

**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

**Executive Engineer (E-P), O/o Sr CE(E)**

**Sanchar Sadan, CGMT Bldg., Sec-34 Chandigarh**

(Phone No: -0172-2601502, [e-mail- eeepbsnlchandigarh@gmail.com](mailto:eeepbsnlchandigarh@gmail.com))

**E-Tender Notice**

**From:** Executive Engineer (E-P)  
O/o Sr CE(E)  
Sanchar Sadan, CGMT Bldg.,  
Sec-34 Chandigarh.

**To,** Prospective Bidders  
.....  
.....  
.....

**Name of Work: - Rate Contract for SITC of 140 Nos., 1.5TR Inverter type Ductable Split AC units for different TE/BTS Bldgs. Under Punjab Circle.**

**Tender No.: EE(E-P)/BSNL/EZ/CHD/2026-27/05**

**Dated: - 10.04.2026**

Please find enclosed the tender document in respect of above-mentioned tender which contains the following.

**INDEX**

<b>S. No.</b>	<b>Item</b>	<b>Page No.</b>	<b>This</b>
	Index	2	
1	Detailed NIT	3-8	
2.	Tender Special Note	9-11	
3.	Vendor Contract Clause	12-13	
4.	Important Note for Firms	14-17	
5.	Penalty Clause	18-23	
6.	Proformas	24-46	
7.	General Rules & Directions	47-51	
8.	Proforma of Schedules	52-53	
9.	List of Approved Makes- BSNL Electrical Wing	54-55	
10.	Schedule of Works	56-58	

The DNIT contains 58 pages marked as 1 to 58

**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
**Executive Engineer (E-P), Project UNMS O/o Sr CE(E)**  
**Sanchar Sadan, CGMT Bldg., Sec-34 Chandigarh**  
(Phone No: -0172-2601502, [e-mail-eeepbsnlchandigarh@gmail.com](mailto:e-mail-eeepbsnlchandigarh@gmail.com))

**DETAILED NOTICE INVITING E-TENDER (DNIT/ ATC)**

**NIT No.: EE(E-P)/BSNL/EZ/CHD/UNMS/2026-27/05**

**Dated:-10.04.2026**

1. On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited (BSNL), digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and Two Stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid) on GEM, from the eligible bidders as per details given below:

**TABLE-1(Size of Service)**

Sl. No.	Name of Work	Contract Period (Months)	Estimated Cost (INR)	EMD (INR)	TENDER COST
1	Rate Contract for SITC of 140 Nos, 1.5TR Inverter type Ductable Split AC units for different TE/BTS Bldgs. Under Punjab Circle.	One month for individual work from the date of issue of LOI and validity of rate contract shall be 12 Months for issuance of LOI	Rs. 94,44,430/-	Rs. 1,88,889/-	<b>Not Applicable</b>

- 1.1 As this is a GeM- Tender, Physical copy of the tender document would not be available for sale.  
1.2 For online bid submission etc. bidders have to mandatorily register (if not already registered) on gem portal <https://gem.gov.in>.  
1.3 Bid document is also available on [www.tender.bsnl.co.in](http://www.tender.bsnl.co.in)  
1.4 **In case of any discrepancies between the clauses in this ATC and those appearing elsewhere in the GEM bid document, the clauses of this ATC shall prevail.**

**2. Eligibility Criteria:** - The Firms who fulfill the following requirements shall be eligible to e- tender.

- 2.1 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  
2.2 Original Manufacturers of 1.5 TR and above capacity Ductable AC units.  
OR  
2.3 The dealer authorized by the original manufacturer of 1.5 TR and above capacity Ductable AC units. The letter of Authorization in Original from the manufacturer has to be produced by the dealer.  
OR  
2.4 Experience of 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: -
- Three similar successfully completed works costing not less than the amount equal to 40% (not less than 40% of typical job i.e Rs.53,968/- of each work) 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.-**Typical Job Amount i.e.Rs.1,34,920/-**  
OR
  - Two similar successfully completed works costing not less than the amount equal to 60% (not less than 60% of typical job i.e Rs.80,952/- of each work) 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 - **Typical Job Amount i.e.Rs.1, 34,920/-.**  
OR
  - One similar successfully completed work costing not less than the amount equal to 80% (not less than 80% of typical job i.e Rs.1,07,,936/- ) 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 - **Typical Job Amount i.e.Rs.1, 34,920/-.**

**NOTE:-**

1. Work completion certificate issuing authority in respect of **2.4** above shall not be below the rank of Executive Engineer (E) or equivalent.
  2. Similar Works means SITC (supply, Installation, Testing and Commissioning) of ductable type Split AC units. A work of 2x1.5 TR is considered as typical job for purpose of eligibility criteria.
  3. Only Class-I 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 supplier/ ~~Class-II Local suppliers~~ by claiming the services such as transportation, insurance, installation, commissioning, and after sales service support like AMC/ CMC etc. as local value addition. Bidders are required to submit declaration prescribed format.
  4. The OEM shall confirm that they have service centres on PAN India Basis and they will provide the spare parts / 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.
  5. 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 the authorization letter.
  6. The agency shall have a local office in the Name of state where work is to be executed and valid documentary evidence for the same has to be uploaded by the vendor along with the Bid
  7. The BOQ compliance certificate on the letterhead of the manufacturer has to be uploaded by the vendor/manufacturer.
  8. The self-declaration on the letterhead of the firm about the 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.
  9. Bids submitted without manufacturer/OEM details required as per tender are liable to be rejected.
- 3) Bidder(s) which have been black-listed by BSNL/DOT/Govt. Departments/PSU/State Govt/GST Authorities at the time of bidding are NOT eligible to participate in this tender.
- 4) In the case of MSE (Micro and small enterprises) units the bidder should declare UAM (Udyam Adhar Memorandum) / URN (Udyam Registration Number) number on GeM portal. The bidders who also fail to submit UAM/ URN number shall not be able to avail the benefits available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM/URN number on GeM portal is to be uploaded online. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder and to be uploaded in the e-portal.
- 5) Earnest Money Deposit:-
- (a) An amount of **INR shown in the GeM Bid document** as EMD in favor of “**AO (Cash) BSNL , O/o CGMT Chandigarh**” required to be submitted by bidders in the form of Online transfer / Demand Draft / Pay Order / Bankers Cheque / Insurance surety Bond/Deposit at Call Receipt/FDR/BG of Nationalized / Scheduled / State Bank guaranteed by Reserve Bank of India on GeM portal.
- (b) Scanned copy of the same shall be uploaded by Seller in the online bid and Originals of bank instruments such as DD/ Pay Order / Bankers Cheque / Insurance surety Bond/Deposit at Call Receipt/FDR/BG 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 in the office of Buyer / Engineer In-charge failing which the bid shall be rejected.
- (c) The EMD should be valid for **45 days beyond the bid validity. (Total 135 days).**
- Following categories of Sellers shall however, be exempted from furnishing EMD:**
- i) The Registered MSE units who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category shall be given exemption from payment of Bid Security deposit provided any of the following mentioned NIC codes are listed in their Udyam Registration Certificate of MSE :

Sr. No.	NIC (02 Digit)	NIC (04 Digit)	NIC (05 Digit)	Description of activity
1	28	2819	28192	Manufacture of air-conditioning machines, including motor vehicles air conditioners

2	35	3530	35302	Production and distribution of cooled air and chilled water for cooling purposes
3	43	4322	43229	Other plumbing, heat and air conditioning activities n.e.c.

MSE bidders should submit their valid URN (Udyam Registration Number)/valid certification from MSME in order to be able to enjoy the benefits available to MSEs as contained in the Public Procurement Policy for MSEs.

***It may be noted that exemption will not be granted to MSE bidder if traded items/services are offered and exemption shall be considered only if the offered items/services are being manufactured/rendered by the MSE bidder themselves.***

- 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 Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
  - vi Micro and Small Enterprises registered with DIC for the Primary Product Category whose Credentials are validated through DIC data base and through uploaded supporting documents.
  - vii Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
  - viii Central/State PSUs.
  - ix 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.
  - x In the case of MSE (Micro and small enterprises) units the bidder should declare UAM (Udyam Aadhar Memorandum) / URN (Udyam Registration Number) number on the GeM portal. The bidders who also fail to submit UAM/ URN number shall not be able to avail the benefits available to MSEs as contained in Public procurement policy for MSEs Order, 2012 issued by MSME. The undertaking regarding submission of UAM/URN number on GeM portal is to be uploaded online.
  - xi E-Reverse Auction: Applicable If UAM number is not updated by bidder on GeM Portal, then the e-tender system will not treat the bidder as MSE bidder and this may affect its participation in e-reverse auction).
  - xii Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such sellers from the 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.
- (a) 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 (90 days); 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 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.
- (g) Earnest money of unsuccessful bidders shall be returned within 30 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 30 days after receipt of Performance Security / e-PBG.

<b>Beneficiary Account Name</b>	<b>AO (Cash) BSNL, O/o CGMT Chandigarh</b>
<b>ADDRESS</b>	<b>Chandigarh</b>
<b>Type of Account</b>	Current
<b>Beneficiary Account Number</b>	98130200000197
<b>Beneficiary Bank IFSC code</b>	BARB0EXTSEC
<b>Beneficiary Bank Name</b>	Bank of Baroda
<b>9 –DIGIT MICR</b>	<b>160012012</b>
<b>Beneficiary Bank Branch Name</b>	Plot No.5 , Sector 34 A, Chandigarh
<b>Beneficiary Bank Address 1</b>	Plot No.5 , Sector 34 A, Chandigarh

- Note:**
- 1) This procurement is for BSNL Punjab Circle.
  - 2) The Seller shall confirm the billing details and the GST number before (On-line/offline) invoicing for the item.

3) Subsequently invoice shall be drawn by the successful bidder in the name of buyers/ officer who enters in to the individual agreement of work.

6) The intending bidder eligible to submit the bid has to scan and upload the following documents.

