

ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS (ATC)

NAME OF WORK:- Providing Comprehensive maintenance of Split AC units in RSU's / Telephone exchanges in DGM North East, North OA Chennai Telephones (2025-27)

IMPORTANT NOTE: 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.

Clause no 1 Eligibility Criteria: -

1.1 General: The Contractors satisfying the following shall be eligible to bid.

ELIGIBILITY CRITERIA

The bidders satisfying the following conditions:

(a) Financial Norms:

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

AND

The manufacturer or authorized service dealer /OEM of the makes of any major equipment included in the NIT

(OR)

Experience of having successfully completed **similar** works in BSNL/CPWD/RAILWAY/MES comprising of similar service as part of scope of work during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following:

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

(OR)

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

(OR)

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

(AND)

Letter of authorization from the manufacturer/ OEM / Authorized Dealer (with valid jurisdiction) in Original / Photocopy will be required to be submitted.

Note:

1. "Similar work means **"Comprehensive maintenance of Split AC / window AC Units"**
2. **The estimated cost of one year shall be considered to evaluate the eligibility criteria.**

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

Important Note1 : The eligibility of the agency is subject to the restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017, as circulated vide Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India, O.M. No. DPE/7(4)2017- fin. (Part-I) dt 30.07.2020. The bidder company must comply with the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 of Govt of India. Any bidder, from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking as per Section-7(L) in this regard.[For details F. No. 6/18/2019-PPD Department of expenditure Public procurement Division dated 23rd July 2020 may be referred.]

Clause No 2:Payment terms:

Payment shall be made on quarterly basis after completion of maintenance period and on submission of bill in printed letter head together with requisite certificate and documents

Clause No 3 a) Consignees (Delivery of Service)

| Sl. No | Name of site | Site Address | Qty | PIN Code | Site in charge/ Consignee | Engineer in charge |
|--------|---|-----------------------------|----------------|----------|--|--|
| 1 | Telephone Exchanges under DGM Ambattur Chennai telephones | Various Telephone Exchanges | 94 units/month | 600010 | Shri. Balamurugan, Sub Divisional Engineer (Electrical), BSNL Electrical Sub Division, Kellys Building, Chennai-600010 Mob. No. 9444979498 | Shri S SURESH, Executive Engineer(E), BSNL Electrical Division-I, TE Building, Kellys, Chennai-600010 Mob.no. 9449007881 |

Clause 3 b) Engineer In Charge

Executive Engineers (E) , BSNL Electrical Division-I, Chennai will be the Engineer In Charge. Engineer In Charge's decision is final and binding.

Clause no 4 :Earnest Money Deposit

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, the bidders shall submit EMD as below:

- (a) An amount of **INR shown 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 Bank Guarantee **of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India** on GeM portal in the prescribed format as per annexure - I
- (b) Scanned copy of the same shall be uploaded by Seller in the online bid and Originals of bank instruments such as DD or EMBG towards EMD/ Bid Security (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5 days of bid submission end date failing which the bid shall be rejected.
- (c) 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 120 days from the date of opening
- (d) Categories of Sellers to be exempted from furnishing EMD shall be per the GeM General terms and conditions (GTC) of the bid subject to fulfilling the following condition
 - i) The bidder has to submit the self certified copy of the registration certificate issued by the concerned authority specified in GTC.
 - ii) The above registration certificate should have validity on the date of opening of technical bid.
 - iii) In case the above registration certificate is found to be invalid (date expired) or irrelevant works or services i.e. other than the tendered works/services, then the above registration certificate can not be considered for exemption of EMD and the bid received will be treated as ' Bid submitted without EMD ' which would attract disqualification.
 - iv) Copy of ' Application for obtaining above registration ' or pending renewal of certificate will not be entertained. Such bid will be treated as ' Bid submitted without EMD ' which would attract disqualification.
- (e) 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.
- (f) 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 offense, 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.
- (g) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of the successful bidder

shall be returned within 15 days after receipt of Performance Security / e-PBG.

(h) Account details of AO CASH for online payment

| | |
|------------------------------|--|
| Beneficiary Account Name | BSNL CHENNAI TELEPHONES |
| ADDRESS | O/o CHIEF GENERAL MANAGER CHENNAI TELEPHONES, No 78, Purasawalkam High Road, Chennai |
| PAN | AABCB5576G |
| Type of Account | CURRENT ACCOUNT (COLLECTION) |
| Beneficiary Account Number | 067521010000011 |
| Beneficiary Bank IFSC code | UBIN0906751 |
| Beneficiary Bank Name | UNION BANK OF INDIA |
| 9 –DIGIT MICR | 600026140 |
| Beneficiary Bank Branch Name | Union Bank of India, Anna Salai Branch, Chennai |
| Beneficiary Bank Address | No 102, Anna Salai Branch, LIC Building Ground Floor, Chennai - 2 |

Note:-The Seller shall ensure that the the Account, Billing details and the GST number entered are correct, before invoicing for the item(s).

Clause No. 5 :CERTIFICATE TOWARDS NEAR-RELATIONSHIP

- i. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding 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 state and central. Due to any breach of these conditions by the company or firm or any other person the tender 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.
- ii. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- iii. The near relatives for this purpose are defined as:-
 - a. Members of a Hindu undivided family.
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and

brother's wife, sister(s) and sister's husband (brother in law).

