity Ductable /Cassette AC units.

OR

3. The dealer authorized by the original manufacturer of 1.5 TR and above capacity Cassette/ Ductable AC units. The letter of Authorization in Original from the manufacturer has to be produced by the dealer.

OR

4. Experience having successfully completed similar works in Central Government / State Government / Central Autonomous Body / Central Public Sector Undertaking during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-

a) Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender with equipment Module **not less than 80% of individual capacity** of the Ductable AC unit proposed in the NIT.

OR

b) Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender with equipment Module **not less than 80% of individual capacity** of the Ductable AC unit proposed in the NIT.

OR

c) One similar successfully completed works costing not less than the amount equal to 80% of the estimated cost put to tender with equipment Module **not less than 80% of individual capacity** of the Ductable AC unit proposed in the NIT.

### NOTE:

1. Work completion certificate issuing authority in respect of 4 above shall not be below the rank of Executive Engineer (E) or equivalent.
  2. Similar work means SITC (supply, installation, testing and commissioning) of Ductable type Split AC units with minimum equipment module of 2x1.5 TR / 2x3 TR / 2x4 TR Ductable split AC.
  3. Only Class – 1 local supplier as defined under the Revised Public Procurement (preference to Make in India) order 2017. Issued vide DPIIT Order No: P45021/2/2017-PP(BE-II) dated 16.09.2020 shall be eligible to bid. All rulings w.r.t Local content shall be as per the above cited order. The bidders offering imported products will fall under the category of Non-local suppliers. The Bidders can't claim themselves as Class-I local suppliers / Class –II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning and after sales services support like AMC / CMC etc.. as local value addition. Bidders are required to submit declaration in prescribed format.
2. The Seller shall possess and upload the following along with BID.

- (a) (i) EMD in prescribed form as per serial number 4. (if applicable)  
(ii) Near-Relationship Certificate as per serial number 6  
(iii) Vendor information form serial number 7  
(iv) Proof for financial and Physical norms as per eligibility criteria as per 4(a),(b) & (c).  
(v) GST Registration Certificate  
(vi) PAN Card  
(vii) Valid and Operative BIS License Certificate  
(viii) Valid MSME Registration Certificate (if Applicable)  
(ix) Bank Transaction Details with UTR Number towards the successful payment for EMD (if applicable)  
(x) Technical literature/ brochure of the equipment offered.  
(xi) Specification Compliance by the seller as given in Annexure-III of ATC  
(xii) Attested copy of EPF and ESI Registration along with undertaking  
(xiii) Service & Support: Bidder/OEM must have a Functional Service Centre in the State (Andhra Pradesh). Bidder/OEM must provide Escalation Matrix of designated persons with Telephone Numbers/E-mail Id/address for Service Support. This confirmation shall be provided by the OEM on their letter head  
(xiv) Self declaration on their letter head about GST% quoted by the firm on all the items
- (b) The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with bid.
- (c) Payment terms FOR PART A SUPPLY & PART B ICT  
(i) 85% of pro-rata value of PART A against supply of material at worksite.  
(ii) 15% of pro-rata value of PART A against successful Installation, testing and commissioning (ICT).  
(iii) 100% of ICT( Part B) against successful Installation, testing and commissioning(ICT).
- Note :
1. Bills for invoices received by consignee (SDE Electrical concerned) will be prepared and forwarded to the competent authorities for necessary approval in ERP.
  2. Invoice for ICT portion shall be raised by the seller only after successful completion of ICT of the AC units at work site.
  3. The Invoices for supply / ICT furnished by the successful bidder (after completion of supply / ICT) will be processed for payment by following BSNL bill processing guidelines which include processing through BSNL ERP payment system and the payment will be made by Centralized claim office, BSNL corporate office, New Delhi. The consignee would forward the various stages of Bill processing in ERP through mail viz, PO & date, SES & date, MIRO No & date, MIRO approval date. After MIRO approval, the bill will be automatically go to BSNL claim office, New Delhi through ERP and will be paid on FIFO basis.
- (d) Time allowed for this bid
1. For supply(Part A) – 15 days from the date of contract.
  2. For ICT(Part B) – 15 days after the date of supply of materials to site.