**(A) Mandatory Documents--**

- a) Proof of payment of EMD as applicable.
- b) Documentary proof of satisfying eligibility conditions as per para 2.
- c) Declaration of URN or UAM Number by MSE bidders on GeM for exemption of EMD.
- d) PAN Card issued by Income Tax Department.
- e) EPF and ESI Registration.
- f) Valid GST Registration certificate
- g) Self- Declaration about item wise GST% considered by the Seller in their quoted rate (as per column D of Clause-50 Schedule of Works) for this BID since price quoting In GeM is inclusive of Tax.
- g) Declaration that none of his/her relative is employed in BSNL Units to be given by contractor. As per Annexure "A"
- h) Self-Certification under Preference to "Make In India" Policy As per annexure "B"
- i) Duly filled Vendor information form.
- j) Declaration by Contractor duly filled. As per Annexure "C"
- k) Under taking duly filled. As per Annexure-"D" to "G"
- l) Manufacturer's authorization letter [if applicable] as per Annexure - K
- m) Self-Certification to "BORDER COUNTRIES" Policy (To be typed on Firm's letter head as per Annexure "L" of ATC)
- n) ATC Compliance Statement (To be typed on Firm's letter head as per Annexure "M" of ATC)
- o) Technical Data Sheet to be filled by Bidder. Annex."1".
- p) Any other document required as per ATC.

All above documents (photo copies) shall be self-attested. The **Executive Engineer (E-P) O/o Sr CE(E) Sanchar Sadan, Sec-34, Chandigarh** can ask the agency for producing the original documents, if required, before opening financial bids.

7. (a) The intending bidder must read the terms and conditions of tender documents carefully. He should only submit his bid if he considers himself eligible and he is in possessions of all the documents required.

**Offline Submission :-**

The following documents are required to be submitted offline (i.e. offline submissions) to **Executive Engineer (E-P) O/o Sr CE(E), Sanchar Sadan, Sec-34, Chandigarh** in a sealed within 05 days of opening of techno-commercial bid part. **However, scanned copies of all these documents shall be mandatorily uploaded in Technical Envelope otherwise the online bid shall be archived unopened/rejected at the bid opening stage.** The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before(due date & time of opening of tender).

- i) EMD/Bid security (original copy) or certificate claiming exemption (by MSE bidders).
  - ii) Power of Attorney showing lawful and true power of attorney to do all the deeds, acts and things in respect of firm.
    - (b) In case of offline submission of financial instruments, the original financial instruments like EMD shall be placed in a sealed envelope super scribed as "EMD" mentioning name of work, name of the bidder and shall be submitted as per ATC in the office of the **Executive Engineer (E-P) O/o Sr CE(E) Sanchar Sadan, Sec-34, Chandigarh** but if the original DD/EMBG towards EMD/Bid security (if not paid through e payment) are not received within 5 days of opening of technical bid parts, then the online submitted bids shall be rejected and the price bid will not be opened. The documents sent through post/ courier shall not be entertained. The hard copy of Earnest money deposit declaration in case of online submission of EMD/Tender Cost as per Annexure-II shall also be placed in the above envelop.
- Note:-** "The online bid shall be archived unopened/rejected at the bid opening stage, if the **scanned copies** of proof of online payment of EMD or proof of valid MSE Certificate for claiming exemption of payment of EMD are not found in the technical bid part in GEM Portal **and the originals of these are not submitted before bid submission deadline**"
- (c) If the bidder is a firm in partnership / Limited company or Corporation, then the hard copies of "FORM-A" and partnership deed / Memorandum of Articles of Association and power of attorney / Authorization to the person who signs the tender in case of companies etc. shall also be submitted along with hard copies of other documents as above.
  - (d) Any other document in addition to EMD Cost can be demanded by the tender opening authority of any participating bidder during the time after submission of technical bid and before opening of financial bid. The contractor is bound to produce the originals/attested copies of the documents on demand for verification at the date & time of opening mentioned by the tender opening authority. If agency fails to do so their tender shall be rejected and financial bid shall not be opened.
  - (e) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest money Deposit and other documents uploaded/ hard copies submitted are found in order as per NIT.

8. The bid submitted shall become invalid and cost of bid & e-tender processing fees shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents as stipulated in the bid document as per NIT.
- (iii) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

9. Before e- tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extend of grounds, working condition, including stocking of materials,

- installation of T&P etc., and conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by the BSNL in any circumstances.
10. Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL W-7/8.
  11. All the documents shall be self attested /Notary /Gazetted Officer of Central/State Govt.
  12. The bidder shall upload scanned copy of originals in JPG or PDF format. The submission of documents is deemed as undertaking by bidder that all the documents are true and genuine. If it is found at any time during bidding, execution of work or after completion of work that the information/documents submitted by the bidder are in variance of original/forged/bogus, they shall be legally held responsible for the same. Their offer shall be summarily rejected or termination of contract if awarded, action as per terms & Conditions of the NIT, forfeiture of performance guarantees, security deposit, if any. **The bidder/contractor shall be blacklisted /debarred for further works in BSNL Electrical Zone Punjab for a period of one year.**
  13. (i) **Performance Guarantee / Security**
    - (a) **Performance Guarantee (PG):** - The Firm shall have to furnish Performance guarantee @ 5% (Five) of the contract value of the contract within **Fifteen** Days of the issue of acceptance letter in the form of Bank guarantee on a Nationalized/Scheduled bank in standard format (Annexure B)/ CDR/ FDR/ TDR/DD. This performance guarantee shall be submitted in the Electrical Division in the name of concerned Accounts Officer. The validity period of the performance security in the form of performance bank guarantee shall be up to the date of actual completion of work. In the event of failure on the part of successful tenderer to furnish the performance guarantee within **Fifteen** days from the date of communication of acceptance to the contractor, contractor will be suspended / barred / banned for the period of one year in BSNL. This as per order of Department of Expenditure (Ministry of Finance) Dated 03.04.2023.
    - (b) **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 deducted will amount to security deposit of 5% of the Tendered value of the work. This Security Deposit shall be released after two years after the date of actual completion of work. This Performance Guarantee & Security Deposit shall be refunded after two years from successful date of completion of work.
  14. The acceptance of a tender will rest with the **Sr. Chief Engineer (E) BSNL Electrical Zone Punjab** who Does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

**Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.**
  15. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
  16. No employee in BSNL/ Govt. of India is allowed to work as a contractor for a period of two years of his retirement from service without the prior permission. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of tender and engagement in the contractor's service.
  17. The tender for the works shall not be witnessed by the contractor who himself/themselves has/ have tendered or who may and has/have tender for the same work. Failure to observe this condition would render tenders of the contractors tendering as witnessing the tender is/are liable for summarily rejection.
  18. The tenders for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the above said period or makes any modification in the terms and conditions of the tender which is not acceptable to the BSNL shall, without prejudice to any other right of remedy be at liberty to forfeit 50% (fifty percent only) of the said earnest money absolutely and further he will not be allowed to participate in tender for the same work on further calls.
  19. **Extension of validity:-** In case, where the letter of award of work cannot be placed within the validity period of the tender, the BSNL can request all tenderer to extend the validity of their respective tenders and the Earnest Money deposit by a reasonable period. In such cases, extension of validity of Earnest Money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the tenderer is free to either extend the validity or refuse the request to extend the validity.
  20. The contractor should read the tender documents carefully before submitting the tender.
  21. Agreement shall be drawn with the successful tenderer on prescribed form.
  22. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
  23. This Notice Inviting Tender shall form part of the Contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-

- (a) The Notice Inviting Tender, all the documents including additional conditions, specifications, and drawings if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (b) Standard form.
- (c)
24. The Contractor should have a valid Goods and Service Tax Registration Certificate Number Eligible for rising GST Tax invoice to BSNL for claiming input tax credit and should further have EPF and ESI registration certificates from appropriate Govt. authorities. The agencies who claim to be exempted from ESI registration should submit an affidavit on judicial stamp paper for the same.

**25 NEAR-RELATIONSHIP CERTIFICATE**

**25.1** The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the unit (Division) 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.

- (a) The Company or firm or the person will also be debarred for further participation in the concerned unit.
- (b) The near relatives for this purpose are defined as:-
- (i) Members of a Hindu undivided family.
- (ii) They are husband and wife.
- (iii) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).
- (c) The format of the certificate is given in Annexure-A. If, however, there are near relatives of bidders, working in BSNL unit inviting tender, then bidder should declare details (Name, Designation, office where employed and contact mobile numbers).

26. **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.

**27. SPECIAL NOTE :**

27.1 Online Tenders submitted by intending Tenderer shall be admitted for opening only in respect of those Tenderer whose Documentary Proof of satisfying the eligibility conditions as per Para 2 above and Documents of EMD as per Para 5 are found in Order.

27.2 **Financial evaluation of bids shall be done on the basis of NET COST TO BSNL.**

27.3 Incomplete, ambiguous, Conditional Bids are liable to be rejected.

27.4 The queries in respect of the tender document, if any, can be submitted through Email, within two days prior to the date of opening of tender.

<b>BSNL Contact-1</b>	
Contact Person	Jaspal Singh
Telephone	9463304466
E-mail ID	<a href="mailto:eeepbsnlchandigarh@gmail.com">eeepbsnlchandigarh@gmail.com</a>
<b>BSNL Contact-2</b>	
Contact Person	
Telephone	
E-mail ID	

28.5 Tenders should not contain any condition including conditional rebate. Such tender shall be rejected forthwith. However, tenders with unconditional rebate will be considered.