- iv. The **format of the certificate** is given below.

NEAR-RELATIONSHIP CERTIFICATE

(To be typed on Firm's letter head)

(Format of the Certificate by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

Signature of the tenderer

With date and seal

Clause No 6.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.

(GST-Annexure-A)

| VENDOR INFORMATION FORM | |
|--------------------------------|--|
| Vendor name(Legal Entity Name) | |
| Constitution of business | |
| Communication address | |
| State | |

| | |
|--|--|
| PAN | |
| Vendor type : | |
| GST registration Number. | |
| Existing tax registration number (Please specify) | |
| Contact Person | |
| Designation | |
| Telephone Number | |

| | | | |
|--|--------------|------------------|------------|
| Fax No. | | | |
| Email-ID | | | |
| BANK DETAILS | | | |
| Name of Bank | | | |
| Name of Branch | | | |
| Swift Code | | | |
| Account Number | | | |
| Account Name | | | |
| Provide the following information for all GST registrations : | | | |
| Total no. of GST Registration (pan India) | | | |
| | | | |
| For each of the registration, kindly provide the following information | | | |
| REGISTRATION FOR STATE-1 | | | |
| Date of registration | | GSTIN/UIN Number | |
| Registered address | | | |
| PIN Code | | State name | State code |
| Composition scheme availed | | | |
| Declaration by : | Name : | | |
| | Designation: | | |
| | Date : | | |
| Note: In case you have multiple registration, please insert the details in additional page. | | | |

Clause No 7 .PERFORMANCE SECURITY

- (i) **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**
- (ii) **Security Deposit:** In addition to Performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be

deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the 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.**

- (iii) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (iv) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in Annexure - II
- (v) The performance security Bond and security deposit will be discharged by the Purchaser after completion of the supplier's performance obligations under the contract.

Clause No 8. Undertaking to abide by EW 6 & EW 8

"I.....Son/Daughter of
.....Resident of hereby give an undertaking that I have read the complete bid document and I am aware of all the clauses and sub clauses of BSNL EW 6 & 8 forms and I confirm that I will abide by all the terms and conditions available in BSNL EW 6 & 8 forms.

(Seal of the firm)

(Signature of Bidder)

The BSNL EW-8 document can be seen from the web site [www.tamilnadu.bsnl.co.in/BSNL EW 8 12072018.pdf](http://www.tamilnadu.bsnl.co.in/BSNL_EW_8_12072018.pdf) at free of cost.

Clause No 9.COMPLIANCE STATEMENT

We..... (name of the firm) state to comply in full manner with all the General Terms and conditions , Special Terms and conditions and Additional terms and conditions of the Tender Document for the work of **"Name of work:-Providing Comprehensive maintenance of Split AC units in RSU's / Telephone exchanges in DGM North East,North OA Chennai Telephones (2025-27)" without any reservation and deviation.**

For and on behalf of (Name of Firm)

(Seal of the contractor /Company /Firm)

(Signature of contractor/Authorized Signatory)

(Postal address)

Dated.....

Clause No 10 Undertaking regarding EPF provisions

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

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

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".

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

If the firm not registered with EPF department they have to register and submit the same with in one month of award of work

(Seal of the firm)

(Signature of Bidder)

Undertaking regarding ESI provisions

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

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

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

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

If the firm not registered with ESI department they have to register and submit the same with in one month of award of work

(Seal of the firm)

(Signature of Bidder)

Clause No 11. MANUFACTURER'S AUTHORIZATION LETTER

//TO BE PRINTED IN MANUFACTURER'S COMPANY LETTER HEAD//

DATED:

TO
EXECUTIVE ENGINEER (E)
BSNL ELECTRICAL DIVISION-I
Chennai

Sub : Manufacturer's Authorization Letter

GeM Bid No :

Name of work :

Dear Sir,

We _____ (manufacturers name) having registered address _____ and who are Original Manufacturer of Precision Air Conditioner do hereby authorize _____ (bidder) with their registered address _____

to participate in above referred GeM bid.

We do hereby undertake to be responsible for all obligations and liabilities relating to the work and in accordance with the terms of the bid.

Authorized Signatory of the Manufacturing Company.

TECHNICAL SPECIFICATIONS

PART I: SCOPE OF WORK FOR SPLIT /WINDOW AC UNITS

- a) Keep all the units in healthy working condition.
- b) Attending day to day faults promptly.
- c) Carrying out maintenance tasks as mentioned in Part-III.

PART II: TASKS TO BE PERFORMED WITHIN 15 DAYS

Following tasks should be carried out within 15 days.

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

Part III – MAINTENANCE SCHEDULE TO BE FOLLOWED

WINDOW /SPLIT AC UNITS:

Monthly

- 1. Check of air filters & clean them.
- 2. Checking of Electrical Connections
- 3. Check voltage stabilizer provided with A/C unit.
- 4. Check for leakage of condition air.
- 5. Check that fins are clean.
- 6. Check the window AC control unit.
- 7. Check for tripping of compressor by thermostat.

8. Check any combing is required in the fins at the back of the unit

Yearly

1. Complete servicing of A/C unit / water cooler / voltage stabilizers i/c replacement of filters
..... (February)

Testing

Detailed Testing of the installation shall be done once in a year to find out capacity and efficiency of various equipment with respect to their rating. The testing procedure shall be same as adopted at the time of original testing (but without involving the T&D persons.)