### **3. Consignee/Engineer In charge**

#### **(a) Consignee:**

S.No.	BA	Site Name (Delivery Location)		Consignee Name & Address
1	CHENNAI CENTRAL	FIFTH FLOOR CNOC ROOM	CNOC ROOM, 5 <sup>TH</sup> FLOOR BSNL TELEPHONE EXCHANGE HADDOWS ROAD CHENNAI-600034	Sri Mallikarjun V Hatapakki Sub Divisional Engineer(E) BSNL Electrical Sub Division-II, Ground Floor, TE Building Anna Road Chennai-02 <a href="mailto:esd2chennai@gmail.com">Email: esd2chennai@gmail.com</a> Mobile: 9449858488

<b>(b) Engineer In-Charges:</b>	
Name	<b>Shri S SURESH</b>
Designation	Executive Engineer ( Electrical)
BSNL Email id	<a href="mailto:Ee1chennai@gmail.com">Ee1chennai@gmail.com</a>
Mobile No (Service)	9449007881
Complete Office Address	BSNL Electrical Division-1, 2nd Floor, TE Building Kelly's Chennai-600010
Fixed Line Telephone	040-26470123,26448081
Pin code	600010

**Note: 1) The Seller shall confirm the billing details and the GST number before invoicing for the item.**

**4. Earnest Money Deposit (EMD):**

There shall be no EMD for Bids / RA having estimated value less than Rs. 5 lakh. For bids / RA having estimated value more than Rs 5 Lakh, while finalizing e-Bid / RA, an amount of **Rs. -----/-** (as in the GeM bid document) as EMD in favour of **BSNL, Chennai Telephones, Payable at Chennai** required to be submitted by bidders in the **form of DD or FDR or Bank Guarantee** of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India on GeM portal in the prescribed format.

- (a) Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer (Engineer In Charge) within 5days of the bid opening. The seller can submit the EMD hard copy before the opening date as well to the buyer (Engineer In Charge).
- (b) The EMD should be valid for 45 days beyond the bid validity.
- (c) Following categories of Sellers shall however, be exempted from furnishing EMD:
  - i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration and through uploaded supporting documents.
  - ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
  - iii. KVIC, ACASH , WDO, Coir Board, TRIFED and Kendriya Bhandar.
  - iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
  - v. Sellers/ Service Provider having annual turnover of Rs 500 Crore or more.
  - vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
  - vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
  - viii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
  - ix. Central / State PSUs.
  - x. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding.
- (d) EMD submitted by the bidder shall be forfeited, if the bidder:
  - i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
  - iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.
- (e) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.
- (f) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier.
- ~~(g)~~ Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

## **5. PERFORMANCE SECURITY**

(a) Performance Guarantee: The bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. ) 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 as per Annexure-II) within two weeks from the date of issue of advance purchase order. The validity period of the performance security in the form of performance bank guarantee/CDR/FDR shall be: One year from the date of actual completion of work. The GEM contract/purchase order shall be issued only after receipt of the performance guarantee. In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, BSNL will be at liberty to disqualify the bidder from bidding for any contract with BSNL for a period of one year from the date of disqualification as may be notified by BSNL (without Prejudice to BSNL's rights to claim damages or any other legal recourse).

(b) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the Performa provided in 'ANNEXURE-II' of this Bid Document or In the Form of DD/BC/FDR.

## **6. 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 and performance guarantee, will amount to security deposit of 10% of the contract value of the work. The security deposit shall be released after an observation period of One year from the date of actual completion of work.

### **7. Scope of work:**

The work shall be carried out as per relevant BIS/ CPWD General Specifications. Wherever any specific technical specifications are mentioned in this document, the same will prevail.

### **8. Store and Materials:**

All the stores and materials required for the satisfactory completion of the work shall be arranged at work site by the contractor from his own sources/open market. It should be clearly understood that no claim whatsoever shall be provided. However safe custody will be the contractor's responsibility. In case of major accident / loss on account of negligence on part of contractor, the contract shall be terminated and performance security deposited shall stand forfeited.

### **9. 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.

### **10. Indulging of Contractor in Criminal / Antisocial Activities and Cases under**

Investigation/ Charge sheeted by CBI or any other Government Agencies:

If the CBI / Independent External Monitor (IEM) / Income tax / GST/ Central Excise / Custom Departments recommend such a course – Action will be taken as per the directions of CBI or concerned department.