**28.6 Place of opening of Tender bids:**

BSNL has adopted GeM tendering process, any authorized representatives of bidders (Maximum Two) can attend **at the O/o Executive Engineer (E-P), O/o Sr CE(E) , Sanchar Sadan, Sec-34, Chandigarh** Where BSNL's Tender Opening Officers would be conducting GeM Online Tender Opening Event (TOE). **(Authorization Document to be provided at the time of Tender Opening Event (TOE) as per**

**Annexure – J.)****28.7 BUYER:**

S.N.	Name	Mail ID	Designation and mobile No.	Address
1	Shri Jaspal Singh	<a href="mailto:eeepbsnlchandigarh@gmail.com">eeepbsnlchandigarh@gmail.com</a>	Executive Engineer(E-P), MOB. No. 9463304466	<b>O/o Sr CE(E) , Sanchar Sadan, Sec-34, Chandigarh</b>

**CONSIGNEE:**

1	Shri Rakesh Kumar Rawat	<a href="mailto:xenldh@gmail.com">xenldh@gmail.com</a>	Executive Engineer(E) Mob.:-9418011116	BSNL Electrical Division, Ludhiana
---	-------------------------	--	---	------------------------------------

2	Shri Simerjit Singh	<a href="mailto:xenasr@gmail.com">xenasr@gmail.com</a>	Sub-Divisional Engineer(E) Mob.:-9417803770	BSNL Electrical Division, Amritsar
---	---------------------	--	--	------------------------------------

3	Shri Rakesh Kumar Gupta	<a href="mailto:exenchd@gmail.com">exenchd@gmail.com</a>	Executive Engineer(E) Mob.:-9416002600	BSNL Electrical Division, Chandigarh
---	-------------------------	--	---	--------------------------------------

**28.8 SCHEDULE OF REQUIREMENTS (SOR)**

Sl.No	Name of site & address	No. of Ductable Ac	Concerned SDE(E)
1	Various sites under Punjab Circle	As per Clause 49	

**NOTE :-** Above is tentative schedule. Actual may differ. These ACs can be diverted at any station under the BSNL Electrical Zone **Chandigarh**. Bidders are advised to quote accordingly.

Executive Engineer (E-P)

29. Vendor Contract Clauses		
S.No.	Contractual Clause	Clause description
1	Definition	The term " GST Act" 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), Rules and any other GST related legislation in India.
2	Definition	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.
3	Eligibility	For the purpose of this agreement, the Vendor should: <ol style="list-style-type: none"> <li>1. Have a valid PAN No.</li> <li>2. Have a valid Goods and Service Tax Registration Certificate Number Eligible for rising GST Tax invoice to BSNL for claiming input tax credit</li> <li>3. File a self-declaration along with the evidence that the Vendor is not black listed by GST authorities.</li> <li>4. Intimate all GST registration number to BSNL, where Vendor holds multiple GST numbers.</li> </ol>
4	Tax Clause	All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices shall be borne by the Vendor.
5	Indemnity	<p>It is the responsibility of the Vendor to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal. In case of mismatch because of vendor's fault, prompt amendments must be made by the Vendor else Vendor shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor. The compliance to be adhered by Vendor includes (but is not limited to) the following:</p> <p>(i) Uploading appropriate invoice details on the GSTN (Goods and Services Tax Network) within the stipulated time;</p> <p>(ii) Issuing GST compliant invoice/CN/DN. PO issued by BSNL should be referred by Vendor for capturing information on the invoice;</p> <p>(iii) Acceptance of changes made by BSNL on GSTN on account of non upload or incorrect upload of details on GSTN. Such changes w.r.t the mis-match are required to be accepted by Vendor within the time limit prescribed under the GST law. It must be noted that in case Vendor does not accept such changes within the time limit prescribed under GST law the loss of input tax credit(it any) would be recovered from the Vendor.</p> <p>BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the Vendor in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Vendor. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments</p>
6	Indemnity clause	It is hereby agreed between both the parties that in case any GST and/or cess liability, interest, penalties or any other tax/ duty/ amount/ charge /liability/ professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the Vendor to comply with the relevant laws/regulations applicable in India or overseas. Vendor undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.
7	Tax deducted at source	Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, or under any law or any regulation
8	GST Invoice	It shall be the responsibility of Vendor to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance/

		<p>default in raising appropriate invoice by Vendor. Further all invoices should be sent to BSNL promptly.</p> <p>Further the Vendor is required to comply following requirements w.r.t issuance of invoice:</p> <ul style="list-style-type: none"> <li>•All the details of Vendor(name, address, GSTIN No,) and other mandatory details shall be mentioned on the invoice:</li> <li>•Invoice/DN/CN need to be issued timely within the time prescribed under GST law:</li> <li>•In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the Vendor to issue credit note and take tax adjustment: <ul style="list-style-type: none"> <li>•It would be the responsibility of the Vendor to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case the eligibility of input tax credit is questioned or denied to BSNL on account of default by the Vendor, the same would be recovered by BSNL from the Vendor</li> </ul> </li> <li>•Registered location of both the parties ie. BSNL and Vendor should be mentioned in the agreement with GSTIN No. Further, Vendor should raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise:</li> <li>•It shall be the responsibility of Vendor to raise invoice within the prescribed timelines:</li> <li>•E-way bill number should be mentioned on the invoices.</li> </ul>
9	Debit Note	<p>The Vendor acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit. Further it shall be the responsibility of Vendor to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.</p> <p>BSNL reserves the right to be indemnified for the credit loss by Vendor in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Vendor</p>
10	Payment Terms	<p>BSNL will make payment to Vendor only after the invoice is uploaded by Vendor in GST outward return i.e.GSTR-1 and credit of GST is available (reflected in GSTR-2A) to BSNL.</p> <p>Further it is agreed that for claiming the payment the following documents are to be submitted by the Vendor to the paying state along with appropriate invoice:</p> <ol style="list-style-type: none"> <li>1. Invoice along with e-way bills.</li> <li>2. Delivery challans (Wherever applicable)</li> <li>3. Consignee Receipt( L R ) (Wherever applicable)</li> <li>4. Bill of materials.</li> <li>5. Any other document as may be demanded by BSNL.</li> </ol>
11	Payments Terms	<p>Vendor hereby agrees that they will be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charges / liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas</p>
12	Purchase order	<p>It is understood between the parties that Vendor raise invoice based on purchase order issued by BSNL. In case of any deviation or disagreement by Vendor on place of supply, billing location, HSN code/ SAC code stated on PO it shall be the responsibility of Vendor to intimate BSNL well in advance.</p> <p>Further, in case Vendor raises the invoice on an address other than agreed, it shall be the responsibility of the Vendor to modify the invoice</p>
13	Place of Supply	<p>For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of Vendor to intimate BSNL well in advance in case of deviation/ disagreement with the place of supply as determined in PO</p>
14	Deficient supply/ Incomplete supply/ Rejected supply	<p>Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected Vendor, it shall be the responsibility of Vendor to issue GST compliance credit not within the reasonable time and take tax adjustment. In case the Vendor fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the Vendor.</p>

15	Compliance rating	Vendor shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Vendor shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement. In the event of black listing of Vendor i.e compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to Vendor only on receipt of input tax credit to BSNL
16	E-way bill	It shall be the responsibility of Vendor to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Vendor would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the Vendor to comply with the e-way bill requirement.
17	Penalty	It is agreed by Vendor that in case of any deviation, default or negligence on the part of Vendor due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from Vendor along with applicable GST tax (as may be applicable)
18	Liquidated Damages	GST (if applicable ) on account of liquidated damages due to delay in supply of goods would be borne by Vendor
19	Set off	It is agreed that in case of set off of the security deposit against any claim of the purchase of BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the Vendor with the purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the Vendor.
20	Miscellaneous	<p>1. Vendor agrees to share the monthly information with BSNL which would be uploaded by the Vendor in its GSTR-1 along with the information of input credit to be claimed by BSNL in such month.</p> <p>2. It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th September following the end of relevant financial year</p>

### **30. SPECIAL CONDITIONS OF CONTRACT**

#### **30.1 SPECIFICATION**

##### **SPECIFICATION FOR DUCTABLE TYPE CEILING / WALL MOUNTED AIR CONDITIONING INSTALLATION**

**GENERAL:** The work shall generally be carried out as per CPWD / BSNL specification, IE rules and IS standards.

**LIST OF SAFETY STANDARDS:**

- 618** Code of 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 STORAGE AT SITE:** All materials used for the work should be got 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 at site will be provided by Department. However safe custody will be the firm's responsibility till handing over to BSNL

**ADDITIONAL SPECIFICATION FOR DUCTABLE TYPE AC:**

- 1. Unit rating:** 1.5 TR, minimum cooling capacity: 18000 BTU/Hr, **EER shall not be less than 9.5 Btu/w-h (not less than 2.8 W/W)**
- 2. 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-410A or equivalent.
- 3.** The unit shall have contemporary look and the panel shall match with the stylish and decorative false ceiling.
- 4.** The unit shall have cordless remote controller to operate the Ductable AC and the remote shall have LCD display to display the various parameters.
- 5.** The ceiling unit shall be extremely quiet in operation;
- 6.** Integrated drain pump shall be provided with the ceiling unit so as to drain the condensed water effectively without damaging the false ceiling.
- 7.** The logic control of the unit shall ensure that the unit operates at the most suitable capacity according to indoor and outdoor conditions.
- 8.** The ceiling unit fan shall be able to operate at different speed high-low-medium through remote control unit.
- 9.** The firm has to arrange all tools & plants, machineries, scaffoldings etc. for installation of Ductable type Ac units.
- 10.** The unit shall have high static Pressure. (Minimum 30 Pascals). 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.
- 11.** The agency has to supply and install all the Ductable AC units at different scattered BTS locations/Exchanges in entire state of Punjab/Chandigarh/Panchkula area. The installation of AC's may be required at high-rise buildings and all the arrangements for such installations has to be made by agency without any extra cost, also Nothing extra shall be paid on a/c of cartage loading unloading, heavy labour etc. At certain places the input supply to the AC's may be faulty. It is the responsibility of the agency to set right the fault if any in the input supply and nothing extra for labour work involved in such cases shall be paid.

12. 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.

13. All material and drawing shall be got approved by Engineer in charge before execution of works.

**30.2 SPECIAL CONDITIONS:**

1. The work shall generally be carried out as per CPWD / BSNL specifications, IE rules and IS standards.
  2. Manufacturer's Guarantee:
    - a. The Compressor shall have warranty as offered by Manufacturer subjected to a period of minimum three year for ductable AC unit from the date of commissioning.
    - b. The vendor shall provide two free services for each ductable AC machine in a 12 month time.
- All material and drawing shall be got approved by Engineer in charge before execution of works.