PART IV MATERIALS

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

1. Replacement of complete AC unit, Complete Condenser unit, complete cooling coil

However Refrigerant lost during the operation, oil, fan belt, & filter shall be firm's responsibility.

NOTE: - The replacement of material shall be with the same rating and make as that of the original. However, in case of non-availability of a particular make, the Engineer-in-charge will approve the alternate make.

COMMERCIAL

The maintenance personnel engaged by the firm should maintain proper discipline and good behavior with occupants.

The firm shall remove such workers from the site whose behavior is found improper. Executive Engineer's decision in this matter shall be final.

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

Any accident or damage during maintenance will be the responsibility of agency & BSNL will not entertain any claim, compensation, penalty etc. on this account or on account of non-observance of law to the work.

The BSNL reserves the right to carry out any work at the risk and cost of the agency, if the agency fails to perform any duty as per the contract.

The tenderer must obtain himself at his own expense all the information necessary for the purpose of execution, before tendering.

The agency should inspect the site & acquaint itself with all the local condition, means of access to work & nature of work etc. No claim shall be entertained on these accounts.

The rate quoted must be full & final.

Nothing extra is payable other than quoted rates unless specified. The contractor shall not sublet the work or part thereof. However, services of specialised agencies for specified work can be obtained.

The firm shall maintain the installation(s) in such a way as to provide uninterrupted required conditions in air conditioned rooms.

The BSNL 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.

The BSNL reserves the right to extend the contract as per the provisions of agreement at the same rate & conditions.

The staff engaged by the firm shall bear the identity card.

Once the installation is handed over to the contractor, it is the responsibility of the contractor to attend whatever defects / damages arising after the date of handing over i/c replacement of defective components etc.

After the contract period is over, the installation has to be duly handed over to the department with all the services in good, healthy, neat, working condition. The contractor shall be responsible for any discrepancies Vis-a-vis, the status of installation at the start of work plus any modification carried out during the currency of the contract.

Any defects, shortcomings brought to the notice of the BSNL within 15 days of award of work shall be the responsibility of the BSNL.

BSNL is having right to pre close the agreement in special cases with one month notice without assigning any reason.

BSNL is having the right to curtail the quantity according to the requirement.

The rate quoted must be full and final, it is inclusive of all taxes and duties. Nothing extra is payable other than quoted rates.

4.0 MATERIALS AND TOOLS & PLANTS

(A) Material

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

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

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

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

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

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

B) TOOLS & PLANTS:

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

a. Wherever the firm is carrying out the maintenance of equipment, the firm shall possess the following minimum T&P .

i. Insulated Screw Driver

- ii. Line Tester
- iii. Insulated Cutting Plier
- iv. Torch Light
- v. Waste Cloth
- vi. thermometer
- vii. Ring and adjustable spanner Set
- viii. Insulated Hand gloves
- ix. Test Lamps
- x. Pressure Gauge.
- xi. 4.9 The above list is general and any other requirements for smooth maintenance of installation shall be contractor's responsibility and he shall not claim anything extra on this account.
- xii.
- xiii. 4.10 The firm shall also coordinate with the JTO (E) / SDE (E) for carrying out energy audit/capacity test at site with respect to AC units, whenever it is required to do so.
- xiv.
- xv. 4.11 The Firm/Contractor will provide the workers with necessary Testing and Safety Equipment.
- xvi.
- xvii. Note:-1.The safety of stocking/ storing arrangement of minimum inventory and T&P shall be the responsibility of the firm.

5.0 COMMERCIAL

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

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

5.3 The rates quoted must be full & final. Nothing extra is payable other than quoted rates. Clause 10-CC shall not be applicable for this account.

6.0 DAMAGES TO BSNL INSTALLATION:

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

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

7.0 CURRENCY OF CONTRACT:

7.1 The currency of contract shall be 24 months. The Department reserves the right to terminate the contract by giving show cause notice of one-month duration at any time during the currency of the contract.

7.2 The Department reserves the right to extend the contract for a maximum period of six months (three months at a time) at the same rates & conditions, without the consent of the firm and beyond this period with mutual consent.

8.0 TERMINATION OF CONTRACT:

8.1 Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm, failure to attend breakdown in reasonable / prescribed time , disobedience and abandoning the site etc. In such a case, Full Performance Guarantee shall be forfeited to BSNL. The decision of Superintending Engineer (E) in this regard shall be final and binding.

8.2 Right is reserved by BSNL for closure of the contract at any time by giving one month's notice for reasons not attributed to the Contractor. The decision of Executive Engineer shall be final and binding on the contractor for closure of contract and for which BSNL shall not entertain any claim.

8.2.1.1 PENALTY FOR DEFICIENCY IN SERVICE:

| SERVICE | SERVICE CONDITIONS | PENALTY FOR DEFICIENCY IN SERVICE |
|-------------------------------------|--|--|
| Window/ Split AC units maintenance | i) Faults involving the following in the individual units shall be replaced within the time frame failing which penalty shall be imposed. 1. Condenser coil & Evaporator coil leakage other than normal wear and tear in units of more than 6 years –Beyond one month. 2. Compressor replacement –Beyond 3 weeks 3. Blower fan/ motor, Condenser fan/ motor, MCB replacement – Beyond 15 days 4. Others – Beyond one week. | Rs.500/- per day per unit Rs. 500/- per day per unit Rs. 500/- per day per unit Rs. 250/- per day per unit . |
| Energy efficiency of AC (all types) | iii) Energy efficiency of AC: Shall be within benchmark value. Any reduction will lead to penalty. (<i>Excluding deterioration due to ageing</i>) | Penalty proportionate to additional energy expenditure incurred due to reduced efficiency. |

Note:-

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

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

3. If the performance is found to be unsatisfactory (Such as non-recording of data, failure to carry out periodical maintenance in time, etc., penalty upto 25% of one month's bill for that service for that site shall be recovered. This is in addition to the penalty for specific deficiencies as per Clause 9 above.