## **11. Settlement of Disputes & Arbitration (as per BSNL Procurement Policy):**

11.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

11.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

11.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide

#### **REVISED CLAUSE FOR THE TENDER ENQUIRIES**

**(Reference – Existing Clause 34 of Section 4 Part A of Standard Tender Enquiry under Chapter 3 of BSNL's Procurement Manual)**

#### **34. NEAR-RELATIONSHIP CERTIFICATE**

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units\*

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, **but excluding following:**

- Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

\*Unit, shall be taken as following:

- In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- In case of any near relative of the bidder being higher executive (DGM/JAG or higher), "BSNL unit" is defined as "BSNL as a whole".

34.2 The near relatives for this purpose are defined as:-

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

34.2.1 The format of the certificate is given in Section-6 Part B of Tender Enquiry.

#### **NEAR\_RELATIONSHIP CERTIFICATE**

*(Format of the Certificate to be given as per the clause 34.3 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)*

\* I.....S/o..... ..r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship. "

OR

\* Following are the details of near relatives working with the BSNL.

No.	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

\* Strike off whichever is not applicable.

*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.*

*Signature of the Proprietor/Partners/Directors of the tenderer entity*

*With date and seal*

**13.VENDOR INFORMATION FORM.**

The required vendor details for processing of bills in the format (Annexure A) under GST regime shall be furnished to the Executive Engineer (E) concerned before execution of agreement.

(Annexure-A) <b>VENDOR INFORMATION FORM</b> ( For Vendor code creation if not created earlier)			
Vendor name (Legal Entity Name)			
Vendor Code ( if created already in BSNL)			
Constitution of business			
Communication address			
Town / District			
Postal / Pin Code			
City			
State			
Landline / Mobile No.			
Fax No.(with STD Code)			
E-Mail address			
Type of Industry			
IFSC Code			
Bank Account No.			
Account holder name			
Type of account			
Mode of payment			
PAN No.			
GST registration No.			
Contact Person			
Designation			
Telephone Number			
Fax No.			
Email-ID			
<b>Provide the following information for all GST registrations :</b>			
Total no. of GST Registration (pan India)			
<b>For each of the registration, kindly provide the following information</b>			
<b>REGISTRATION FOR STATE-1</b>			
Date of registration		GSTIN/UIN Number	
Registered address			
PIN Code		State name	State code
Composition scheme availed			
Declaration by :	Name :		
	Designation:		
	Date :		
<b>Note: In case you have multiple registrations, please insert the details in additional page.</b>			

#### 14. SCHEDULE- A SCHEDULE OF QUANTITIES

SL No	Description	Unit	Quantity
1	Supply of 4 TR capacity 4 way flow Cassette type AC units of 3 Star rated, with minimum 3.1 EER, comprising of high efficiency compressor, High efficiency heat transfer Cooling Coil suitable for Environment friendly R410a refrigerant, suitable for 230/415 V 50 Hz power supply, consisting indoor & outdoor unit with cordless remote controller, single/three phase AC supply and capable of performing (a) Cooling (b) Dehumidifying (c) Air-circulating (d) filtering. The unit shall be auto-restart type without changing of existing settings etc. as per OEM standard and complete as required as per technical specifications. i/c interconnecting piping, suction line insulation etc., equipped with highly efficient scroll compressors, with inverter type compressor(s), etc as required.	6	Nos
2	Installation, testing and commissioning of 4.0 TR cassette type Split AC units including fixing the condenser unit, fixing of evaporator unit, fixing of liquid & suction line, wiring between indoor and outdoor units, drain piping, insulation etc. supplied with unit, first charge of refrigerant etc. complete as required as per site conditions.	6	Nos
3	Supply of 3 TR Ductable type AC unit as Fresh Air Treatment , comprising of high efficiency compressor, High efficiency heat transfer Cooling Coil suitable for Environment friendly R410a refrigerant, suitable for 230/415 V 50 Hz power supply, with minimum 3.1 EER and minimum 3 star rated , consisting indoor & outdoor unit with cordless remote controller, single/three phase AC supply and capable of performing (a) Cooling (b) Dehumidifying (c) filtering. The unit shall be auto-restart type without changing of existing settings etc. as per OEM standard and complete as required as per technical specifications. i/c interconnecting piping, suction line insulation etc., equipped with highly efficient scroll compressors, with inverter type compressor(s), etc as required.	1	Nos
4	Installation, testing and commissioning of 3.0 TR ductable type AC units including fixing the condenser unit, fixing of evaporator unit, fixing of liquid & suction line, wiring between indoor and outdoor units, drain piping, insulation etc. supplied with unit, first charge of refrigerant etc. complete as required as per site conditions.	1	Nos
5	Supply and installation of Interconnecting copper refrigerant pipe work duly insulated with Closed cell elastomeric nitrile rubber type tubular insulation between indoor & outdoor units as per specifications and IEM standard . All piping inside the room shall be properly supported with hanger slotted angle support as specified entire insulation pipe shall be covered with Vinyl role Exposed Copper pipe shall be covered with Glass cloth and UV coated Paint finish etc., complete as required		
5.1	1/2" (12.7 MM)	160	Mtr
5.2	3/8" (9.58 MM)	160	Mtr
6	Supply installation testing commissioning of Hard PVC Drain line with 9mm thick closed cell elastomeric nitril rubber insulation covered with Vinyl Role etc., complete as required		
6.1	25 mm Dia	100	Mtr
6.2	32 mm	50	Mtr