**30.3 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.

**30.4 INSPECTION OF SITE AND CONTRACT DOCUMENTS**

For the purpose of inspection of site and relevant documents the Contractor is required to contact EE (Elect) concerned who shall give reasonable facilities for inspection of the same. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before commencement of work as to the form and nature of the site, the quantities and nature of work, materials necessary for completion of the works, the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his work. No extra charges consequent on any misunderstanding or otherwise shall be allowed. Variation in quantities in respect of unit rated items will be governed by unit rates in the agreement. This applies to all variations ordered during the currency of the main contract regardless of the quantity of variations for any item of work not covered by the Schedule of work clause 12 of BSNLEW 8 shall apply.

**30.5 DATE OF COMPLETION: -**

The work shall be deemed to have been completed after the fulfillment of the following:  
Physical installation, testing and commissioning of Ductable Split AC (as applicable) as in the scope of work of individual work.

**30.6 Debarment from Participation in future tender:**

If bidder fails to support for attending faults during warranty period.

**30.7 TAX INDEMNITY:**

BSNL has the right to recover Input Tax credit loss suffered by concerned Account Officer of BSNL Electrical Division due to any mis-declaration on invoice by the supplier.

Executive Engineer (E-P)

## 31. IMPORTANT NOTE FOR FIRMS

### 31.1 TAXES AND DUTIES:

The bidder shall give the total composite price inclusive of all Levies, Taxes & duties as applicable including EPF, ESI, Packing, Forwarding, Freight and insurance etc. and also **including of GST**.

The BSNL shall not issue any concessional form of any type or any other Form to the agency and the agency will require quoting the rates accordingly.

The GST invoice favoring to BSNL shall be issued by the firm for Input Tax Credit to BSNL.

### 31.2 Variation of duties/Taxes:

In case of statutory variation in taxation in respect material, within the stipulated date of completion of agreement, the same shall be paid or recovered as per the actual against the documentary proof. However, beyond this period department will take advantage of any tax reduction but will not pay extra on account of tax increase.

**31.3** Tendered rates are inclusive of taxes and levies payable. However, pursuant to the Constitution (forty six Amendment Act, 1982, if any further tax or levy is imposed by statute after the date of receipt of tenders and the firm(s) thereupon necessarily and properly pays taxes or levies, the firm shall be reimbursed the amount paid provided such payment if any is not in the opinion of Sr. CE (E) (whose decision shall be final and binding) attributable to delay in execution of work within the control of the firm.

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

**(b)** The firm(s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Forty Six Amendment) Act 1982 give a written notice thereof to the Engineer-in-Chief that the same is given pursuant to this condition together with all necessary information relating thereto.

**31.5 Payment Terms :-** Payment to the contractors for Agreements during progress of work, will be regulated as below:-

- i. 75% of pro-rata of the approved price break up of contract value on receipt of equipment at site and after satisfactory physical inspection.
- ii. 25% of pro-rata of the approved price break up of contract value after successful installation, Testing and Commissioning of equipment.

Note: - i) Agency has to submit invoice to concerned Executive Engineer (E), who had entered into the agreement.

**For supply:** -All consignees will check the CMB submitted by the contractor within 7days from the date of receipt of CMB from the contractor & submit to concerned Executive Engineer (E) along with all documents required for passing of bills.

**For ITC & other items:** -All consignees will check the CMB submitted by the contractor within 10 days from the date of receipt of CMB from the contractor & submit to concerned Executive Engineer (E) along with all documents required for passing of bills.

- (i) For claiming the payment, the agency shall produce GST invoice, Delivery Challan/Eway bill, Consignee receipt.
- (ii) In cases where shortages/ damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.
- (iii) No payment will be made for goods rejected at the site on testing. Payment, if made, for such items shall be recovered from subsequent bills or other bills.
- (iv) The payment to the vendor shall be released as per the availability of funds and no delay towards execution of work will be accepted on this account and in case of default by the vendor and the work shall be executed at the risk & cost of vendor. The decision of Engineer-in-charge shall be final in this matter.

### 31.6 Increase/Decrease of tendered quantity

**31.6.1** BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

**31.6.2** BSNL also reserves the right for placement of additional order or upto 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based

on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

- 31.6.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order upto 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated(downwardly)with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

**The following conditions supersedes the conditions/claims wherever else describe in the NIT in this regard.**

### **Extension of time**

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

### **Compensation for delay**

If the firm fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to **0.5%** per week of work order value for the first 10 weeks and **0.7%** per week for next 10 weeks and thereafter subject to a maximum of **12%** of the work order value for the location where the work is delayed and the firm is found responsible for the same.

### **Determination of Contract**

The Engineer – in – charge may determine the contract in respect of any delay, inferior workmanship as per BSNL guidelines including BSNL EW-8.

## **32 Operation of Contract**

The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall sign the Master Agreement (as per annexure – “H”) on stamp paper prescribed by the state govt &

Deed of Indemnity (as per annexure – “I”) with EE(E-P), O/o Sr. C.E.(E), BSNL Chandigarh within 07 days after submission of PG, all documents including drawings, if any, forming the tender as issued at the time of invitation of tender & acceptance thereof together with any correspondence shall form part of agreement. Stamp of requisite amount thus required shall be purchased and executed by bidder and cost of stamp duty shall be borne by the bidder.

- 32.1 The Time allowed for completion is 1 month for individual work from the date of issue of LOI and validity of rate contract shall be 12 Months for issuance of LOI from the date of its acceptance.
- 32.2 S. D. and other deposits as per terms and conditions of agreement shall be kept with the concern EE (E) and refunded / adjusted as per relevant clause of agreement.
- 32.3 LOI will be issued by Jt CE(E) O/o Sr. CE (E) on the basis of requisition received from concerned EE(E) and individual work order against the LOI will be issued by concerned EE(E) within his delegated financial powers. All the terms and conditions of rate contract shall be applicable for such works.
- 32.4 Individual work order shall be operated independently without co-relation with the other individual work orders for the purpose of payment, deduction/release of Security Deposit, extension of time, closing of individual work order etc. as per terms and conditions of master RC agreement. If the firm fails to commence any work, the proportionate PG of the work shall be forfeited and the firm shall not be allowed to participate in future tenders in BSNL Chandigarh Zone for minimum period of One Year from the date of rejection of their tenders due to non-commencement/non-submission of performance guarantee.

32.5 The NIT is for **BSNL Punjab Circle** and LOI can be issued as per requirement of the department for any BA/OA under the jurisdiction of **BSNL Punjab Circle**.

33. **SPLITTING OF WORKS:-** The Purchaser intends to limit the number of technically and commercially responsive bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below. However, purchase preference regarding Public Procurement shall be applicable as per Ministry of Finance, Deptt. of Expenditure order No:- F.1/4/2021-PPD dated:- 18.05.2023.

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		
	L1	L2	L3 and so on
One bidder	100%	Nil	Nil
Two Bidders	100%	Nil	Nil
Three Bidders	60%	40%	Nil

**In case the second lowest tenderer does not agree to accept/match the rates offered by lowest tenderer then 100% work shall be awarded to the lowest tenderer.**

34 The quantities mentioned in this rate contract are tentative in nature. LOI will be issued as per requirement of BSNL & agency will have no claim if any / full quantity is not executed. The LOI can be issued for work of any quantity of any item as per the requirement and urgency of the BSNL and the agency /vendor will have no claim in this regard, the agency should quote accordingly.

35 **CURRENCY OF CONTRACT:** The currency of contract shall be **12 months**. The contract period can be extended by BSNL for a further maximum period of six months on the same terms and conditions on sole discretion of BSNL and further six months with mutual consent at the same terms and conditions.

36 The agency shall comply with all statutory requirements as may be required under laws, rules and regulations (including any order/notification of any authority/court/tribunal etc.) in respect of its employees/staff and as may be applicable to perform its obligations under this Agreement, the agency shall keep BSNL indemnified and harmless at all times against any or all claims, actions, proceedings, inquires (including any cost, expenses, loss, damages, Insurance or consequences thereof) from or by any third party.

37 The award of work contract will not confer any right on any labour/personnel/manpower being engaged by the contractor to claim any kind of employment. i.e. casual, part time, hour basis, regular basis etc in BSNL.

38 Compliance of Labour Laws - All the provisions of the letter no:- BSNL/Admin I/29-5/2007 ( Pt) Dated 5th Nov 2008 , Ltr no :- BSNL/Admn-I/20-2/2010 Dated 6th May 2010 & up-to-date labour laws should be followed by the agency.

39 The workers engaged by firm should maintain proper discipline and good behavior with personals/officers at the site of work(s). The firm shall remove such workers from the site whose behavior is found improper; Executive Engineer's decision shall be final.

40 BSNL shall deduct statutory taxes and duties like income tax /works contract tax etc. from payments due to the firm as per rules of the State/Central Govt. The Accounts Officer concerned shall issue certificates for such deductions to the firm.

41 The agreement shall be signed by both the parties on Non judicial stamp paper of appropriate value which shall

be purchased by the agency. The Performa of agreement to be prepared on Non-judicial stamp paper is available with BSNL/Tender document.

42 Bid Validity Period/Validity of bid offer: **90days** from the tender opening date.

43 **EVALUATION AND COMPARISON OF SUBSTANTIALY RESPONSIVE BIDS**

43.1 BSNL shall evaluate in detail and compare the financial bids of only those bidders, whose techno commercial bids are determined to be substantially responsive.

43.2 The financial evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods/services offered excluding GST which are creditable to BSNL, as per price schedule in **the Section-49** of the Bid-document after arithmetical correction in the manner laid down.