6. Repair etc. of faulty equipment for which comprehensive maintenance is included, if not done by the firm, will be got done at the risk & cost of firm, beyond 7 days of continuing failure(over and

above the day's allowable as per above penalty clause table), without further notice. The decision of EE (E) shall be final in this regard.

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

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

10.0 GENERAL CONDITIONS:

10.1 The contractor has to keep all the equipments under maintenance in neat and clean to avoid any accident and or fire hazards.

10.2 Dates of weekly, monthly, biannual / annual tests / maintenance activity, (wherever applicable), shall be displayed / recoded in relevant columns.

10.3 Contractor shall have a round the clock communication landline/ Mobile telephone number at Chennai.

10.4 Disposal of complaint shall be recorded and monthly report shall be submitted to the SDE (E) concerned.

10.5 The Contractor will display on a board in AC Plant room important telephone numbers.

10.6 The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained.

10.7 The contractor agrees that he shall at all times indemnify BSNL against all claims for compensation under the provisions of any law for the time being in force or in respect of any person employed by it in carrying out the contract. Further, such staff has no right to claim employment in BSNL.

10.8 The Contractor will provide the maintenance personnel with necessary T & P, Testing & safety equipments.

10.9 Contractor has to observe all the labour rules and regulations in force & BSNL shall not be liable for any default

10.10 BSNL reserves the right to carry out any work at the risk and cost of the contractor, if the agency fails to perform any duty as per the contract.

10.11 Firm is responsible to keep workable spares and consumables for due performance of the contract. For critical spare parts, firm shall have arrangement with dealers for prompt supply.

10.12 The material used/replaced by the firm for the work shall have same specification. Alternate Make shall be allowed in case of immediate non availability / obsolescence.

10.13 As Air-conditioning services are of critical nature, the firm will ensure that the personnel engaged are well trained to take responsibility and initial steps under emergency situation.

10.14 In case of Emergency, contractor and/or his authorized engineer or supervisor shall be available at site on short notice from Engineer-in- charge and make all efforts to make the situation normal at the earliest

12 TEST CHECK BY THE FIELD ENGINEERS:

12.1 For the purpose of assessing the quality of service rendered by the firm against the above contract, the EE, SDE & JTO shall carryout inspection & test checks of the service/work under the contract periodically.

12.2 During these test checks they shall record any deficiency in the work. As per the principle of sampling, if service during sample test check is not found to be satisfactory, then penalty shall be imposed on the contractor as per the penalty clause no. 9.

13.0 Guarantee and Defect Liability

13.1 The guarantee for replaced components / equipments shall be valid for twelve months after successful commissioning. The contractor shall guarantee that all replaced components / equipments are free from any defects and also the equipments work with satisfactory performance and efficiency not less than the guaranteed values.

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

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

14.0 ENERGY CONSERVATION

14.1 BSNL Electrical Wing, Chennai Telephones is committed to reduction in energy bills by the way of energy conservation over a year by 5%.

14.2 The contractors shall co-ordinate with the departmental SDEs / JTOs while conducting Energy auditing of the AC Plant under maintenance for effective Energy Conservation. The contractor shall facilitate energy conservation measures prescribed for the particular plant.

14.3 The contractors are responsible for display of Energy conservation slogan stickers at prominent locations in the area under maintenance.

14.4 Totally Burnt out motors shall not be repaired but replaced with higher efficiency motors of reputed make.

15. List of Annexures

| SL NO | Description of Annexure | Annexure |
|-------|---|----------|
| 1. | Model Form Of Bank Guarantee | I |
| 2. | Performance Security Guarantee Bond | II |
| 3. | Size Of Services To Be Maintained | III |
| 4. | Complaint cum Fault Register | IV |
| 5. | Window/Split Ac Units Maintenance Card Format | V |
| 6. | ABSTRACT OF ACTUAL PERIODICAL MAINTENANCE CARRIED OUT IN THE QUARTER ENDING | VI |
| 7. | CERTIFICATE TO BE SUBMITTED ALONG WITH EACH BILL | VII |