7	Supply and laying of 3cx4.0 Sq.mm flexible copper cable cable from power point to indoor unit as per standard with plug connection for indoor unit etc.in existing pipe/tray, complete as required	80	Mtr
8	Supply and fixing of powder Coated MS stand for Our door units of 4 TR cassette /3 TR ductable AC O/D units with suitable accessories etc., complete as required.(On terrace)	7	set
9	Supply and Installation of factory/ Manual fabricated Rectangular duct arrangement with 24 G G I sheets as specified below including necessary vans ,guides, TDF flanges, frames etc. GI ducting complete with suspenders of MS rods/Wire rope The joint shall be sealed with Neoprene gasket ,Necessary approved sealant shall be used for complete leak proof system.	8	Sqmt
10	Supply and fixing of closed cell elastomeric Nitral rubber insulation /XLPE class O 9mm thick completely pasted outside surface of the ducting etc., complete as required	30	Sqmt
11	Supply installation Testing commissioning of Fire retardant canvass connection with suitable accessories suitable for 3 TR Ductable type AC units etc., complete as required	2	Nos
12	Supply installation testing commissioning of Powdered quoted aluminium Supply air grill with suitable accessories etc., complete as required	2	Sqmt
13	Supply installation testing commissioning Ladder Type GI cable tray (minimum 30 cms width) for supporting refrigerant pipe line of 3 TR/4TR AC units for Terrace Area with suitable accessories etc., complete as required.	25	Mtr

Note: Do not quote here...

#### **IMPORTANT NOTE FOR BIDDERS:**

The work shall be carried out as per latest IS/ CPWD Specifications. However, any specific technical requirement of BSNL is mentioned in this document, the same will prevail/supersede.
The rates for all items of work shall include cost of all materials, labour, packing and forwarding charges and other inputs involved in the execution of the items as specified in the scope of work
For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.
All taxes CGST, SGST, UTGST and IGST if any, required to be paid on the invoices as specified in clause above shall be borne by the supplier. The firm has to obtain necessary clearance(s) wherever required. The tenderer shall furnish the technical literature and catalogues of the equipment offered at the time of submission of bids.
Kindly note: As the work is to be carried out in false ceiling, coordination required between Civil, Electrical and plumbing works etc, so that work should not be halted unnecessarily and to be completed within the stipulated period..



**MODEL FORM OF BANK GUARANTEE**

**(For submitting EMD)**

**Whereas\_(hereinafter called “the contractor(s)”) has submitted its Tender dated  
\_\_for the work \_\_\_\_\_**

KNOW ALL MEN by these presents that we \_\_\_\_\_

OF \_\_\_\_\_ having our registered office at \_\_\_\_\_

(hereinafter called “the Bank”) are bound unto \_\_\_\_\_ (hereinafter called “the BSNL”) in the sum of \_  
\_\_\_\_\_ for which payment will and truly to be made of the said BSNL, the Bank binds itself, its  
successors and assigns by these presents.