43.3 Vendors should furnish the correct HSN/SAC in the price Schedule. If the service provider fails to furnish necessary supporting documents i.e., GST invoices etc. in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

#### 44. Penalty Clauses (Standard Tender Enquiry Document)

S.N.	Defaults of the bidder/vendor.	Action to be taken
A	B	C
1(a)	<p>Submitting fake/forged</p> <p>a) Bank Instruments with the bid to meet terms &amp; condition of tender in respect of EMD / PBG;</p> <p>b) Certificate for claiming exemption in respect of EMD;</p> <p>And detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</p> <p><b>Note1:-</b> Deleted</p> <p><b>Note2:-</b> Payment for already received supplies/completed work shall be made as per Terms &amp; conditions of PO/WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work &amp; services except to make the already received Material work/complete work in hand.</p>
1(b)	<p>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Service Tax, Income Tax departments etc and as supporting documents towards other Terms &amp; conditions with the bid to Meet terms &amp; condition of tender:</p>	
	<i>(i) If detection of default is prior to award of APO</i>	<p>i) Rejection of Bid &amp;</p> <p>ii) Forfeiture of EMD.</p> <p>iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services Including participation in future tenders Invited by BSNL for upto three years from date of Issue of banning order.</p>
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)</i>	<p>i) Cancellation of APO</p> <p>ii) Rejection of Bid &amp;</p> <p>iii) Forfeiture of EMD.</p> <p>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services Including participation in future tenders invited by BSNL for upto three years from date of issue of Banning order.</p>
	<i>(iii) If detection of default after receipt of PG/SD(DD, BG etc.).</i>	<p>i) Cancellation of APO.</p> <p>ii) Rejection of Bid &amp;</p> <p>iii) Forfeiture of PG/SD.</p> <p>However, on realization of PG/SD amount, EMD, if no already released shall be returned.</p> <p>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>

1(b) contd.	(iv) If <i>detection of default after issue of PO/ WO</i>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &amp;</p> <p>iii) Forfeiture of PG/ SD. However, on realization of PG/SD amount, EMD, if not released shall be returned.</p> <p>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services Including participation in future tenders invited by BSNL for upto three years from date of issue of Banning order.</p>
<b>Note3</b> :-However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.		
<b>Note4</b> :-No further supplies are to be accepted except that required to make the already Supplied items work.		
2	<p>If vendor or his representative uses violent/coercive means viz. Physical /Verbal means to threaten BSNL Executive / employees and/or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/or submitting their tender bid freely.</p>	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/AWO and SD/ PG by L-1 bidder within time period specified in APO/AWO.	Forfeiture of EMD.
4.1	Failure to supply and/or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<p>i) Termination of PO/WO.</p> <p>ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to supply and/or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/PG/SD.OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	<p>Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects(based on reports of field units and QA circle).</p> <p><b>(NOTAPPLICABLE)</b></p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/PG/SD;OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/IA issued by QA Circle.<b>(NOT APPLICABLE)</b></p>
6	<p>Submission of claims to BSNL against A Contract</p> <p>(a)for amount already paid by BSNL.</p> <p>(b)for Quantity in excess of that Supplied by Vendor to BSNL.</p> <p>c)for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking ‘Set off’ by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
<b>Note5:-</b> The claims may be submitted with or without collusion of BSNL Executive/employees.		
<b>Note6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	<p>Network Security/ Safety/ Privacy: -If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>

7 con -td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 13)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p> <p style="text-align: center;"><b>(NOT APPLICABLE)</b></p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/or through a committee. Undertake recovery of financial penalty from outstanding Dues of vendor including PG/SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a)in spite of order of Arbitrator.</p> <p>b)in spite of Court Orders.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite inappropriate court.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which Vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) /Income Tax/ Goods and Service Tax / Custom Departments recommends such A course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also Be considered for Banning of business</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with Respect to the contract in question.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods&amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>

	(b) If the vendor/ supplier fails to execute a contractor fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business Dealing with a vendor/supplier.	
<b>Note7:</b> The above penalties will be imposed provided it does not clash with the provision of this tender.		
<b>Note8:</b> -In case of clash between these guidelines & provision of invited tender, the provision In this tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ CMC /CCMC which will continue along with settlement of Bills.		

**45. Proformas  
ANNEXURE "1"**

**Technical specification Inverter type Ductable air-cooled Split AC units.**  
**[To be filled up, scanned & uploaded]**

<b>A</b>	<b>Capacity :</b>	<b><u>1.5 TR Inverter type ductable air cooled Split AC units.</u></b>	<b><u>Data to be filled by the Bidder of Units offered</u></b>
	1. Nominal capacity of the unit	1.5 TR	
		18000 BTU /Hr	
	2. Refrigerant	R 410 A or equivalent	
	3. Power Supply	Voltage / Phase / Hz	
	4. Power input at rated condition	In Watts	
	5. EER BTU/w-h (Minimum)	9.5BTU / w-h (not less than 2.8 W/W)	
<b>B</b>	<b>Indoor Unit :</b>		
	1. Nominal Dimension (W X D X H) in mm	As per actual	
	2. Weight (Approx.)	In Kg	
	3. Nominal air flow (CFM)	CFM	
	4. Blower fan type	Centrifugal Forward Curve	
	5. Blower Material	Aluminum	
	6. Fan Motor:		
	I) Nos.	In numbers	
	II) Input Watts	In watt	
	7. Indoor Coil material	Copper conform to IS equivalent national standard/ international standard.	
	8. Indoor Air Filter	Anti-dust washable aluminum/ Non-Woven Polyester media enclosed in HDPE mess air filters for clean indoor air quality (IAQ).	
	9. Indoor Static Pressure	Minimum 30 Pa	
	10. Remote Type	Wired/Wireless	
<b>C</b>	<b>Outdoor Unit :</b>		
	1. Nominal Dimension (W x D X H) in mm	As per actual	
	2. Weight (Approx.)	In Kg	
	3. Type of Compressor	Rotary / Scroll type	
	4. No. of Compressors	In numbers	
	5. Condenser Coil	Copper conform to IS equivalent national standard / international	

		standard.	
	I) Type	As per manufacturer standards	
	II) Tube Material	Copper	
	6. Condenser fan type	As per actual	
	i Material	Metallic	
	7. Refrigerant Piping sizes	Copper conform to IS equivalent national standard/ international standard.	
	i. Liquid side size	As per manufacturer standards	
	ii. Gas side size	As per manufacturer standards	
<b>D</b>	<b>Micro Controller :</b>		
	1. Type	As per manufacturer standards	

## NEAR-RELATIONSHIP CERTIFICATE (Annexure–“A”)

1.1 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:

- a) 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
- b) 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:**

- (a) In case of any near relative of the bidder being non-executive employees, the “BSNL unit” is defined as “Business Area (BA)”.
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the “BSNL unit” is defined as “BSNL Circle”.
- (c) 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”.

1.2 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).

1.3 The format of the certificate is given below.

**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.

Sl. 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

**Self-Certification under Preference to “MAKE IN INDIA” Policy**

**(To be typed on Firm’s letter head) - (Annexure – “B”)**

Format for Self-Certification under Preference to “**MAKE IN INDIA**”

Policy (Refer Clause No. 16 of Special Conditions of Contract)

**CERTIFICATE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP(BE-II) dtd 16/9/2020 as amended from time to time and as applicable on the date of submission of tender, where by certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content 50% as defined in above orders for the \_\_\_\_\_ goods/services/works offered against Tender No\_\_\_\_\_. Details of location at which local value addition will be made is as follows:

-----  
-----

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

## **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)**

<b>VENDOR INFORMATION FORM</b>			
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			
<b>BANKDETAILS</b>			
Name of Bank			
Name of Branch			
Swift Code			
Account Number			
Account Name			
<b>Provide the following information for a IIGST 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		<b>State name</b>	<b>State code</b>
Composition scheme availed			
Declaration by:	Name:		
	Designation:		
	Date:		
<b>Note: In case you have multiple registration, please insert the details in additional page.</b>			

**DECLARATION BY CONTRACTOR (Annexure–“C”)**  
**(To be furnished by the firm)**

- 1.0** I/We do hereby undertake to have gone through the terms & conditions/clauses of all the tender documents including Tender Form BSNLEW-8.& agree to abide by the same. We understand that same shall form part of the agreement.
- 2.0** I/we hereby declare that no addition /deletion/correction have been made in the tender documentsubmittedandisidenticaltothetenderdocumentappearingonwebsite.
- 3.0** In case of failure to comply as above, our offer will stand withdrawn. The decision of bid opening officer in this regard shall be final & binding on me/us.

Signature of contractor/ authorized representative  
with seal of the firm

**UNDERTAKING : Bid Security Declaration - (Annexure–“D”)**

**I/ We undertake that if we withdraw or modify our bid during validity period; I/ We will be suspended/ debarred/ banned for the period of one year in BSNL. Also, in such case the Bid Security/EMD submitted by me/us stands forfeited.**

(Signature of Contractor)  
(Seal of the firm)

**UNDERTAKING REGARDING PROVISIONS-(Annexure–“E”)**

"I.....  
..... Son of. ....  
.....

Resident of..... here by give an undertaking that

\* I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 updated till date and our registration

no is \_\_\_\_\_. We undertake to keep it valid during the currency of contract.

\* I/We have registered as per the ESI Act,1948 updated till date and our registration no. is

\_\_\_\_\_

.We undertake to keep it valid during the currency of contract.

Any consequence arising due to non-complying of EPF &ESI Act provision shall be sole liability of the undersigned contractor. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

\* Strike out which ever is not applicable.

**(Dated Signature of Contractor) (Seal of the firm)**

**UNDERTAKING-(Annexure–“F”)**

I/We hereby declare that I/we are not Black Listed by BSNL/DOT/Govt. Departments/PSU/State Govt/GST Authorities as on date. I/We undertake to intimate change of status during the currency of contract.

PAN No.:.....

GST Registration No:.....

We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f 1 July 2017 & further extended on more items till date.

We hereby certify that we will submit invoices with correct HSN/SAC & credit of GST for the amount are admissible as per GST laws.