ANNEXURE-III**SIZE OF SERVICES TO BE MAINTAINED**

| SSA Name | Name of the site | DGM Area | Split AC 1.5TR (Nos) |
|------------|------------------------|------------|----------------------|
| CHTD NORTH | Flower bazaar HT | North East | 10 Nos |
| CHTD NORTH | KELLYS | North East | 3 Nos |
| CHTD NORTH | HARBOUR TEL. EXCHANGE | North East | 7 Nos |
| CHTD NORTH | GUMMIDIPOONDI SIPCOT | North East | 6 Nos |
| CHTD NORTH | PONNERI | North East | 5 Nos |
| CHTD NORTH | MANALI CHENNAI | North East | 3 Nos |
| CHTD NORTH | Kalmandapam | North East | 4 Nos |
| CHTD NORTH | ENNORE CHENNAI | North East | 5 Nos |
| CHTD NORTH | Walltax Road | North East | 2 Nos |
| CHTD NORTH | Periamet RSU | North East | 3 Nos |
| CHTD NORTH | PULIANTHOPE | North East | 3 Nos |
| CHTD NORTH | KAVARAPETTAI | North East | 2 Nos |
| CHTD NORTH | PURASAIWAKKAM RSU | North East | 4 Nos |
| CHTD NORTH | SECRETARIAT | North East | 2 Nos |
| CHTD NORTH | VELLIVAYALCHAVADI | North East | 2 Nos |
| CHTD NORTH | AMINJIKARAI | North East | 3 Nos |
| CHTD NORTH | MADHARPAKKAM | North East | 1 Nos |
| CHTD NORTH | NEW WASHRRMENPET RSU | North East | 3 Nos |
| CHTD NORTH | GUMMIDIPOONDI OLD TWON | North East | 4 Nos |
| CHTD NORTH | Vallalar Nagar Rsu | North East | 0 Nos |
| CHTD NORTH | ATHIPATTU | North East | 0 Nos |
| CHTD NORTH | VELUR | North East | 2 Nos |
| CHTD NORTH | Broadway | North East | 0 Nos |
| CHTD NORTH | CTO BLDG HBR3 | North East | 0 Nos |
| CHTD NORTH | ATHIPEDU | North East | 0 Nos |
| CHTD NORTH | ELAVAMBEDU | North East | 2 Nos |
| CHTD NORTH | CHOO LAI RSU | North East | 2 Nos |
| CHTD NORTH | AYANAVARAM RSU | North East | 4 Nos |
| CHTD NORTH | MINJUR | North East | 3 Nos |
| CHTD NORTH | ARANI | North East | 2 Nos |

| | | | |
|------------|---------------------|--------------|--------------|
| CHTD NORTH | Kaladipat RSU | North East | 3 Nos |
| CHTD NORTH | KATHIWAKKAM CHTD | North East | 0 Nos |
| CHTD NORTH | High Court | North East | 2 Nos |
| CHTD NORTH | THIRUPALAIVANAM RSU | North East | 0 Nos |
| CHTD NORTH | ARAMBAKKAM | North East | 0 Nos |
| CHTD NORTH | VELAMMAL | North East | 2 Nos |
| CHTD NORTH | MLA RSU | North East | 0 Nos |
| CHTD NORTH | Nethaji nagar | North East | 0 Nos |
| CHTD NORTH | SURAVARIKANDIGAI | North East | 0 Nos |
| CHTD NORTH | Sunnambukulam | North East | 0 Nos |
| CHTD NORTH | DEVAMPATTU | North East | 0 Nos |
| CHTD NORTH | JOTHINAGAR CHTD | North East | 0 Nos |
| CHTD NORTH | PULICAT | North East | 0 Nos |
| CHTD NORTH | Ennore C blk common | North East | 0 Nos |
| | | Total | 94Nos |

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

(Makes of AC unit: LG/Voltas/Purison/Hitachi/Gujral/Amtrex/Godrej/Oneric etc)

DETAILS TO BE SUPPLIED BEFORE STARTING WORK WITHIN 15 DAYS

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

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

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

| Sl.no. | Name & Address | Qualification | Designation | To be stationed at |
|--------|----------------|---------------|-------------|--------------------|
| 1. | | | | |
| 2. | | | | |
| 3 | | | | |
| 4 | | | | |
| | | | | |

- a) List of T&P
b) List of Inventory
c) Test details of the equipments taken over for maintenance and defects discrepancies noticed if any.

COMPLAINT / FAULT REGISTER (WHERE OPERATION IS ALSO FORMING PART OF WORK)

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

Name of work:

Name of contractor:

Agreement No:

Name of Sub-Division:

Station/Exchange/Bldg:

Register Format:

[illegible]

WINDOW/SPLIT AC UNITS MAINTENANCE CARD/ SERVICE REPORT FORMAT

WINDOW/SPLIT AC UNITS MAINTENANCE CARD FORMAT (W-1)

FRONT SIDE OF CARD

EQUIPMENT:-

FIRM'S PH NO:-

CAPACITY:-

JTO (E)'S PH NO:-

MAKE & SL NO:-

SDE(E)'S PH NO:-

| DATE | TYPE OF MAINTENANCE DONE | SIGN OF MECHANIC / ELECTRICIAN | SIGN OF USER/EXGE STAFF | REMARKS |
|------|-----------------------------|--------------------------------------|----------------------------|---------|
| | | | | |
| | | | | |

BACK SIDE OF CARD

| DATE | NATURE OF FAULT | REPORTED TO | SIGN OF USER/ XGE INCHARGE | ATTENDED ON | SIGN OF ELECTRICIAN/ MECHANIC | SIGN OF USER/ XGE STAFF |
|------|--------------------|-------------|-------------------------------|----------------|-------------------------------------|-------------------------------|
| | | | | | | |
| | | | | | | |