THE CONDITIONS of the obligation are:

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

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

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

**Signature of the Bank**

**Signature of the witness**

**Name of Witness**

**Address of Witness:**

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the CMD, BSNL (hereinafter called "BSNL") having agreed to exempt \_\_\_\_\_(hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
1. We (name of the bank)\_do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said contractor(s)" of any of the terms or conditions contained in the said Agreement or by reason of the Contractors / Sellers (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\_\_.
2. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
3. We( name of the bank)\_further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till\_\_\_\_(office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
4. We (name of the bank)\_further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
6. 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)

**18. Buyer Added Bid Specific Terms and Conditions**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also

reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## **2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address As PER ATC DOCUMENT ATTACHED.

## **3. Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

## **4. Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to the buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## **5.Generic**

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

## **6.Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## **7. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## **8. Generic**

Manufacturer Authorization: Wherever Authorized Distributors/service providers are submitting the bid, Authorization Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## **10.Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 11. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

## 12. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of BSNL, Chennai Telephones Payable at Chennai.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 13. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of BSNL, Chennai Telephones Payable at Chennai, The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 14. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of BSNL, Chennai Telephones Payable at Chennai. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of BSNL, Chennai Telephones Payable at Chennai. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 16. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of BSNL, Chennai Telephones Payable at Chennai. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee.

For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

## 17. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of BSNL, Chennai Telephones Payable at Chennai. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 18. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 19. Warranty

Timely Servicing/rectification of defects during the warranty period: After having been notified of the defects/service requirement during the warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete service/rectification within the defined time limit, a penalty of 0.5% of the Unit Price of the product shall be charged as a penalty for each day of delay from the seller. The seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amounts from the Performance Security (PBG). The cumulative Penalty cannot exceed more than 3.5% of the Unit Price of the product after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Seller besides the forfeiture of PBG/SD. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

20. Where ever the Term "Contractor" is used it may be read as "Seller".

## ANNEXURE-III

### Specification Compliance Certificate by the Seller

I / We do hereby undertake to have gone through the Specifications, Schedule, terms & conditions / clauses of all the BID documents being adopted by the BHARAT SANCHAR NIGAM LIMITED (Electrical Wing) & agree to abide by the same.

In case of failure to comply as above, our offer will stand withdrawn and the decision of tender opening officer in this regard shall be final & binding on me.

<b>(TO BE FILLED UP, SCANNED AND UPLOADED - IF NOT UPLOADED, THE BID WILL NOT BE CONSIDERED)</b>			
<b>TECHNICAL SPECIFICATION OF INVERTER TYPE CASSETTE AIR-COOLED SPLIT AC UNITS</b>			
<b>A</b>	<b>Capacity:</b>	Unit	4.0 TR Inverter type Cassette air cooled split AC units
	1. Nominal capacity of the Unit	TR	4.0
		BTU / Hr	48000
	Make of the Unit offered	Make:	
	Model of the Unit Offered (Note: Catalogue to be attached)	Model:	
	2. Refrigerant	R 410 A or Equivalent	
	3. Power supply	Voltage/Nominal rated current/ Phase/Hz	
	4. Power input at rated condition (or) Nominal total input power (cooling)	in Watts	
	5. EER BTU / W-h	<b>Minimum 10 BTU / W-h</b>	
<b>B</b>	<b>Inoor Unit:</b>		
	1. Nominal dimensions (WxDxH) in mm	As per actual	