**\* The Agency shall fill up the above data**

**(Dated Signature of Contractor)  
(Seal of the firm)**

**UNDERTAKING-(Annexure–“G ”)**

For understanding the terms & condition of Tender & Specs.of work

a) Certified that:

1. I/We ..... have read, understood and agree with all the terms And conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/We fail to enter into the agreement & commence the work in time, the Performance guarantee deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents/Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:.....

Signature of Tenderer

Place: .....

Name of Tenderer..... (Seal of the firm)

**TENDER FORM BSNL EW - 8**  
**BHARAT SANCHAR NIGAM LIMITED**

(A) Tender for the work of: -

“ \_\_\_\_\_  
Name of Contractor / Firm - -----

**TENDER**

- 1.0 I /we have read and examined the notice inviting tender, schedules, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
- 2.0 I/We hereby tender for the execution of the work specified for the BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.
- 3.0 I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
- 4.0 If I/We, fail to furnish the prescribed performance guarantee within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy to take action as per **Undertaking 'D': Bid Security Declaration**. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of performance guaranty absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- 5.0 Should this tender be accepted, I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in Clause 12.3 of the tender form and those in excess of that limit at rates to be determined in accordance with provisions contained in relevant clause 12.2.
- 6.0 I/we agree to furnish Performance Guarantee to BSNL in the form of Deposit at call receipt/FDR/ Bank guarantee of a Nationalized/ Scheduled Bank for an amount equal to 5% of the contract value in a standard format within Seven Days from the date of issue of letter of Acceptance. I/We agree to keep the performance bank guarantee valid as per the terms of the ATC.
- 7.0 I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Dated: -\_\_\_\_\_

**(Signature of Contractor)**  
**Seal of Contractor**

**ACCEPTANCE**

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

(Rupees \_\_\_\_\_ )

The letter referred to below shall form part of this contract Agreement: -

- a)
- b)
- c)

Place \_\_\_\_\_

Dated \_\_\_\_\_

Signature  
For & on behalf of the BSNL  
Designation

## MODEL FORM OF BANK GUARANTEE

BANK GUARANTEE BOND FOR 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 Contractor(s)" has submitted its Tender dated \_for \_\_\_\_\_  
\_\_\_\_\_ (Name of work) \_\_\_\_\_.

**KNOWN ALL MEN** By these presents that We \_\_\_\_\_ of \_\_\_\_\_

having our registered office at \_\_\_\_\_ (hereinafter called "The Bank")

are bound up to \_\_\_\_\_ (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 OBLIGATIONS ARE:-

**1.** If the Contractor(s) withdraw 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 the 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.

**FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND**  
**(To be submitted on non-judicial stamp paper of appropriate value)**

**Insurance Surety Bond for Bid Security**

Whereas M/s.....R/o .....  
.....(Hereafter referred to as **Principal**)has approached us for giving a  
Surety of Rs /-(hereafter known  
As the “**Surety Amount**”)valid upto...../...../20(hereafter known as the “**Validity date**”)  
In favour of.....(e.g.)(Hereafter referred to as **BSNL**) for participation in the tender of  
work of.....vide tender no. ....  
Now at the request of thePrincipal, We ..... Insurance Company Limited,  
registered under the Insurance Act, 1938, with its Corporate  
office, .....and Registered/Head  
Office ..... (the “**Surety**”) to transact  
the business of Surety Insurance under the powers conferred under Section14(2)(i)of IRDA Act, 1999 & IRDA  
Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by  
way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal**'s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the “Surety Amount”.
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** in any suit or proceeding 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 **Principal** shall have no claim against usfor making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety 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 tender Agreement or to extend time of performance by the said **Principal** 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 **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** 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. Notwithstanding anything here in contained:
  - (a) The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**” and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker’s Cheque in favour of “**AO (Cash) BSNL, O/o CGMT Chandigarh ” payable at Chandigarh** or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:.....

Date: .....(Signature of the Insurance Company Officer)  
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:..... Name of  
the officer: .....  
Designation:.....  
Official Email ID:.....

Complete Postal address of Insurance  
Company:.....  
Telephone Numbers .....  
Fax numbers .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom /where the Surety Bond can be got confirmed by BSNL.

.....  
.....  
.....  
.....

# MODEL FORM OF PERFORMANCE GUARANTEE

## **1.0 BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE FOR ELECTRICAL INSTALLATION/O&M/AIR CONDITIONING, DIESEL ENGINE ALTERNATOR, LIFTS AND SUB-STATION WORKS etc.**

Whereas.....(herein after called” the Contractor(s)”has submitted its Tender dated \_\_\_\_\_ for \_\_\_\_\_(Name of work)and

Whereas..... (here in after called” the Contractor(s)” has been communicated the acceptance of its tender dated \_\_\_\_\_ for \_\_\_\_\_(Name of work) vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ by BSNL.

KNOWN ALL MEN By these presents that We \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_(here in after called “ The Bank”) are bound up to \_\_\_\_\_(here in after 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.

**2.0** We(name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, 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(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 \_\_\_\_.

**3.0** 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 there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

**4.0** 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 **ONE YEAR** (as specified in the agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

**5.0** 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 for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s)or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

**7.0** 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)

**Performance Guarantee Surety Bond**

(To be submitted on non-judicial stamp paper of appropriate value)

To,  
-----  
-----,  
-----,  
-----

Surety Bond No:.....  
Surety Bond Issued to :.....  
Surety Bond Amt. :INR.....  
Bond Valid upto:.....  
Bond Claim Period :.....

Dear Sir/Madam,

Whereas .....(-----)(hereafter referred to as **BSNL**) has issued an APO/AWO no.....Dated.....awarding the work of..... (the "Agreement") to M/s....., R/o.....(hereafter referred to as "**Principal**") and BSNL has Asked Principal to submit a performance guarantee in favour of..... () of INR .....(hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy(hereafter referred to as "Validity Date")

Now at the request of the Principal, We ..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, ..... and Registered/Head Office..... (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14(2)(i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

- 2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.
- 3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.
- 4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
- 5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.
- 6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "**AO (Cash) BSNL, O/o CGMT Chandigarh** " payable at **Chandigarh** or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
- 7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding any thing contained here in above:

- 1. Our Liability under this Surety Bond shall not exceed INR.....(**Rupees** ..... **Only**).

2. This Surety Bond shall be valid upto..... (Validity date)
3. Further a claim period of **3 (three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before ..... (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:.....

Date: ..... (Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:..... Name  
of the Surety officer:.....

Designation: .....

Complete Postal address of Surety:.....  
Telephone Numbers .....Fax numbers.....

Email ID(only official Email ID).....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.

**PERFORMA FOR AGREEMENT  
(ON NONJUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

An AGREEMENT made this Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ between the BSNL (which expression shall unless exclude by or repugnant to the context, include his successors and assignees )on the ONE PART and M/s.

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (acting through its constituted Attorney) hereinafter called the ‘Contractor’ (which term shall include their heirs, executors, successors and assignees) on the OTHER PART.

Whereas M/s. \_\_\_\_\_ have quoted for the (Name of work)as specified in N.I.T of the tender, and have agreed to execute the work at his rates quoted and under conditions described in the Tender schedule which forms part of this agreement.

Whereas M/s. \_\_\_\_\_ have submitted a Performance Bank Guarantee in the name of “**AO (Cash) BSNL, O/o CGMT Chandigarh**” as security towards execution of work as agreed to.

And whereas, the Contractor is ready and willing to execute the work in accordance with the contract.

Now the agreement witness and it is hereby agreed and declared as follows:

1. The Tender Notice, Instructions to Tenderers, Conditions of contract, Special and Additional Conditions, Work Specification, Maintenance Schedule, letter of approval conveyed vide No.

\_\_\_\_\_ dtd. \_\_\_\_\_ (along with its enclosures) annexed hereto and such other additional particulars, instructions, drawings as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression, contract or ‘Contract Documents’ wherever herein used.

2. In consideration of the due provisions execution, completion and maintenance of the said work, the BSNL does hereby agree with the contractor that the BSNL will pay to contractor the respective amounts for the work actually done by him and approved by the BSNL at the Schedule or Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

3. It is specifically and distinctly understood and agreed between the BSNL and the contractor that the contractor shall have no right, title or interest in the site made available by the BSNL for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the BSNL shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties here to have hereinto set their respective hands and seals in the day and the year first above written.

Signed by the Contractor  
Place  
Date  
In the presence of witness

Signed on behalf of the BSNL  
Place  
Date  
In the presence of witness

1) Signature.....  
Name.....

1)Signature.....  
Name.....

2) Signature.....  
Name.....

2)Signature.....  
Name.....

## **ANNEXURE- II**

### **PERFORMA FOR Tender cost and Earnest money deposit declaration in case of online submission of EMD/Tender Cost**

It is certified that we have deposited the tender cost and EMD for this work on online mode and we have uploaded the relevant documents in the support of above EMD and tender Cost completely following all terms & conditions of the NIT. We undertake that all the documents are uploaded by us and are genuine. In case of any fake/forged document uploaded by us which come to the notice of BSNL during opening of tenders/execution of work or even after completion of work the BSNL has the liberty to black list/debar us for a period of minimum three years in addition to any legal course of action against us as per the provisions available in INDIAN Law.

(Seal of the firm)

(Dated Signature of Contractor

DEED OF INDEMNITY-ANNEXURE-“I”

This **DEED OF INDEMNITY** is executed on this the.....by

1. <<Name of the Bidder>>, a company/ firm registered under the.....  
.....(Applicable acts, as the case may be)(hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>>acting through << Authorized Signatory>>is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

**Bharat Sanchar Nigam Limited**, through the..... BSNL .....  
Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning there of mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No.....(hereinafter referred to as ‘Tender’) for the purpose of.....
- (b) The Bidder had submitted its bid/ proposal dated\_(hereinafter referred to as the ‘Bid’)for the provision of such services in accordance with its proposal as set out in its Bid andin accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
  - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
  - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL andits employeesfromandagainstandallliabilities,damages,fines,penaltiesandcost (including legal costs and disbursements)arising from:
- I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.