MONTHLY SERVICE REPORT FOR WINDOW/SPLIT/SLIMLINE/CASSETTE TYPE AC UNITS

Monthly service details for the month of _____

| | | | | |
|--|--|--|--|--|
| Floor | | | | |
| Location | | | | |
| Unit type | | | | |
| Capacity | | | | |
| Description | | | | |
| <u>Electrical System</u> | | | | |
| Plug & socket condition (OK/N ok) | | | | |
| Current (amps) | | | | |
| Condition of starting relay (OK) | | | | |
| Condition of starting capacitor(Ok) | | | | |
| Tightness of connections(OK) | | | | |
| Earthing (Tight) | | | | |
| Condition of starter & stabilizer (working/ Not) | | | | |
| Condition of remote (Available/ Not Available)(Working/Not Working) | | | | |
| <u>Control system</u> | | | | |
| Thermostat(working | | | | |
| temperature set(degrees) | | | | |
| <u>Refrigeration System</u> | | | | |
| Compressor (Working, Any noise) | | | | |
| Condensor/cooling coil | | | | |
| Capillary tube(OK/Not Ok) | | | | |
| Gas leakage (observation) | | | | |
| <u>Air Circulation System</u> | | | | |
| Evaporator Fan (Ok/Not) | | | | |
| Condensor fan(Ok/Not) | | | | |
| <u>Ventilation & Exhaust</u> | | | | |
| Filter/condition(Cleaned) | | | | |
| Drain pipe (any loose connection/ leakage) | | | | |
| Damper Louvers condition(Firm) | | | | |
| Overall Condition of the unit(satisfactory/ Not satisfactory) | | | | |
| Tonnage of AC units(periodicity as per specs) | | | | |

Sign of AC mechanic

Sign of Exchange in charge/jto(e)

ANNEXURE – VI

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

ABSTRACT OF ACTUAL PERIODICAL MAINTENANCE CARRIED OUT IN THE QUARTER ENDING

Name of contractor: _____.

Agreement No. : _____.

Month:

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

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

II. ANNUAL ACTIVITY : (Tick /fill relevant column)

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

III. CAPACITY TEST RESULTS OF UNITS:

| | | | | |
|-------------------------------------|--|--|--|--|
| NO OF UNITS BELOW BENCH MARK VALUE: | | | | |
| ACTION PROPOSED | | | | |

IV. FAULTS/ O & M DEFICIENCY DATA:

- 1.Certified that the data given above are true and is based on the periodical repair/ maintenance work done by us..
- 2.Certified that we have carried out maintenance properly as per schedule of work and as per terms and condition of the agreement and testing/drills etc. required during the period has been performed.

Contractor/ authorized representative

counter signed by

JTO (E)/ SDE (E)

ANNEXURE - VII

CERTIFICATE TO BE SUBMITTED ALONG WITH EACH BILL

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

| Sl.No | ITEM/SERVICES | REASONS FOR NON CARRYING OUT |
|-------|---------------|------------------------------|
| | | |

2. CERTIFIED THAT THE EQUIPMENTS FOR WHICH THE ENERGY EFFICIENCY PARAMETERS HAVE BEEN PRESCRIBED WERE MAINTAINED WITHIN THE PRESCRIBED BENCHMARK.
3. CERTIFIED THAT REQUIRED INVENTORY HAS BEEN REPLENISHED BY US.
4. CERTIFIED THAT EPF FOR THE EMPLOYEES ARE REMITTED WHEREVER APPLICABLE.
5. CERTIFIED THAT WE HAVE COMPLIED WITH PROVISIONS OF MINIMUM WAGES ACT 1948.

SIGNATURE OF CONTRACTOR

Counter signed by:

JTO (E)/SDE (E)

APPROVED MAKES OF EQUIPMENTS - AC SYSTEM

| | | |
|-----|---|--|
| 1. | MOTORS | GE / Crompton Greaves / Siemens / Bharat Bijlee / ABB/MEI/KEC/HBB/Sparton /NGEF. |
| 2. | COMPRESSORS | ACCEL / VOLTAS / BATLIBOI / CARREER / KIRLOSKAR COPELAND / KPC CARRIER / COPEWALD / BLUESTAR / TRANE |
| 3. | STARTERS | SIEMENS / L & T / BCH / ABB / MEI / GE POWER CONTROL. |
| 4. | MCBs / ISOLATORS & DISTRIBUTION BOARD | BENTEX / CLARITON / HAVELLS / INDOKUPP / SIEMENS / STANDARD / CROMPTON / MDS. |
| 5. | G.I./ MS PIPES | TATA / ATL / ITC / ATC / IIA / JST / ITS / JINDAL / ZENITH / GSI / TTA / BST. |
| 6. | CABLE ISI MARK: a) Upto 1.1 KV Grade b) Above 1.1 KV Grade | ISI MARK ISI MARK |
| 7. | GUN METAL VALVE | SANT / LEADER / TRISHUL / FOUNTAIN / ANNAPURNA. |
| 8. | SPP/ OVERLOAD | L&T / ZERO TRIP / MINILEC / SIEMENS. |
| 9. | RESIN BONDED GLASS WOOL | FIBREGLASS / UP TWIGA / PILKINGSTON |
| 10. | EXPANDED POLYSTRENE | BASF (India) Ltd. |
| 11. | GAUGES | FIEBIG / H-GURU / PRICOL. |
| 12. | CONTROLS | INDFOSS / HONEYWELL / SPORLAND / RANCO / RANUTROL / PENN – DANFOSS / FLICA. |
| 13. | FRESH AIR FANS | GE / KHAITAN |
| 14. | FINE FILTERS For Fresh Air EU-2 (Coarse Filter, Efficiency 90% Down To 20 Microns) And EU-3 (Fine Filter, Efficiency 95% Down To 5 Microns) | DYNA / TENACITY / KIRLOSKAR / PUROMATIC / AIRTECH / PURAFILL / ARWI / ATHLETE / PUROLATOR - ANFILTRA EFFLUENT. |
| 15. | G.I.SHEETS | TATA / NIPPON DENRO / SAIL / HSL / JINDAL / NATIONAL. |
| 16. | INDICATING LAMPS | VAISHNO / SIEMENS / L&T / AE / IMP / RASS CONTROL / TEKNIC / CROMPTON / KAYCEE. |
| 17. | AMMETER / VOLTMETER | AE / IMP / UNIVERSAL / RESSHABH / KAYCEE / MECO / ENERCOM |
| 18. | SELECTOR SWITCH | L&T / KAYCEE / AE / IMP / THAKOOR / RECO / VAISHNO / SALZER / RASSCONTROL. |
| 19. | CT | AE / IMP / MARSHAL / PACTIL / KAPPA / L&T / ASHMOR / INDCOIL / WACO / MECO |