	2. Weight (approx)	in Kgs	
	3. Nominal Air flow (CFM)	CFM	
	4. Blower fan type	Centrifugal forward curve	
	5. Blower material	Aluminium	
	6. Fan Motor		
	i) Nos	in numbers	
	ii) Input watts	in Watts	
	7. indoor Coil matreial	Copper conform to IS equivalent national standard / international standard	
	8. Indoor Air Filter	Anti-dust washable aluminium / Non woven ployster medla enclosed in HDPE mess air filters for clean indoor Air quality (IAQ)	
	9. Indoor Static Pressure	<b>Minimum 45 Pascals</b>	
	10. Remote Type	Wireless / Wired	
<b>C</b>	<b>Out Door Unit:</b>		
	1. Nominal dimensions (WxDxH) in mm	As per actual	
	2. Weight (approx)	in Kgs	
	3. Type of compressor	Rotary / Scroll type	
	4. No. of Compressors	in numbers	
	5. Condensor Coil	Copper conform to IS equivalent national standard / international standard	
	i) Type		
	ii) Tube Material		
	6. Condensor fan type	As per actual	
	7. Refrigerant Piping sizes	Copper conform to IS equivalent national standard / international standard	
	i) Liquid side		
	ii) Gas side		
<b>D</b>	<b>Micro Controller:</b>		
<b>TECHNICAL SPECIFICATION OF INVERTER TYPE DUCTABLE AIR-COOLED SPLIT AC UNITS</b>			
	1. Type		
<b>A</b>	Capacity:	Unit	3.0 TR Inverter type ductable air cooled split AC units
	1. Nominal capacity of the Unit	TR	3.0
		BTU / Hr	36000
	Make of the Unit offered	Make:	
	Model of the Unit Offered (Note: Catalogue to be attached)	Model:	
	2. Refrigerant	R 410 A or Equivalent	

	3. Power supply	Voltage/Nominal rated current/ Phase/Hz	
	4. Power input at rated condition (or) Nominal total input power (cooling)	in Watts	
	5. EER BTU / W- h	Minimum 10 BTU / W-h	
B	Inoor Unit:		
	1. Nominal dimensions (WxDxH) in mm	As per actual	
	2. Weight (approx)	in Kgs	
	3. Nominal Air flow (CFM)	CFM	
	4. Blower fan type	Centrifugal forward curve	
	5. Blower material	Aluminium	
	6. Fan Motor		
	i) Nos	in numbers	
	ii) Input watts	in Watts	
	7. indoor Coil matreial	Copper conform to IS equivalent national standard / international standard	
	8. Indoor Air Filter	Anti-dust washable aluminium / Non woven ployster media enclosed in HDPE mess air filters for clean indoor Air quality (IAQ)	
	9. Indoor Static Pressure	Minimum 45 Pascals	
	10. Remote Type	Wireless / Wired	
C	Out Door Unit:		
	1. Nominal dimensions (WxDxH) in mm	As per actual	
	2. Weight (approx)	in Kgs	
	3. Type of compressor	Rotary / Scroll type	
	4. No. of Compressors	in numbers	
	5. Condensor Coil	Copper conform to IS equivalent national standard / international standard	
	i) Type		
	ii) Tube Material		
	6. Condensor fan type	As per actual	
	7. Refrigerant Piping sizes	Copper conform to IS equivalent national standard / international standard	
	i) Liquid side		
	ii) Gas side		
D	Micro Controller:		
	1. Type		

**Signature of contractor/authorized representative with seal of the firm**

## **15. SPECIFICATION FOR DUCTABLE TYPE CEILING / WALLMOUNTED AIR CONDITIONING INSTALLATION**

### **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. Refrigerant Circuit**

2.1 All refrigerant pipes and fittings shall be type 'L' hard drawn copper tubes and wrought copper fitting suitable for connection with silver solder. The copper thickness of wall shall be 20G/ 22G (0.7 to 1 mm)

2.2 All joints in copper piping shall be swaged joints using low temperature brazing and/ or silver solder. Before jointing any copper pipe or fittings, its interior shall be thoroughly cleaned by passing a clean cloth via wire or cable through its entire length. The piping shall be continuously kept clean of dirt etc. while construction of the joints. Subsequently, it shall be thoroughly blown out using nitrogen.

2.3 Refrigerant lines shall be sized to limit pressure drop between evaporator and condensing unit to less than 0.2 kg per Sq.cm.

2.4 After the refrigerant piping installation has been completed the refrigerant piping system shall be pressure tested using Freon mixed with nitrogen at a pressure of 20 Kg per Sq. cm. (High side) and 10 Kg per Sq. cm (Low side). Pressure shall be maintained on the system for 24 hours.

2.5 The system shall then be evacuated to a minimum vacuum of 70 cm. of mercury and held for 24 hours, during which time; change in vacuums shall not exceed 12 cm of mercury.