- II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
  - III. Any claims arising from other utility / Bidders in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
  3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
  4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
  5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:.....

Place:.....

<<Name of the Bidder>>

Witness 1:

Witness 2:

**For Letter of Authorization for attending Bid Opening Event. (Annexure- J)**

**(To be typed preferably on letter head of the company)**

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender no.....In respect of ..... (Item of work) which is due to open on..... (date) In the Meeting Room, O/o.....We hereby authorize Mr. / Ms. ....& Mr. / Ms.....(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative .....

Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder .....

Signature of the alternative Representative .....

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**MANUFACTURER'S AUTHORIZATION LETTER (Sample Format) (Annexure- K)**

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

DATED:

TO,  
EXECUTIVE ENGINEER (E-P)  
**O/o Sr CE(E),**  
**Sanchar Sadan, CGMT Bldg**  
**Sec-34 Chandigarh**

Sub : Manufacturer's Authorization Letter

GeM Bid No: \_\_\_\_\_

**Name of work: Rate Contract for SITC of 140 Nos.x1.5TR Inverter type Ductable Split AC units for different TE/BTS Bldgs. Under Punjab Circle.**

Dear Sir,

We \_\_\_\_\_ (manufacturers name) having registered address \_\_\_\_\_ and are reputed Manufacturer of \_\_\_\_\_ do hereby authorize \_\_\_\_\_ (bidder) with their registered address \_\_\_\_\_ to participate in above referred GeM bid.

We do hereby undertake to be responsible for following :

- i. To all obligations and liabilities relating to the work and in accordance with the terms of the bid.
- ii. To provide after sales support and supply of spare parts, technical support etc.

Authorized Signatory

Of the Manufacturing Company.

**BORDER COUNTRIES FORM: (Annexure- L)**  
**CERTIFICATE OF UNDERTAKING BY BIDDERS**  
**Certificate to be submitted by Bidders**  
**(On Company's Letter Head)**

Reference 1: BSNL Tender Enquiry No.....issued on .....

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s..... having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

**COMPLIANCE STATEMENT (Annexure- M)**

**Ref: GeM bid no: .....**

We..... (name of the firm) state to comply in full manner with all the General Terms and conditions , Specific Terms and conditions and Additional terms and conditions of the Tender Document for the work of "Rate Contract for SITC of 80x1.5TR Inverter type Ductable Split AC units for different TE/BTS Bldgs. Under Kamrup BA.

" 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.....

#### **46. GENERAL RULES AND DIRECTIONS**

- 1.0** All works proposed for execution by contractor will be notified in a form of invitation to tender displayed on Notice Board in select BSNL offices and signed by the officer inviting tender or GeM portal / BSNL Portal.
- 2.0** This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work, the amount of performance guarantee to be deposited by the successful tenderer(s). Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer inviting tender shall also be open for inspection by the contractor at the office of Officer inviting tender during office hours.
- 3.0** Receipts for payments made on account of work when executed by a firm, must also be signed by authorized signatory.
- 4.0** Any person who submits a tender shall fill up the Price Bid (Schedule of work) stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates will be summarily rejected.
- 5.0** The Officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the participating tenders.
- 6.0** The officer inviting tenders shall have the right of rejecting all or any of the tenders, and, will not be bound to accept the lowest or any other tender.
- 7.0** The tenderer shall sign a declaration under the official's Secret Act, 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
- 8.0** Other agencies will also simultaneously execute the works like horticulture, external services, Installation of telephone exchange equipment and other building works for the same project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in the matter shall be entertained.
- 9.0** Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, material etc. The contractor shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.
- 10.0** The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 11.0** Agency has to observe all labour rules and regulations in force. Agency shall be fully responsible for any violation observed at any time during currency of contract.
- 12.0** Bye laws Indemnity against liabilities

- The contractor shall comply with all by laws and regulations of the local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving and receiving all necessary notices and keep the Engineer –in-charge informed about the notices issued and received.
- The contractor shall indemnify the department against all claims in respect of patent rights design, trademark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the works or temporary works and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, License fees, damages, costs and charges of all and every sort that may be legally incurred in respect hereof shall be borne by the contractor.
- All liabilities / penal recoveries on matters arising out of other taxes /levies/ GST such as incorrect deductions discrepancies in the filing of returns, revised assessments by the concerned authorities etc., shall be borne by the contractor.

**13.0** Rates quoted by the contractor shall be firm and shall be valid for the currency of Contract. No cost escalation shall be permitted during the currency of contract.

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

**15.0 RESOLUTION OF DISPUTES**

**15.1 Disputes and Excepted Matters**

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties or any matter in question; or any other account whatsoever, but excluding the accepted matter (detailed below); the rising out of or in connection with the contact, that cannot be resolved amicably but mean the contractor and purchaser/BSNL, shall be here in after called the “Dispute”. The aggrieved party shall give a “Notice of Dispute” specifying all the points of Dispute/issue, the amount of quantified claims setting relevant Contractual clause, and, to the extent possible, an estimate of the monetary value of all other claims, along with the supporting document(s) to the other party, and a requesting for invoking the following dispute So resolution mechanism.

15.2 After receipt of a ‘Notice of Dispute’, as above, the parties shall in good faith, make all reasonable efforts, to arrive at a mutually acceptable resolution to the dispute raised in the “Notice of Dispute” in in formal meeting(s) between authorised representatives of parties.

15.3 Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also do not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any form/arbitration/court proceedings.

15.4 Parties agrees that neither Party shall be entitled to any claim or compensation for any

consequential, indirect or special losses/damages including loss of Profit, loss of Production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, Loss of employment opportunities, loss of interest including any pre-reference or pendent-lite interest, idling cost of men and machinery, prolongation costs etc., on account of any dispute/claim raised under the contract, Parties agrees that claim for any such amount shall not be considered and shall be void.

15.5 In case the parties fail to amicably resolve the dispute between them within 60 days of the receipt “Notice of Dispute” sent under clause 25.1.1 the following provisions, as mentioned below, shall follow:

This dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in this sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1. Adjudication
2. Mediation
3. Litigation

#### **15 .6 Excepted Matters**

Matters for which specific provisions has been made in any clause of the Contact, and where the decision of BSNL has been stated to be final and binding shall be deemed as Excepted Matters and shall not be subjected to adjudication, Mediation or arbitration. These shall include, but shall not be limited to the following:

1. Any controversies or claims brought by a third party for badly injury, death, property, damage or any indirect or consequential loss arising out of or in any way related to the performance of this contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of Third Party Claim.
2. Issues related to pre award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after contract has been signed. All such issues should be highlighted before the signing of the contact by the contractor.
4. Any claim, differences or dispute relating to , connected with or arising
  - i. Out of BSNL’s decision to initiate proceedings for suspension or banning, or decision to suspend or to ban business dealing with the Bidder/ contractor;
  - ii. Any claim, difference or dispute relating to, connected with or arising out of BSNL’s decision under the provisions of Integrity Pact executed between BSNL and Bidder/Contractor;
  - iii. Any dispute pertaining to insolvency and bankruptcy, property laws.
5. Provisions incorporated in contract, which are beyond the preview of BSNL or are in pursuance of policies of Government, including but not limited to

- i. Provisions of restrictions regarding local content and Purchase Preference to Local Suppliers In terms of Make in India policy of the Government.
- ii. Provisions regarding restrictions on Entities from Countries having land border with India in terms of Government's policy in this regard.

Purchase preferences Policies regarding MSEs and Startups.

#### **15.7 Deleted**

#### **15.8 Mediation of Disputes**

1. For cases with the dispute amount more than 10 crore, Mediation shall be conducted through the mediation scheme framed by Department of Telecommunication, Government of India wide OM No.1-1/4/2024-Law (1) dated 22.11.2024, comprising, were considered appropriate, a retired judge, a retired senior officer, and or a technical expert ( :mediation Scheme")
2. For cases with the dispute amount less than 10 crore, the mediation process will be adopted as per institutional mediation provisions defined under the Mediation Act-2023.
3. The cost of the mediation shall be shared weekly by the parties unless otherwise agreed.
4. If the parties reach an agreement a dispute settlement, they shall draw a written settlement agreement duly signed by the parties and Mediators. When the party the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved and the date of the such agreement.
5. The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.
6. **Termination of Mediation:** Disputes shall remain alive if the mediation is determined as follows:
  - a) By written declaration of the Mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of such declaration; or
  - b) By a written declaration of any party to the mediator, before the signing of settlement agreement by both parties, to the effect that mediation proceedings are terminated, on the date of such declaration: or
  - c) If the parties fail to reach an agreement on settlement of the dispute, within the stipulated time prom appointment of mediator.

On termination of mediation, if the dispute is still alive, the aggregate party shall be free to invoke litigation.

#### **16. COURT JURISDICTION**

- 1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at

the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Punjab only”.

17. **Force Majeure Clause**

- a) If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of any war or hostility, Acts of public enemy, civil commotion, sabotage, explosions, Effects of flood, epidemics, quarantine restrictions, freight embargoes, General strikes, Bandhs, Acts of God Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happening, of any such EVENT is given by either party to the other within 7 (seven) days from the date of occurrence of the EVENT.
- b) If a Force Majeure EVENT occurs, the Contractor shall promptly notify BSNL management in writing of such conditions and the cause thereof. Unless otherwise directed by BSNL management in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure EVENT.
- c) Expected Work under this Contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the Competent Authority, Calcutta Telephones as to whether the situation has become normal or not, shall be final and conclusive.
- d) If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding 60 (sixty) days, either party may, at his/their option, terminate this Contract.