LIST OF INDIAN STANDARDS

- I.S.277 Galvanized steel sheets.
I.S.325 Three Phase Induction
Motors I.S.655 Metal Air Ducts
I.S.732 Code of Practice for Electrical Wiring and fittings for
Buildings.I.S.778 Gun Metal Gate, Globe and Check Valves for general
purposes.I.S.900 Code of Practice for Installation and Maintenance of
Induction Motors.
I.S.996 Single Phase small AC and Universal Motors.
I.S.1239 Mild Steel Tubes, G.I. Pipes, Tubular and other wrought
steel fittings.
I.S.1248 Direct Acting Electrical Indicating Instruments.
I.S.1520 Horizontal Centrifugal Pumps for clear, cold and fresh water.
I.S.1554 PVC Insulated (heavy duty) Electrical Cables
(Part-I) for working voltages upto and including 110 volts.
I.S.2372 Timber for cooling
towers. I.S.2516 AC Circuit
Breakers.
I.S.2592 Recommendation for Methods of Measurements of Fluid flow
by means of Orifice Plates and Nozzles.
I.S.1822 Motor Starters of Voltage not exceeding 1000
volts. I.S.2208HRC Cartridge Fuse – Links upto 650volts.
I.S.3589 Electrically welded steel pipes for water, gas and
sewage. I.S.3624 Bourden Tube Pressure and Vacuum Gauges.
I.S.4047 Heavy Duty air break switches and composite units of air
break switches and fuses for voltage not exceeding 1000 volts.
I.S.6392 Steel Pipe Flanges.
I.S.7403 Code of Practice for Selection of Standard Worm and Helical
Gear Boxes.
I.S.8148 Specification for packaged air conditioning.
CPWD General Specifications for Heating, Ventilation
&Air conditioning (HVAC)-2004

IMPORTANT NOTE

All references to I.S.I. appearing in this specification may be read as Bureau of Indian Standards, Latest amended versions.

LIST OF SAFETY STANDARDS

- I.S.618 Code of Practice for safety and health requirements in Electrical and
Gas Welding and Cutting Operations.
I.S.659 Safety code for Air Conditioning.
I.S.660 Safety code for Mechanical Refrigeration.
I.S.3016 Code of Practice for Fire precautions in welding and cutting
operations.I.S.3210 Code for Safety procedures and practices in Electrical
works.
I.S.3696Safety for Scaffolds and Ladde

Schedule of Quantities

| Name of work:-Providing Comprehensive maintenance of Split AC units in RSU's / Telephone exchanges in DGM North East,North OA Chennai Telephones (2025-27) | | | | | |
|--|---|-------------------|--------------|------------------|--------|
| SI No | Description | Qty | Rate i/c GST | Unit | Amount |
| 1 | Carrying out comprehensive annual maintenance of following types of AC units with starter, wiring & support arrangement, including all items in the refrigeration cycle viz compressor, condenser coil, condenser fan, Expansion valves / capillary tube, Evaporator coil, Blower fan, Thermostats, all valves wherever applicable and all interconnecting copper refrigerant piping etc as per the specifications / conditions of the contract and as per details given in relevant sections by deploying service staff when required i/c specialised man power and supplying and fixing required spares, refrigerant gas, tools and plants and other consumables viz lubrication oil and welding / pressure testing gases to keep the AC units and connected equipment operational up to the required standards as per the maintenance schedule detailed in the comprehensive maintenance document along with wiring-starters & stabilizers etc. as required. | | | | |
| a | 1.5 TR Split type AC units | 94 Unit per month | | PerUnit PerMonth | |
| | Total amount | | | | |

Note1: This price bid copy is for bidder easy reference purpose only.

Note2: Bidder shall submit their offer in online portal "www.gem.gov.in" as per the Gem Guide lines only.

Clause No. 16IMPORTANT NOTE FOR BIDDERS:

- i. 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.
- ii. 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. All taxes / duties, Cess, Welfare Fund etc. as applicable shall be included in the offer. No sales tax concessional forms will be issued by BSNL/ DoT/ Client.
- iii. 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.
- iv. All taxes except 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 tenders.