2.6 All refrigerant piping shall be installed strictly as per the instructions and recommendations of air conditioning equipment manufacturers.

2.7 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 standard /International standard.

2.8 The refrigerant used shall be chemically pure, free from moisture or any other chemical contamination.



### **3. Electrical Ratings**

3.1 Ratings in watts for split air conditioners shall be based on standard voltage which shall be 240V/415 V, Single/Three phase, 50Hz, the units however shall be capable of working at any voltage within +/-5 percent of the standard voltage.

5. Rating and Test Conditions- As per Manufacturer Test Report.

### **16. ADDITIONAL SPECIFICATION FOR CASSET/DUCTABLE TYPE AC:**

1. Refrigerant line: Suction and liquid Refrigerant pipe size as recommended by the manufacturer. The refrigerant to be used shall be eco-friendly and as per various guidelines issued by the Govt. of India such as R-410 or equivalent.
2. The unit shall have contemporary look and the panel shall match with the stylish and decorative false ceiling.
3. The unit shall have cordless remote controller to operate the Ductable AC and the remote shall have LCD display to display various parameters.
4. The ceiling unit shall be extremely quiet in operation.
5. Integrated drain pump shall be provided with the ceiling unit so as to drain the condensed water effectively without damaging the false ceiling.
6. The logic control of the unit shall ensure that the unit operates at the most suitable capacity according to indoor and outdoor conditions.
7. The ceiling unit fan shall be able to operate at different speed high-low-medium through remote control unit.
8. The firm has to arrange all tools & plants, scaffoldings etc.. for installation of Ductable type AC units.
9. The unit shall have high static pressure (Minimum 45 Pascal's). The agency has to produce documentary evidence such as technical data sheet of the manufacturer and the same shall be uploaded along with the other documents while participating in the bid.
10. All material and drawing shall be got approved by Engineer-In-charge before execution of work.

### **SPECIAL CONDITIONS:**

1. The work shall generally be carried out as per CPWD / BSNL specification / IE rules and IS standards.
2. **Manufacturers Guarantee:**
  - a. **The compressor shall have warranty as offered by Manufacturer subjected to a period of minimum three years for Ductable AC unit from the date of commissioning.**
  - b. **The dealer shall provide two free services for each Ductable AC machine in a 12 month time.**
  - c. **Unit warranty shall be for 1 year.**
3. All material and drawing shall be got approved by Engineer-In-charge before execution of work.
4. The agency shall ensure to forward the warranty / guarantee for compressor, PCB and AC units as offered by the manufacturer. This has to be given in writing by the vendor on their letter head and to be uploaded with other documents.
5. The OEM shall confirm that they have service centers on PAN India basis and they will provide the spares / service support for these ACs for five years. This confirmation shall be provided by the OEM on their letterhead and to be uploaded with other documents.

6. The person of OEM issuing authorization letter to the vendor shall certify that he /she is authorized to issue the authorization for the area where this work is to be executed i.e. name of Place. This certification shall become the part of authorization letter.
7. **The agency shall have a local office and service centre in Tamil Nadu and the documentary evidence for the same has to be uploaded by the vendor along with the Bid.**
8. The BOQ compliance certificate on the letterhead of the manufacturer has to be uploaded by the vendor/manufacturer.
9. The self-declaration on the letterhead of the firm about GST % quoted by the firm on all the items of the schedule of work has to be declared by the firm since this Bid is on GEM portal and the rates are to be quoted inclusive of GST.

#### 17. LIST OF SFAETY STANDARDS

- 618 Code for practice for safety and health requirements in electrical and gas welding and cutting operation.
- 659 Safety code for Air Conditioning.
- 660 Safety code for mechanical refrigeration.
- 3016 Code of practice for fire precautions in welding and cutting operation.
- 3696 Safety for scaffolds and ladders

MATERIALS AND STORAE AT SITE: All materials used for the work should be get approved before use. Rejected materials should be removed from site immediately. Original TEST CERTIFICATE and Guarantee cards if any and operation manual to be submitted to the Sub Divisional Engineer (E). Lockable space for storing materials will be provided by department. However safe custody will be the firm's responsibility till handing over to BSNL.