#### 47. PROFORMA OF SCHEDULES

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

**SCHEDULE 'A':** Schedule of quantities: Appended on page – 54-55

**SCHEDULE 'B':** Schedule of materials to be issued to the contractor.

Sr. No.	Description of Item	Quantity	Rates in figures and words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
NIL				

**SCHEDULE 'C':** Tools and plants to be hired to the contractor.

Sr. No.	Description of item	Hire charges per day	Place of Issue
1	2	3	4
NIL			

**SCHEDULE 'D':** Extra schedule for specific requirements/ document for the work, if any –

- a. Special conditions of contract: - 13-15
- b. Specifications: - from page – 13-15
- c. Performa for Agreement from page – 41-42
- d. Approved makes: Appended from pages – 52-53

**SCHEDULE 'E':** Schedule of component of Materials, Labour etc. for escalation

**Clause 10 CC --- Not Applicable**

**SCHEDULE 'F':** -Reference to General Conditions of contract.

Definitions:	See below
1)Engineer-in-Charge	<b>Executive Engineer (E-P) O/o Sr. CE(E) Sanchar Sadan,Sec-34, Chandigarh</b>
2)Accepting Authority	Sr. CE(E)
3) Percentage on cost of materials and labour to cover all overheads and profits.	10%
Standard Contract Form	BSNL EW Form 8 and amended update
Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	15 days
Authority for fixing compensation for delay in completion of work.	<b>Jt. CE (E)</b> , No compensation will be allowed but deviation (Amount & period) as per Clause 2.1 & 2.2 of BSNL EW 8
Number of days from the date of issue of letter of acceptance for reckoning date of start	15 Days
Time allowed for execution of work.	<b>01 month for individual work from the date of issue of LOI and 12 months for issuance of LOI from Rate contract.</b>
Authority to give fair and reasonable extension of time for completion of work.	<b>Jt. CE (E)</b>

Price escalation clause: - Clause 10CC Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	Not Applicable
Clause 11 :- Specifications to be followed for execution of work	Special conditions of Contract & Specifications as per Section 1 to 3 of Contract document with Schedule of work.
Clause 12 12.2 schedule of rates for determining the rates of additional, altered or substituted items that cannot be determined under 12.2(i) & (ii)	As Applicable
Clause 12 12.2(iii) plus/minus +/- the % over the rate entered in the schedule of rates	As Applicable
Clause 12 Deviation Limit beyond which clause 12.3 shall apply	BSNL reserves the right to vary the quantity to the extent of -25% to +25% of specified quantity at the time of award of the contract i.e. without any change in unit price or other terms & condition.
Settlement of disputes and Arbitration	Resolution of dispute shall be governed as per procedure laid out in Point 15 (Resolution of Dispute ) of General Rules and directions ( Clause 46 of ATC)

**48. LIST OF APPROVED MAKES- BSNL ELECTRICAL WING**

S. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 40 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 20 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard /
4	HV Switchgear (Vacuum Circuit Breaker/SF6 )	Biecco Lawrie / Crompton / Kirloskar / MEI / Jyoti Ltd
5	Transformer (Oil filled / Dry type)	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/Automatic Electric Gear(AEG)/Patson/Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	MCCB(lcs=Icu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/ HPL/ Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal/HPL/L&T/ABB
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal )/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ C&S/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVC insulated copper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather &platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves / Schneider Electric / HBB / KEC / Siemens/Jyoti Ltd
25	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
26	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /

27	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
28	GI/MS Pipe	ATC / ATL / BST / GSI / ITC / ITS / IIA / JST / Jindal / TTA / Tata/Zenith
29	Foot Valve	ISI mark
30	Gate Valve	Advance/Audco/Johnson Controls/Zoloto/Annapurna / Fountain / Kirloskar / Leader / Sant / Trishul
31	Compressors	Carrier/Emerson copeland/York/Danfoss (for chillers only)
32	Resin Bonded Glass wool	Fibre Glass / Pilkington / UP Twiga
33	Expanded Polystyrene	BASF(India) Ltd.
34	Gauge	Feibig / H.Guru / Pricol
35	Controls	FLICA / Honeywell / Indfoss / Penn-Danfoss / Ranco / Ranutrol / Sporland
36	Fine Filters	Anfiltra Effluent / ARW / Athlete/ Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator /Tenacity
37	GI Sheet	HSU Jindal / National / Nippon Denro / Sail / Tata
38	Heat Detector	Appollo / Chemtron/ Edward / Fenwal/ Hochiki / Nitton /System Sensor/ Wormald/Honeywell Essar/Notifier
39	Ionization Detector	Appollo / Cerebrus / Edward/ /Fenwal / Hochiki / Nitton / System Sensor / Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki / Nitton / Wormald
41	Fire Panel (Microprocessor based)	Agni Instruments / Agni Devices/ Aruna Agencies/ Carmel Sensor / Ravel Elect./Honeywell Essar/Notifier/Navin Systems
42	Sprinkler/ Hose Reel & Hose Pipe	ISI mark
43	Fire Extinguisher	ISI mark
44	Lift	OTIS, Kone, Mitsubishi, Schindler, Johnson, Thyssenkrupp
45	High Precision Package AC Units	Schneider (Uniflair)/Stulz/Sidwal

**NOTE:-**

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

#### 49. Schedule of Work

**Name of Work :- Rate Contract for SITC of 140 Nos 1.5TR Inverter type Ductable Split AC units for different TE/BTS Bldgs. Under Punjab Circle**

S.No.	Description Of Item	Qty	Unit	Rate	Amount
<b>1</b>	<b>SUB HEAD - I [Supply of Equipment]</b>				
1	Supplying of 1.5 TR (Nominal Capacity ) inverter type Metal body Ceiling /wall suspended, Single circuit, High Static pressure ductable split AC unit with EER not less than 9.5 BTU/W-h (not less than 2.8 w/w) having cooling capacity not less than 18000 BTU/Hr, Minimum 30 Pa static pressure suitable for operation on 230 V Single Phase 50 HZ AC supply having front flow type indoor unit, air cooled condenser, initial charge of eco-friendly refrigerant gas (R32/R410A), Rotary/Scroll Compressor , LCD remote control, protection from under voltage, over voltage, phase imbalance voltage, phase loss, phase reverse & HP/LP etc as per manufacturer/ departmental specifications etc. as required. The evaporator and condenser coil comprise of copper tube, aluminum fin.(Makes : Carrier/Daikin /Hitachi /O-General /Blue Star/ Voltas / Mitsubishi Electric india /Mitsubishi Heavy Industries /Panasonic / LG / Samsung / Sidwal). manufacturer Guarantee The Compressor shall have warranty as offered by Manufacturer subjected to a period of minimum three year for ductable AC unit from the date of commissioning. The dealer shall provide two free services for each ductable AC machine in a 12 month time.The refrigerant for pipe length is also included in this item and nothing shall be paid on account of this.	140	Nos		
				Total	
				Total SH-I	
	<b>SUB HEAD - II [ITC &amp; Associated items]</b>				
2	Installation, Testing and commissioning of of 1.5 TR Inverter type ductable Air cooled split AC unit as per item No.1 above in equipment Room, cooling unit comprising of front flow type indoor unit, air cooled condenser including providing suspension /support of indoor unit from ceiling / wall as per site conditions and installation of outdoor unit on existing MS structure with necessary vibration arrestors and providing interconnection between indoor and outdoor units, electrical connection from power outlet, making opening in the wall if required and minor civil work & making good the damages, leak testing etc. complete as per manufacturer recommendation / departmental specifications etc. complete as required.	140	Jobs		

3	Providing and Fixing Heavy duty powder coated M S Stand of suitable size made out of suitable gauge MS sheet for installation of outdoor condenser unit including installation on the existing wall with suitable fasteners, nut-bolts complete etc. as required.	140	Nos			
4	Supply & fixing of control cum transmission wiring and AC power supply cable of shielded Copper conductor for looping between indoor & outdoor units complete as manufacturer's standard compete as required.					
4.01	3 X 2.5 sq mm	280	Mtrs			
4.02	4 X 1.5 sq mm	280	Mtrs			
5	Supply, Installation, testing and commissioning including vaccumiazation and Nitrogen testing of following nominal sizes of soft drawn copper refrigerant piping for AC system, complete with fittings, with suitable adjustable ring type hanger supports, jointing/brazing including accessories, insulated with XPLE Class-O tubular insulation/with Class-O closed cell elastometric nitrile rubber tubular sleeves sections of specified thickness as given below for Suction and Liquid lines, all accessories as per specifications complete as required. (The item shall be measured from outside connection of indoor unit to outside of condenser unit) :					
5.01	6.4 mm dia with tube thickness 0.8 mm with insulation of suitable thickness	700	Mtrs			
5.02	12.7 mm dia with tube thickness 0.8 mm with insulation of suitable thickness	700	Mtrs			
6	Supplying and Fixing of following sizes of rigid U-PVC piping from outlet socket of AC unit complete with elbow, T-joint, socket duly supported as per site requirement and insulated with 6 mm thick closed cell nitrile rubber insulation etc. complete as reqd for drainage purpose. strain clamps, bolts, nuts, washers including cutting and making good the walls etc. complete as required.					
6.01	25 mm dia.	700	Mtrs			
7	Supplying and fixing DP sheet steel enclosure on surface/ recess along with 25/32 A 230 V "C" curve DP MCB complete with connections, testing and commissioning etc. as required.	140	Jobs			
8	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.					
8.01	<b>Single pole and neutral</b>	140	Nos			

9.00	Providing & Fixing supply air grills of Powder coated Aluminum construction having a free area of not less than 70% without volume control dampers in the supply air system as per site requirements complete as per detailed specifications.	35	SqMtrs			
10.00	Supplying and installing following nominal size of perforated Hot Dipped Galvanised Iron cable tray (Galvanisation thickness not less than 50 microns) with perforation not more than 17.5%, in convenient sections, joined with connectors, suspended from the ceiling with G.I. suspenders including G.I. bolts & nuts, etc. as required.					
10.01	150 mm width X 50 mm depth X 1.6 mm thickness	50	Mtrs			
				Total SH-II		
	Grand Total of Sub Head I & II with GST					

**Important Note:**

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

**Bidder shall submit their offer in online portal "www.gem.gov.in" as per the Gem Guidelines only.**

**The item detail in BOQ in GEM is in concise form due to character limitation, hence complete item details may be referred from the Schedule of work above while quoting the rate in BOQ.**