Clause No. 17LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

| Sl. 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) | BieccoLawrie / Crompton / Kirloskar / MEI / Jyoti Ltd |
| 5 | Transformer (Oil filled / Dry type) | ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar / Siemens |
| | a) Above 400 KVA | |
| | b) Up to 400 KVA | In addition to above makes, Uttam/ Patson/Rajasthan Transformer and Switchgear |
| 6 | Air Circuit Breaker | L&T/ Schneider Electric / Siemens |
| 7 | KMSCLB(lcs=Icu) | L&T/ Schneider Electric / Siemens |
| 8 | SDF units | L&T/ Schneider Electric / Siemens/ HPL/Havells |
| 9 | Power Contactors | L&T/ Schneider Electric / Siemens/ Lakshmi(LECS) |
| 10 | Change Over Switch | HPL / Havells / H-H Elcon |
| 11 | Intelligent APFC Relay | L&T/EPCOS(Siemens)/Schneider Electric/ Neptune Ducati/Syntron/ABB |
| 12 | Bus Bar Trunking/ Sandwiched Bus Duct | Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta |
| 13 | Power Capacitors (MPP/APP) | L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati |
| 14 | Digital/ KWHr meter | Schneider Electric/ AE/ Digitron / IMP/ 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 | PVCinsulatedcopper conductor wire | ISI mark |
| 22 | Centrifugal Pump | Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather &platt / WASP/Grundfos |
| 23 | Submersible Pump | Crompton/Amrut / BE / Calama / Kirloskar / KSB |
| 24 | Motors | ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd |
| 25 | Fresh Air Fans | GE / Khaitan/Almonard/Crompton |
| 26 | Starter | ABB / BCH / Schneider Electric / L&T / Siemens / |
| 27 | Single Phase Preventer | L&T / Minilec / Siemens / Zerotrip |
| 28 | GI/MS Pipe | ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal /TTA / Tata/Zenith |
| 29 | Foot Valve | ISI mark |
| 30 | Gate Valve | Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul |
| 31 | Compressors | Carrier/Emerson copeland/York/Danfoss (for chillers only) |
| 32 | Resin Bonded Glass wool | Fibre Glass / Pilkington / UP Twiga |
| 33 | Expanded Polystyrene | BASF(India) Ltd. |
| 34 | Gauge | Feibig / H.Guru / Pricol |
| 35 | Controls | FLICA / Honeywell / Indfoss / Penn- Danfoss / Ranco / Ranutrol / Sporland |
| 36 | Fine Filters | Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity |
| 37 | GI Sheet | HSU Jindal / National / Nippon Denro / Sail / Tata |
| 38 | Heat Detector | Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/Honeywell Essar/Notifier |
| 39 | Ionization Detector | Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor / Wormald |
| 40 | Photo Electric Smoke Detector | Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald /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 | High Precision AC | Sidwal / Stulz / Schneider |

Clause No. 18. COMPUTERISED MEASUREMENT BOOKS (CMB'S) AND BILLS TO BE SUBMITTED BY THE CONTRACTOR

1. Application and format of the computerized MB: A bound volume of computerized measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerised Measurement Books shall be maintained in a separate Register in Form CPWA 92. The same format as in existing Measurement Books shall be used for the Computerised Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

2. Mode of Measurements: The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the Department. These measurements shall then be 100% checked by JTO (E). If JTO (E) is not available, SDE (E) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerised measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement Books now in use, and with its pages machine numbered. The SDE (E) and the Executive Engineer (E) shall test check these computerised measurements as per the existing instructions. This book shall be treated as a Computerised Measurement Book. JTO (E), SDE (E) and EE (E) shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerised Measurement Book. The Computerised Measurement Book shall be allotted a serial number as per the Register of Computerised Measurement Books.

3. Cutting or over-writing in the computerised MB not allowed: The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over- writing. It is the responsibility of JTO (E) or SDE (E) as the case may be to ensure that the checks and test checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Book before they record their certificates. In case of any error, the Computerised Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerised bill is submitted to the Division for payment. The contractor shall submit as many copies of Computerised Measurement Books as may be required, and as are specified in the NIT/contract, for the purpose of reference and record in the various offices of the department.

4. Computerised Bill to be submitted by the contractor: The contractor shall submit his running and final bills in a computerised form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure. The contractor shall submit as many copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department. The bill shall be carried forward from the previous running account bill and these computerised bills shall be processed by the various offices for payment.

Clause no. 19. TAX INDEMNITY:

BSNL has the right to recover Input Tax credit loss due to any mis-declaration on invoice by the supplier.

Annexure I

MODEL FORM OF BANK GUARANTEE FOR EMD

(For submitting EMD for Air Conditioning, Diesel Engine Alternator, Lifts, and Sub Station Works wherever the amount of EMD is more than Rs.20,000/-)

Whereas _____ (hereinafter called "the bidder(s)") has submitted its Tender dated _____ for the work _____

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

THE CONDITIONS of the obligation are:

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

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

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

Signature of the Bank

Signature of the Witness

Name of Witness

Address of Witness:

ANNEXURE II
PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said bidder(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said bidder (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (bidder(s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Bidder(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the bidders(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s)/supplier(s) shall have no claim against us for making such payment.

4. We(name of the bank)_____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/BSNL) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of _____ (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)_____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s)/supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____

for _____ (indicate the name of bank)